City of Mequon

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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, April 13, 2021 - 7:30 PM
Virtual Meeting

Agenda

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

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

VERBAL PUBLIC COMMENTS and PUBLIC HEARING APPEARANCES will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to City Clerk Caroline Fochs at cfochs@ci.mequon.wi.us or by leaving a message at 262-236-2912 no later than 2 hours prior to the meeting.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the methods identified above upon at least 2 hours' notice. Notice can be given to the City Clerk's Office at 262-236-2914.

1) **Call to Order, Pledge of Allegiance Led by Alderman Mayr and Roll Call**

2) Public Hearing:

RESOLUTION 3819 - A Final Resolution Regarding Industrial Development Revenue Bond Financing For COPPS Industries, Inc. Project; **Recommendation Forthcoming by Finance-Personnel Committee April 13, 2021.**

3) Resolution:

RESOLUTION 3819 - A Final Resolution Regarding Industrial Development Revenue Bond Financing for Copps Industries, Inc. Project; **Recommendation Forthcoming by Finance-Personnel Committee April 13, 2021.**

4) Public Officials' Reports:

a) Mayor
b) City Administrator

5) Consent Agenda:

a) Common Council meeting minutes of March 9, 2021

b) Board of Police and Fire Commissioners meeting minutes of February 2, 2021

c) Festivals Committee meeting minutes of February 11, 2021

d) Finance-Personnel Committee meeting minutes of February 9, 2021

e) Mequon Municipal Water Utility Commission meeting minutes of November 10, 2020

f) Milwaukee River Advisory Committee meeting minutes of June 3, 2020

g) Park and Open Space Board meeting minutes of February 17, 2021

h) Public Safety Committee meeting minutes of February 9, 2021

i) Public Welfare Committee meeting minutes of February 9, 2021

j) Public Works Committee meeting minutes of February 9, 2021

k) Ordinance First Readings

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

1) **ORDINANCE 2021-1587** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Micro-Distilleries and Micro-Wineries to the List of Conditional Uses in the Town Center Zoning District; **Recommended by Planning Commission March 22, 2021.**

2) **ORDINANCE 2021-1588** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Outdoor Power Equipment Stores to the List of Conditional Uses in the B-5 (Industrial) Zoning District; **Recommended by Planning Commission March 22, 2021.**

3) **ORDINANCE 2021-1589 -** An Ordinance Amending the Planned Unit Development (Ord. 2014-1424) for the Property Located at 10448 N. Port Washington Road; **Recommended by Planning Commission March 22, 2021.**

4) **ORDINANCE 2021-1590** - An Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale of Intoxicating Liquor for Off-Premises Consumption; **Recommendation Forthcoming by Finance-Personnel Committee April 13, 2021; First Reading.**

6) Committee of the Whole:

a) Presentation & Potential Discussion Regarding the Wisconsin Policy Forum's Phase I Feasibility Analysis of Fire & EMS Service Sharing Opportunities in Ozaukee County

b) Reconvene as the Common Council

7) Ordinances:

ORDINANCE 2021-1586 - An Ordinance Amending Chapter 82 of the Mequon Municipal Code to Reflect Current Roadway Names and Posted Speed Restrictions within the City; **Recommendation Forthcoming by Public Safety Committee March 9, 2021; First Reading at Common Council March 9, 2021.**

8) Resolutions:

a) **RESOLUTION 3820** - A Resolution Authorizing a Fifth Amendment to the Development Agreement for the Residence at Foxtown, a 23-Lot Single-Family Home Development Located Immediately East of 11050 N. Weston Drive; **Recommended by Planning Commission March 22, 2021.**

b) **RESOLUTION 3821** - A Resolution Amending the Fiscal Year 2021 Compensation Plan for Non-Represented Employees to Eliminate the Police Department's Communications/Records Supervisor Position at Pay Grade 9 ($51,218 - $69,294) and Establish an Administrative Coordinator Position at Pay Grade 10 ($55,314 - $74,838); **Recommendation Forthcoming by Finance - Personnel Committee April 13, 2021.**

c) **RESOLUTION 3822** - A Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051; **Recommendation Forthcoming by Finance-Personnel Committee April 13, 2021.**

d) **RESOLUTION 3823** - A Resolution Approving an Agreement for Delinquent Personal Property Tax Account Collection Services with Waukesha County, Wisconsin; **Recommendation Forthcoming by Finance-Personnel Committee April 13, 2021.**

e) **RESOLUTION 3824 -** A Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon; **Recommendation Forthcoming by Finance-Personnel Committee April 13, 2021.**

f) **RESOLUTION 3825** - A Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of $62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC; **Recommendation Forthcoming by Finance-Personnel Committee April 13, 2021.**

g) **RESOLUTION 3818** - A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennicke and Schmit Fields During the 2021 Season in the Amount of $15,500; **Reviewed by Park and Open Space Board on March 17, 2021; Recommendation Forthcoming by Public Works Committee April 13, 2021.**

h) **RESOLUTION 3826** - A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same; **Recommendation Forthcoming by Public Works Committee, April 13, 2021.**

i) **RESOLUTION 3827** - A Resolution Awarding a Contract for HVAC Preventative Maintenance Services During the Period May 1, 2021 - April 30, 2022 to Dillett Mechanical Services, Waukesha, Wisconsin in the Amount of $21,168; **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

j) **RESOLUTION 3828** - A Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller from Centex Equipment Sales of Early, Texas for a Total Cost of $39,000; **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

k) **RESOLUTION 3829** - A Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19; **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

l) **RESOLUTION 3830** - A Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, in an Amount Not-to-Exceed $188,000; **Recommendation Forthcoming from Public Works Committee April 13, 2021.**

m) **RESOLUTION 3831** - A Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee, Wisconsin in an Amount Not-to-Exceed $181,000; **Recommendation Forthcoming by Public Works Committee, April 13, 2021.**

n) **RESOLUTION 3832** - A Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson, Wisconsin, in the Amount of $1,047,750; **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

o) **RESOLUTION 3833** - A Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement of Brookfield, Wisconsin in the Amount of $487,000; **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

p) **RESOLUTION 3834** - A Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of Street Lights in Phase I of the Mequon Business Park at a Cost of $275,000; **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

q) **RESOLUTION 3835** - A Resolution Authorizing City Staff to Exceed the Public Works Equipment Replacement Capital Account Balance by $225,000 During 2021 for the Purchase of a New Loader Vehicle with Snowplow and Wing Attachments; **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

r) **RESOLUTION 3836** - A Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of $25,000. **Recommendation Forthcoming by the Public Works Committee April 13, 2021.**

s) **RESOLUTION 3837** - A Resolution Awarding a Contract for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin in the Amount of $13,750. **Recommendation Forthcoming by Public Works Committee April 13, 2021.**

9) Specified Unfinished Business: None.

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

11) Specified Miscellaneous New Business: None.

12) Adjourn

Dated: April 8, 2021 **/s/ John Wirth, Mayor**

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

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

City of Mequon

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

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

TO: **Common Council**
FROM: **Kaitlyn Krueger, Finance Director**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3819 A Final Resolution Regarding Industrial Development Revenue Bond Financing For Copps Industries, Inc. Project**

Background

Copps Industries, Inc. currently operates a facility at 10600 N. Industrial Drive in Mequon. Since 1979, Copps has manufactured and designed resins for a broad range of markets including Civil Engineering, Aggregate/Mining, Structure Adhesives, and Electrical/Electronics. Today, Copps Industries produces over 500 different products. Copps plans to utilize up to $6,500,000 of Industrial Development Revenue Bonds (IRBs) for: the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility, (iii) acquisition and installation of equipment at the new facility and (iv) payment of certain professional costs in connection with its planned relocation and expansion within the City of Mequon.

To assist in this effort, Copps Industries requested that the City of Mequon express its intention to issue IRBs to finance the project. On February 9, the Common Council approved the initial resolution, Resolution 3803, signaling its approval of the project's financing through industrial development revenue bonds.

Analysis

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

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

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

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

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

Fiscal Impact

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

Recommendation

The initial resolution related to the bond financing of the Copps Industries facility project was approved in February. The State has found Copps' application acceptable under the program. As a result, the final resolution related to the proposed bond financing of the Copps Industries, Inc. expansion project is attached.

A recommendation from the Finance-Personnel Committee is forthcoming on April 13, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3819

A Final Resolution Regarding Industrial Development Revenue Bond Financing For Copps Industries, Inc. Project

BE IT RESOLVED by the Common Council of the City of Mequon, Wisconsin (the "Issuer"), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Pursuant to an Initial Resolution duly adopted on February 9, 2021, the Issuer expressed its intention to issue industrial development revenue bonds of the Issuer in an amount not to exceed $6,500,000 (the "Bonds") to finance a project on behalf of Epoxy Properties, LLC, a Wisconsin limited liability company, and/or Copps Industries, Inc., a Wisconsin corporation, and/or a limited liability entity to be formed, consisting of the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility on Lot 1, Commerce Drive located in the Mequon Business Park in the City of Mequon, Wisconsin (the "New Facility") to be operated by Copps Industries, Inc., to manufacture industrial epoxy adhesives and coatings, (iii) acquisition and installation of equipment at the New Facility and (iv) payment of certain professional costs and costs of issuance. Subsequent to the adoption of the Initial Resolution, the construction of the New Facility will be on Lot 3, Commerce Drive located in the Mequon Business Park (the project described in this Section 1.02 is herein collectively referred to as the "Project"). Notice of adoption of the initial resolution adopted on February 9, 2021 was published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed.

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

(a) a Bond Agreement (the "Bond Agreement"), proposed to be entered into among Epoxy Properties, LLC, a Wisconsin limited liability company ("Borrower"), the Issuer, BMO Harris Bank N.A., as trustee (the "Trustee") and BMO Harris Bank N.A., as original purchaser (the "Original Purchaser");

(b) a Promissory Note from the Borrower to the Issuer, and assigned by the Issuer to the Trustee; and

(c) a No Arbitrage Certificate.

Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a "project" authorized by the Act;

(b) a public hearing has been duly held on April 13, 2021 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the City of Mequon, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;

(c) the purpose of the Issuer's financing costs of the Project, is and the effect thereof will be, to promote the public purposes set forth in the Act;

(d) it is desirable that a series of revenue bonds in the aggregate principal amount not to exceed $6,500,000 be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer's interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of, and interest on, and premium, if any, on, all the Bonds outstanding under the Bond Agreement;

(e) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of, and interest on, and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of, and interest on, the Bonds is the sum of the principal of, and interest on, the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3 Approvals and Authorizations.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby

approved. There is hereby approved the issuance by the Issuer of its industrial development revenue bonds (specifically, the Bonds) in an aggregate principal amount not to exceed $6,500,000 for the purpose of financing the Project.

The Issuer shall proceed to issue its Industrial Development Revenue Bonds, Series 2021 (Copps Industries, Inc. Project), in the aggregate principal amount not to exceed $6,500,000, in the form and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The terms are hereby approved without further action by the Issuer, and the Mayor and City Clerk are authorized and directed to execute and deliver the documents listed in Section 1.04 herein, which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication by the Trustee and delivery to the original purchaser. Officers of the Issuer are authorized to take all actions as may be required on the part of the Issuer to carry out, give effect to, and consummate the transactions contemplated by the Bond Agreement.

3.02 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.03 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

3.04 The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.05 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.06 BMO Harris Bank N.A. shall initially assume and perform the duties of Trustee.

3.07 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes as soon as practicable following the closing and funding of the Bonds.

3.08 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the terms of the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.09 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid from the proceeds of the Bonds or by the Borrower.

Passed and adopted at a regular meeting of the Common Council of the City of Mequon, Wisconsin this 13th day of April, 2021.

APPROVED:

_____
John Wirth, Mayor

ATTEST:

_____
Caroline Fochs, City Clerk

CERTIFICATION BY CITY CLERK

I, Caroline Fochs, being first duly sworn, hereby certify that I am the duly qualified City Clerk of the City of Mequon, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. ____ entitled:

FINAL RESOLUTION REGARDING
INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING
FOR COPPS INDUSTRIES, INC. PROJECT

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council of the Issuer at a virtual meeting held at ____ p.m. on April 13, 2021 at a regular meeting of the Common Council and was held in open session.

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

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

_____ _____
_____ _____
_____ _____
_____ _____

and that the following alderpersons were absent:

_____ _____
_____ _____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____ _____
_____ _____
_____ _____
_____ _____

NAY:

_____ _____

_____ _____

ABSTAINED:

_____ _____

_____ _____

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Issuer hereto on this 13th day of April, 2021.

CITY OF MEQUON, WISCONSIN

[SEAL] By: _____
Caroline Fochs, City Clerk

EXHIBIT A

NOTICE TO THE ELECTORS

On April 13, 2021, a resolution was offered, read, approved and adopted whereby the City of Mequon, Wisconsin authorized the issuance and sale of its Industrial Development Revenue Bonds, Series 2021 (Copps Industries, Inc. Project) in an amount not to exceed $6,500,000 (the "Bonds"). The closing of this bond sale was held on _____, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 11333 North Cedarburg Road, Mequon, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Caroline Fochs, City Clerk
City of Mequon, Wisconsin

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

City of Mequon

draft

See Agenda Packet for
Login and Complete Packet Details
Mequon, WI 53092
Phone: 262-236-2914
Fax: 262-242-9655

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Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, March 9, 2021 - 7:30 PM
or Immediately Following the
Mequon Municipal Water Utility Commission Meeting
Virtual Meeting

Minutes

1) Call to Order, Pledge of Allegiance Led by Alderman Bushee, Roll Call

Mayor Wirth called the meeting to order at 7:39 PM.

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

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Community Development Director Tollefson, Assistant Community Development Director Zader, Finance Director Krueger, City Engineer/Public Works Director Lundeen, Police Chief Pryor, Parks and Forestry Superintendent Gies, press and interested public.

2) Public Hearing:

ORDINANCE 2021-1585 - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone 15.3 Acres of the Property (Donges Bay School) Located at 2401 W. Donges Bay Road from R-2 (Single-Family 2-Acre) to IPS (Institutional); **Recommended by Planning Commission January 25, 2021; First Reading at Common Council February 9, 2021.**

Motion to open the public hearing for **ORDINANCE 2021-1585**.

Attachment: 03-09-21_CC Draft minutes (6059 : Common Council meeting minutes of March 9, 2021)

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

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

Motion to close the public hearing for **ORDINANCE 2021-1585**.

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

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

3) Ordinance:

a) **ORDINANCE 2021-1585** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone 15.3 Acres of the Property (Donges Bay School) Located at 2401 W. Donges Bay Road from R-2 (Single-Family 2-Acre) to IPS (Institutional).

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

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

4) Public Officials' Reports:

a) Mayor: None.

b) City Administrator: City Administrator Jones announced there would be a joint informational meeting with the Mequon Common Council and the 9 other municipal jurisdictions in Ozaukee County to hear a presentation from the Wisconsin Policy Forum on the Fire and EMS Service Sharing Study on March 11, 2021 at 6:00 PM. It will be a webinar style format followed by a questions and answers from elected officials in attendance. The report will be made available to the public and on the City website on Friday, March 12th. The Wisconsin Policy Forum is planning to be in attendance at our next Common Council meeting April 13, 2021 to review and discuss the report.

He also stated that the Spring Election will be Tuesday, April 6, 2021. Besides the races for State Superintendent of Public Instruction, Court of Appeals Judge, and Circuit Court Judge, and three seats for the Mequon-Thiensville School Board there will be three aldermanic races for Districts 6, 7 and 8. In person voting will be held at City Hall from March 23rd through April 2nd during normal business hours of 8:00 AM to 4:30 PM. On Election Day voters will vote at their regular polling sites between the hours of 7:00 AM and 8:00 PM. See the Clerk's Office web page on the City's website for more information.

Attachment: 03-09-21_CC Draft minutes (6059 : Common Council meeting minutes of March 9, 2021)

5) Consent Agenda:

a) Common Council meeting minutes of February 9, 2021.

b) Architectural Board meeting minutes of December 14, 2020.

c) Festivals Committee meeting minutes of January 14, 2021.

d) Finance-Personnel Committee meeting minutes of January 12, 2021.

e) Park and Open Space Board meeting minutes of January 20, 2021.

f) Planning Commission meeting minutes of January 25, 2021.

g) Public Safety Committee meeting minutes of December 8, 2020.

h) Public Welfare Committee meeting minutes of January 12, 2021.

i) Public Works Committee meeting minutes of January 12, 2021.

j) 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 2021-1586 An Ordinance Amending Chapter 82 of the Mequon Municipal Code to Reflect Current Roadway Names and Posted Speed Restrictions within the City.

RESULT: **First Reading**

Motion to approve the monthly list of minutes and reports, Items A-I.

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

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

6) Resolutions:

a) **RESOLUTION 3812** - A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Years 2018 and 2019.

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

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

b) **RESOLUTION 3813** - A Resolution Authorizing a Transfer of Funds from the Fire Department's Full-Time Personnel Accounts to the Public Safety Building Repairs Account in the Amount of $90,000.

Attachment: 03-09-21_CC Draft minutes (6059 : Common Council meeting minutes of March 9, 2021)

Motion to remove $90,000 from the Fire Department payroll budget.

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

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

Motion to add $90,000 to the Public Safety Buildings' repair account.

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

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

The Mayor convened a Committee of the Whole meeting at 7:50 PM to recommend **RESOLUTION 3814**.

Mayor Wirth clarified three points: 1) Common Council will address any requested modifications to the Policy for Mequon Community Pool and Parks Operations at the April 2021 meeting; 2) The termination of the Emergency Declaration will be on the Common Council agenda by July 2021; and 3) Hybrid meetings will commence in May 2021. Nobody would be required to attend these hybrid meetings. In the future, the hope is to give the public the option of attending meetings virtually.

Motion to recommend **RESOLUTION 3814** to the Common Council.

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

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

The Committee of the Whole reconvened as the Common Council at 7:55 PM.

c) **RESOLUTION 3814** - A Resolution Extending the City of Mequon's Declared Public Health Emergency in Response to COVID-19 from March 15, 2021 to September 15, 2021.

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

Attachment: 03-09-21_CC Draft minutes (6059 : Common Council meeting minutes of March 9, 2021)

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

d) **RESOLUTION 3815** - A Resolution Amending the City of Mequon's COVID-19 Emergency Medical Leave Benefits to Address the Availability of the COVID-19 Vaccine.

Assistant City Administrator Schoenemann gave an overview of the Emergency Medical Leave Amendment: 1) Section 1 allows staff to use one day of Emergency Medical Leave if they experience adverse side effects to the COVID-19 vaccine; 2) Employees should endeavor to get their vaccine within thirty days of being approved to get the vaccine according to the State plan. If the employee chooses not to get the vaccine within thirty days of starting the vaccination process they will not be eligible for benefits according to this policy. Pre-existing conditions or extenuating circumstances are included in the policy and will be reviewed on a case-by-case basis.

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

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

e) **RESOLUTION 3811** - A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park.

The Public Work Committee unanimously approved this resolution with the following condition: Reduce the fees to be equitable with the other public events, i.e., Gathering on the Green and Lionsfest. Forestry Superintendent Gies confirmed this is a one year agreement that can be renewed without coming back to the Common Council if there are no changes to the agreement by either party.

Further discussion ensued on the cost increases of items such as holding tank pump fees and Mr. Gies confirmed that direct pass through costs would increase the rental fee accordingly. In addition, Mr. Gies stated that signage and washing stations will be provided by the renter as outlined in the agreement.

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

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

f) **RESOLUTION 3816** - A Resolution Notifying the Wisconsin Department of Transportation (WisDOT) of the City's Intent to Install an Eastbound Turn Lane on Mequon Road at its Intersection with Weston Drive, in Connection with the Ozaukee Inter-Urban Trail Crossing Improvement Project in the Town Center Neighborhood.

Attachment: 03-09-21_CC Draft minutes (6059 : Common Council meeting minutes of March 9, 2021)

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

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

g) **RESOLUTION 3817** - A Resolution Awarding the Reuter Pavilion Roof and Gutter Replacement Contract to Larson's Building Services of Mequon, Wisconsin in the Amount of $28,660.

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

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

7) Specified Unfinished Business: None.

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

9) Specified Miscellaneous New Business:

Mayoral Appointment: Joint Mequon-Thiensville Bike and Pedestrian Way Commission, Kathryn Beiser, Member

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

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

10) Adjourn

Motion to adjourn at 8:07 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski

Attachment: 03-09-21_CC Draft minutes (6059 : Common Council meeting minutes of March 9, 2021)

City of Mequon

11300 N Buntrock Avenue
Mequon, Wisconsin 53092
Phone (262) 242-3500
Fax (262) 242-7655

www.ci.mequon.wi.us

Police Department

Attachment: Police and Fire Comm Minutes_02-02-21 (6069 : Board of Police and Fire Commissioners meeting minutes of February 2, 2021)

Board of Police and Fire Commissioners
February 2, 2021

MINUTES

PRESENT: Commissioners Pukaite, Michalski *(8:10 AM)*, Ridley, Nuernberg, and Szymborski

ALSO PRESENT: Police Chief Pryor, Fire Chief Bialk, Assistant City Administrator Schoenemann, Deputy Chief Zellmann, Sergeant Grenfell, Executive Assistant Kowalchuk

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

2. Personal Appearances and Public Comment
Newly appointed Sergeant Ross Grenfell was in attendance; he introduced himself and spoke to commissioners of his police background and experience

3. Approve meeting minutes of January 5, 2021
Moved by Commissioner Nuernberg, seconded by Commissioner Szymborski to approve the meeting minutes of January 5, 2021 with Scribner corrections acknowledged and addressed. Motion passed by voice acclamation.

4. Chief's Reports
Chief Pryor (Police)

- Sgt. Grenfell introduction (noted in personal appearances).
- Two new officers will be sworn in on February 15th.
- Statistics on employee Covid vaccinations was discussed.

Chief Bialk (Fire)

- Call volume dropped substantially locally and nationwide when COVID started, however the year end numbers caught up finishing at approximately 100 calls less than the previous year.
- Chief Zellmann' s recruitment efforts have proved successful and have brought in a number of new hires.
- Commissioners were updated on the Battalion Chiefs hiring process with the first round of interviews scheduled for February 18th.
- Recruit training updates and coordination efforts with MATC to provide needed training was discussed.
  - ✓ Commissioners followed up on this discussion, with Commissioner Pukaite volunteering to send a letter of appreciation to MATC for continuing to provide the classes our recruits need.

5. Information Item – Fire and Police Personnel Recruitment Processes
Commissioner Pukaite advised that she had requested this item be added to the agenda so commissioners could be reminded of these recruitment processes.

Chief Pryor spoke of the presence the police department has at various technical colleges and UW-Milwaukee as a result of some of its employees being instructors, one sergeant is a professor (UW-Milwaukee), and the head of the MATC Technical College was Chief Pryor's first FTO. These

relationships enable the department to maximize on these avenues for reaching out to prospective candidates.

The Department additionally has three officers who participate in college career fairs when they occur, its officer hiring process is detailed and posted on the City's website and the department has a presence on the WI Law Enforcement WILENET website which is the site that all Wisconsin police departments go to for their information; this site includes postings for jobs in Wisconsin law enforcement.

Deputy Chief Zellmann advised that because of the department's internship program, MATC recruitment can be vigorous and has proved successful with a number of minority candidates, giving them an opportunity to get firefighting skills. He added, however, that it is not unusual for them to then get poached by career departments. Nevertheless, the department will continue to provide these opportunities and continue to cultivate anyone who comes along and is willing.

Commissioner discussions continued with an eye towards Mequon making sure it is reaching minorities with its recruitment processes; a number of suggestions were made including:

- Mequon Homeowner Associations and the Ozaukee NAACP – send information to these entity presidents alerting them to our recruiting.
- Possibly establish a Cadet Program for young potential candidates.
- Community service officers, usually young people age 18-22 that have interest in law enforcement, they get a taste for these jobs by actually working for the community.
- In effort to recruit more women, look into college athletic programs; there is a study link between women athletes and their interest in both police and fire service.
- Commissioners Szymborski and Ridley offered to brainstorm ideas with Human Resources and the chiefs and see where things go from there.

Both chiefs and Assistant City Administrator Schoenemann expressed appreciation of the suggestions and confirmed they are happy to consider additional ideas to incorporate what the City is already doing to make its recruitment approach more intentional.

6. Review/Certify Eligibility List for Fire Department Recruits

Deputy Chief Zellmann reviewed each of the proposed recruit's information and qualifications with commissioners, two of which are Mequon residents and one is transitioning from the department's intern program.

Moved by Commissioner Michalski, seconded by Commissioner Ridley to approve/certify proposed Fire Department Recruits Jessica Gold, Nicholas Castner, and Charles Zelensky. Motion passed by roll call vote (5/0).

Ayes: Pukaite, Michalski, Ridley, Nuernberg, and Szymborski

7. Adjourn

The meeting was adjourned at 8:42 AM.

Respectfully Submitted,
Diane Kowalchuk

Attachment: Police and Fire Comm Minutes_02-02-21 (6069 : Board of Police and Fire Commissioners meeting minutes of February 2, 2021)

City of Mequon

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

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Thursday, February 11, 2021
6:30 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:
Committee Member Kirsten Hildebrand
Committee Member Miranda White
Committee Member Moshe Luchins
Vice Chair Vanessa Nerbun
Committee Member Janet Fussell
Committee Member Dynami Al-Anjeri -- **Absent**

Also Present: Executive Assistant Prosser

2) Approval of Meeting Minutes

a. January 14, 2021 Minutes

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

AYES:	Hildebrand, White, Luchins, Nerbun, Fussell

3) Discussion Items

a. Taste of Mequon 2021

Vice Chair Nerbun opened the discussion by stating that several of the area summer festivals have postponed their event to Fall of 2021. The Committee discussed whether to consider moving the date of Taste of Mequon to later in September or early October. Concerns were raised for the weather in late September, early October, and the start of school sports. Several members voiced their concern for the event taking place on September 11.

Member Hildebrand made a motion to hold Taste of Mequon on Saturday, September 11.

Attachment: Festivals Committee minutes_02-11-21 (6068 : Festivals Committee meeting minutes of February 11, 2021)

A question was raised as to whether the Mequon Thiensville Education Foundation will hold their color run this year. Vice Chair Nerbun will reach out to the Foundation to find out if they plan to hold the color run and report back at the next meeting. Member White volunteered to find out dates when other local festivals plan to hold their event and report back at next month's meeting. The members of the Committee decided to continue their discussion at the next month pending further information on the color run and local events.

Member Hildebrand withdrew her motion.

b. 2021 Fee Schedule

Executive Assistant Prosser provided the Committee with background information on the fee schedule, stating that at the January 27, 2020 meeting the Committee voted to increase the Food/Beverage vendor space fee by $50 as well as the late fee by $50. Ms. Prosser noted that prior to 2020, the Food/Beverage vendor space fee remained the same since 2013. The fees for Artist/Craftsman/Farmer's Market vendors and Non-Food/Beverage vendor were not increased in 2020. The Committee received a copy of the January 27, 2020 meeting minutes and the 2020 fee schedule.

The Committee discussed ways to help defray the cost for vendors, taking into consideration how difficult the past year has been for businesses. Member White noted that Cedarburg Festivals has not changed their prices for vendors this year. A suggestion was made to offer help to a vendor that is unable to afford the space fee.

Member Fussell moved to charge the 2019 rate for the Food/Beverage space fee, seconded by Vice Chair Nerbun. The Food/Beverage vendor space fee and late fee will be reduced by $50.

c. Draft 2021 Meeting Schedule

The Committee accepted the 2021 meeting schedule as presented. The meetings of the Festivals Committee will take place on the second Thursday of the month at 6:30 p.m.

4) Election of Chair

A motion was made by Vice Chair Nerbun to nominate Member Kirsten Hildebrand as Committee Chair. Member Kirsten Hildebrand appreciated the nomination, however declined due to her current commitments.

A motion was made by Member Fussell to nominate Member Vanessa Nerbun as Committee Chair, seconded by Member Kirsten Hildebrand.

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

Attachment: Festivals Committee minutes_02-11-21 (6068 : Festivals Committee meeting minutes of February 11, 2021)

AYES:	Hildebrand, White, Luchins, Nerbun, Fussell

5) Information Items

a. 2021 Work Plan

The Committee will continue their discussion on Taste of Mequon 2021 at the next meeting. Additional agenda items include committee member assignments, election of vice chair, review of 2021 applications, event guidelines, and 2021 proposed budget. Member Hildebrand requested a discussion on collecting a cover charge and Member White requested a discussion on social media.

6) Motion to adjourn the meeting at 7:29 PM.

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

AYES:	Hildebrand, White, Luchins, Nerbun, Fussell

Respectfully Submitted,

Lina Prosser
Executive Assistant

Attachment: Festivals Committee minutes_02-11-21 (6068 : Festivals Committee meeting minutes of February 11, 2021)

City of Mequon

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

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

FINANCE-PERSONNEL COMMITTEE
Tuesday, February 9, 2021
6:45 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

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

The meeting was called to order at 6:48 PM. Also present: Will Jones, City Administrator, Kaitlyn Krueger, Finance Director, Marie Keyser, Assistant to the Finance Director, Brian Sajdak, City Attorney, Kimberly Tollefson, Community Development Director, Ellen Roberts, Dana Investment Advisors, Matt Slowinski, Dana Investment Advisors, Kathleen Schilling, Ozaukee County, Greg Palmer, President of Copps Industries and Chris Wood, Copps Industries.

2) Approve Meeting Minutes

a. January 12, 2021 Meeting Minutes

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

3) Vouchers for Payment

a. January 2021 Voucher Approval List

No comments or discussion from the Committee.

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

Attachment: 020921 not draft (6018 : Finance-Personnel Committee meeting minutes of February 9, 2021)

AYES:	Bushee, Nerbun, Strzelczyk

4) Resolutions

Action requested: review and recommend approval

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

Alderman Bushee asked staff if there were more businesses in a similar situation and whether the City can review these as a whole rather than one by one. Community Development Director Tollefson stated that around February 2020, the City offered a three-month deferral of all Revolving Loan Funds in addition to the Emergency Loan Fund that was offered. Ms. Tollefson further stated that the City has not heard from any other businesses requesting changes to their current loan structure terms. If other businesses approach the City with similar requests, staff will discuss with the Committee at that time.

Mayor Wirth questioned if the three-month deferral of the Revolving Loan Fund continued to accrue interest during that three-month period or if the end of the loan term simply was pushed back three months. Kathleen Schilling, Executive Director of Ozaukee Economic Development, stated the deferral did not accrue interest during that three-month period and the three deferred payments would be added on to the end of the loan term. Director Schilling also stated that in the case of Bartolotta Restaurant Group, the nine-month extension will accrue additional interest during that time frame.

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

AYES:	Bushee, Nerbun, Strzelczyk

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

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

Attachment: 020921 not draft (6018 : Finance-Personnel Committee meeting minutes of February 9, 2021)

5) Discussion Items

a. 2020 YTD Investment Report & Review Presentation by DANA Investments

Finance Director Krueger introduced Ellen Roberts and Matt Slowinski of Dana Investment Advisors who provided a short presentation in regards to the City's investments. Mr. Slowinski noted that since the working relationship started in April 2019, the portfolio returned 2.48% or about $420,000 which is about double the return of the state investment pool.

Mayor Wirth stated that interest rates since the 2009 recession have been abnormally low and questioned what Dana Investment Advisors sees as a more "normalized" interest rate in the future. Mr. Slowinski stated the Fed's long-term projection of about 2.5% is likely unattainable in the next decade and a more realistic percentage is probably between 1-2%.

b. Request for Proposals (RFP) - Banking Services

Finance Director Krueger stated she drafted a Banking Services Request for Proposals and included for Committee review prior to publication. Ms. Krueger stated the City has been with BMO Harris since 2014 and is pursuing the RFP to make sure the City is getting the best service and cost available.

City Administrator Jones asked if any Committee members would like to participate in the interviews of certain banks should City staff feel that direction is necessary to determine a finalist to put forth a recommendation to Council.

Alderman Bushee requested that the RFP document include instructions that if the banking institution emails their completed proposal, they should follow up with a phone call to make sure the City received it.

c. Work Plan

Alderman Nerbun suggested adding a review of the effectiveness of TIDs 4 and 5 to the work plan. Mayor Wirth stated that staff is currently preparing for a meeting with Council to review the TIDs. Director Tollefson responded that the meeting mentioned is primarily about expenditures in TID 3, but can update the Council on the status of other TIDs if requested.

6) Adjourn

A motion to adjourn was made by Alderman Bushee at 7:19 PM, seconded by Alderman Nerbun. All responded in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

Attachment: 020921 not draft (6018 : Finance-Personnel Committee meeting minutes of February 9, 2021)

City of Mequon

Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-1580

www.ci.mequon.wi.us

Water Utility
Taped and Televised

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Tuesday, November 10, 2020
7:30 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call
Commissioner Wirth called the meeting to order at 7:30 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, Finance Director Krueger, Director of Public Works/City Engineer Lundeen, Assistant City Administrator Schoenemann, Deputy Director of Utilities Driscoll, Water Utility/City Water LLC Director of Operations Voigt, Assistant Finance Director Keyser, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. October 27, 2020 Minutes

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

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

3) Action Item

Discussion and Action

Attachment: Municipal Water Utility minutes_11-10-20 (6063 : Mequon Municipal Water Utility Commission meeting minutes of November 10,

a. Authorization of Expenditures Exceeding $25,000 for Utility Locates Associated with the Existing USIC Contract

Director of Public Works/City Engineer Lundeen stated this is a contract the city has, due to the amount of locates, staff projects that we will exceed $25,000.00 for the year and are requesting authorization for that expenditure.

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

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

4) Motion to Adjourn at 7:35 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: Municipal Water Utility minutes_11-10-20 (6063 : Mequon Municipal Water Utility Commission meeting minutes of November 10,

City of Mequon

Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

MILWAUKEE RIVER ADVISORY COMMITTEE
Wednesday, June 3, 2020
6:30 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call
Chair Knuth called the meeting to order at 6:36 PM.

Present:
Committee Member Bill Spaulding
Committee Member Gary Berg
Committee Member Ronald Dorszynski
Chair Daniel Knuth
Committee Member Karen McNarney
Committee Member Karen Stern
Committee Member Michael Gross -- **Absent**
Vice Chair Kenneth Quant -- **Absent**

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

2) Approval of Meeting Minutes

a. January 15, 2020 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Committee Member Dorszynski
SECONDED BY:	Committee Member McNarney

AYES:	Spaulding, Berg, Dorszynski, Knuth, McNarney, Stern

3) Committee Discussion of Unfinished Business

A. Discuss River Users Facebook Page

The board discussed signage to promote the facebook page either a stand along sign or add it to current signage in Villa Grove, Garrisons Glen and Thiensville Park where there is the higher use. Discussion also included having it added to the electronic sign on the corner of Cedarburg Road and Meqoun Road.

4) New Business

Attachment: River Advisory minutes_06-03-20 (6064 : Milwaukee River Advisory Committee meeting minutes of June 3, 2020)

a. New Committee Members & Re-Appointments

Chair Knuth welcomed the new member Bill Spaulding to the committee and recognized the reappointment of Ron Dorszynski.

b. Elect a Chair and Vice Chair 2020-2021

a. Motion to elect Mike Gross as chair.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member Stern
SECONDED BY: Committee Member Dorszynski

AYES:	Spaulding, Berg, Dorszynski, Knuth, McNarney, Stern

b. Motion to elect Ken Quant as vice chair.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member McNarney
SECONDED BY: Committee Member Stern

AYES:	Spaulding, Berg, Dorszynski, Knuth, McNarney, Stern

c. Upcoming Calendar Year Events

The board discussed the flyer for Fun Before the 4th and about notification of the Boat Parade and advertise on Facebook.

d. Park Signage Regarding PFDs

The board discussed adjusting the signs to reflect the non-requirement of personal flotation device and water skis. The board agreed to see if something could be placed over the current sign to reflect this without spending significant amount of money on a new sign.

5) Motion to adjourn at 7:34 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member Stern
SECONDED BY: Committee Member Dorszynski

AYES:	Spaulding, Berg, Dorszynski, Knuth, McNarney, Stern

Respectfully Submitted,

Casey Deuster

Attachment: River Advisory minutes_06-03-20 (6064 : Milwaukee River Advisory Committee meeting minutes of June 3, 2020)

City of Mequon

See Agenda Packet for
Login and Complete Packet Details
Mequon, WI 53092
Phone: 262-236-2918
Fax: 262-242-9655

www.ci.mequon.wi.us
Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, February 17, 2021
6:30 PM
Virtual Meeting

Minutes

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

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

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

2) Approval of Meeting Minutes

a. January 20, 2021 Minutes

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

AYES:	Marchese, Parrish, Amland, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite

3) Action Item

Discussion and Possible Action

Attachment: Park and Open Space minutes_02-17-21 (6066 : Park and Open Space Board meeting minutes of February 17, 2021)

a. **RESOLUTION 3811** A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park

Parks and Forestry Superintendent Gies provided an overview of the Jewish Food Festival, along with the cost breakdown to hold the event. He stated in the agreement there is one request that would need an ordinance exception to approve temporary fencing around the petting zoo along with additional hand washing stations. Also, approval of domestic animals to be allowed in the parks, hoofed animals like goats, chickens, and rabbits.

Alderman Parrish questioned if the animals would stay overnight and the safety measures in place while they are there.

Representative for the Center of Jewish Life, Rabbi Moshe Luchins informed the board that the animals would be transported to and from the Zoo to Rotary Park during the event hours but would be removed overnight and brought back the next day.

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

AYES:	Marchese, Parrish, Amland, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite

b. Lemke Bathrooms Request for Proposal Draft

Parks and Forestry Superintendent Gies provided a draft request for proposal for bathrooms and concessions at Lemke Park. 2021 would be a design, site plan, from a consultant with implementation in 2022 or when private public partnership has funded the project. There would be a selection committee to discuss needs for the project.

The board discussed fiscal impact and how the city is paying for this, along with timeline, and would construction block any future projects in the parks.

Parks and Forestry Superintendent Gies asked the board for comments and changes to the RFP with a deadline of two weeks following the meeting. The final RFP for approval would be in the next meeting.

4) Chair Report

a. Chair Report

Chair Marchese updated the board on discussion's he has had with the T-M Rotary Club about future park projects and updated the board on the proposed amendment on the open space and outdoor recreation plan.

5) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Attachment: Park and Open Space minutes_02-17-21 (6066 : Park and Open Space Board meeting minutes of February 17, 2021)

Parks and Forestry Superintendent Gies updated the board on the approval of Gathering on the Green by Common Council and the decision by the T-M Lions Club to move 2021 Lionfest to Village Park.

Parks and Forestry Superintendent Gies also updated the board on the DNR stocking the ponds at Rotary park in 2021. He also informed the board the Mequon AOC project is being moved to 2022.

b. 2021 Work Plan

Parks and Forestry Superintendent Gies updated the board on the 2021 work plan.

6) Motion to Adjourn at 7:43 PM.

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

AYES:	Marchese, Parrish, Amland, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: Park and Open Space minutes_02-17-21 (6066 : Park and Open Space Board meeting minutes of February 17, 2021)

City of Mequon

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

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

Attachment: Public Safety minutes_02-09-21 (6085 : Public Safety Committee meeting minutes of February 9, 2021)

PUBLIC SAFETY COMMITTEE
Tuesday, February 9, 2021
5:30 PM
Virtual Meeting

Minutes

1) Call to Order

Present:
Chair Kathleen Schneider
Alderman Mark Gierl
Alderman Dale Mayr

Also Present: Fire Chief Bialk, Deputy Fire Chief Zellmann, Executive Assistant Kowalchuk
Absent: Police Chief Pryor

2) Approve Meeting Minutes

a. Public Safety Committee - Regular Meeting - Dec 8, 2020 5:15 PM

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

AYES: Schneider, Gierl, Mayr

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3808** A Resolution Approving the Purchase of a Fire Department First Responder Vehicle from Ewald Automotive Group, Hartford, Wisconsin, Installation of Associated Equipment from General Fire Equipment, Milwaukee, Wisconsin, and Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of $42,986

Chief Bialk provided a brief summary of the proposed vehicle purchase emphasizing the importance of the City having reliable, useable vehicles for its 24 hour-a-day First Responder program. He additionally advised that the vehicle to be replaced, which is currently at 73,000 miles, will continue to be used and will replace an older, higher mileage department vehicle.

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

AYES:	Schneider, Gierl, Mayr

4) Information Items

   a. Fire Department 2020 Annual report

   Chief Bialk reviewed some of the highlights from the Fire Department's 2020 annual report such as call volume, inter facility transports, the new fee schedule and on scene patient care.

   He additionally spoke highly of department members' professionalism in meeting the many challenges as a result of the almost hourly, initial protocol change requirements at the start of COVID.

5) Adjourn

   a. Motion to adjourn the meeting at 5:45 PM.

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

AYES:	Schneider, Gierl, Mayr

Respectfully Submitted,

Diane Kowalchuk
Executive Assistant

Attachment: Public Safety minutes_02-09-21 (6085 : Public Safety Committee meeting minutes of February 9, 2021)

City of Mequon

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

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

PUBLIC WELFARE COMMITTEE
Tuesday, February 9, 2021
6:00 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:
Chair Dale Mayr
Alderman Glenn Bushee
Alderman Robert Strzelczyk

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

2) Approval of Meeting Minutes

a. January 12, 2021 Minutes

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

AYES:	Mayr, Bushee, Strzelczyk

3) Resolutions

a. **RESOLUTION 3804** A Resolution Designating Mequon, Wisconsin as a Bee City USA

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

AYES:	Mayr, Bushee, Strzelczyk

b. **RESOLUTION 3805** A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing International Migratory Bird Day in Conjunction with Arbor Day

Attachment: Public Welfare minutes_02-09-21 (6105 : Public Welfare Committee meeting minutes of February 9, 2021)

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

AYES:	Mayr, Bushee, Strzelczyk

4) Discussion Items

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

Assistant City Administrator Schoenemann noted that the Committee left off their discussion of Chapter 2 at Section 2-21 (e) - Mayoral Veto Power at their last meeting. Mr. Schoenemann stated that the City follows the Wisconsin State Statute that governs mayoral veto power. Mr. Schoenemann reviewed the State Statute with the Committee noting that the proposed language is very similar to the language in the State Statute with one addition; *the Mayor has the ability to veto acts of any committee that could have been taken by the common council if not delegated by the Common Council or this code to such Committee, including acts by the Planning Commission.*

The Committee held a discussion on where the veto should go after it has been addressed at a committee level. Concerns were expressed that the veto process has the potential to delay an item. Following the discussion, Chairman Mayr inquired whether the Committee would prefer to have the veto go back to the Committee making the decision or forward to the Common Council for consideration.

The Committee reached a consensus on the language by a show of hands; *any committee or commission decision that the Mayor vetoes automatically goes back to the Common Council, at that time the Council will take the vote to override the veto or refer it back to the Committee/Commission that made the decision.* City Attorney Sajdak will draft the proper language.

The Committee concluded their review of Chapter 2 to allow for time to discuss the additional items on the agenda. Staff will reach out to the Committee to schedule a special meeting to continue the review of Chapter 2: Article II - Common Council and Article IV - Officers and Employees.

b. Hybrid Meeting Technology Update

Assistant City Administrator Schoenemann provided a demonstration of a hybrid meeting. The demonstration provided an illustration of the functionality and interaction capabilities of hybrid meetings. A suggestion was made to offer a TV monitor at each side of the dais in the Council Chamber.

Chairman Mayr requested that the topic of in-person meetings be placed on the agenda either for the June or July Public Welfare Committee meeting.

Attachment: Public Welfare minutes_02-09-21 (6105 : Public Welfare Committee meeting minutes of February 9, 2021)

c. Community Outreach Committee

Due to time the lack of time, the Committee was not able to discuss the Community Outreach Committee. The item will be placed on the upcoming Special Public Welfare Committee meeting.

5) Information Items

a. Work Calendar

Due to the lack of time, the Committee was not able to review the work plan.

6) Motion to adjourn the meeting at 6:47 p.m.

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

AYES:	Mayr, Bushee, Strzelczyk

Respectfully Submitted,

Lina Prosser
Executive Assistant

Attachment: Public Welfare minutes_02-09-21 (6105 : Public Welfare Committee meeting minutes of February 9, 2021)

City of Mequon

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

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

PUBLIC WORKS COMMITTEE
Tuesday, February 9, 2021
6:45 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call
Chair Parrish called the meeting to order at 6:45 PM.

Present:
Chairman Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

Also present were Director of Public Works/City Engineer Lundeen, City Attorney Sajdak, Deputy Director of Public Works Weyker, Parks and Forestry Superintendent Gies, and Administrative Assistant Deuster.

2) Approval of Minutes

a. January 12, 2021 Minutes

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

AYES:	Parrish, Hansher, Gierl

3) Resolutions
Action requested: review and recommend approval

a. **RESOLUTION 3800** A Resolution Approving a Special Event Agreement for Annual Gathering on the Green Festivities Held During the Third Week of July in Rotary Park

Also present was Rob Kos, Executive Director of Gathering on the Green for any questions.

Alderman Parrish updated that the Park and Open Space Board unanimously recommended approval of the resolution at the January 20th, 2021 meeting. The resolution as written does not incorporate any reduction in fees. The Public Works Committee could make a motion for a reduction in fees.

Attachment: Public Works Minutes_02-09-21 (6065 : Public Works Committee meeting minutes of February 9, 2021)

Executive Director of Gathering on the Green, Rob Kos stated this is the 26th year for Gathering on the Green and the City has been fantastic and supportive.

Parks and Forestry Superintendent Gies provided a breakdown of the costs determined for the event. These are a direct pass through of the costs depending on the number of days that the park is in use. The event is 2 days but they start set up the Sunday prior to the event.

Chief Pryor echoed a great relationship with Gathering on the Green in years past and good success of working things out ahead of the event.

Alderman Parrish made a motion to approve the rental of Gathering on the Green with the amendment to the cost no to exceed $7,320 for this year.

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

AYES:	Parrish, Hansher, Gierl

b. **RESOLUTION 3806** A Resolution Temporarily Extending the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19

Director of Public Works/City Engineer Lundeen emphasized this is intended to be a temporary extension and Staff will come back later in the year, when there has been more time to analyze both where the City is in terms of the health of the public in general and also in terms of what other municipal pools are doing and/or the conclusion of the winter meetings Parks and Forestry Superintendent Gies is having with the sports user groups.

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

AYES:	Parrish, Hansher, Gierl

c. **RESOLUTION 3807** A Resolution Approving the Acquisition of a Drainage Easement and the Award of a Contract to Replace a Failed Storm Sewer Culvert Across the Property at 9731 N. Courtland Drive for a Total Cost of $34,625

Resident Brian Henning was also in attendance and registered to speak.
He stated he appreciated meeting with Staff on the sink hole and working to find a solution at his property. There are still some outstanding questions he has from the packet information and would like language and landscaping items adjusted prior to signing off on the agreement.

Director of Public Works/City Engineer Lundeen questioned would any of the changes have a financial impact, stating that would be a concern for moving forward tonight with this resolution having a not to exceed amount.

Attachment: Public Works Minutes_02-09-21 (6065 : Public Works Committee meeting minutes of February 9, 2021)

Resident Henning agreed this is ultimately a concern and the easement impact could have a financial impact. His position is there is a value to the easement that needs to be negotiated and given the restrictions would change the use of the property in some way. While recognizing the easement is for the betterment of the subdivision, the ongoing discussion do concern the consideration of the easement.

Alderman Hansher inquired on if this is delayed too long, what would the impact be in the spring.

Director of Public Works/City Engineer Lundeen stated staff does not know. Unfortunately, there is a significant amount of snowfall out there and staff would like it to flow through natural paths. There is the potential it could either make the sink hole worse or delay the ability to start the project. Staff will do everything in their power to keep it safe until such time a more permanent solution can be in place.

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

AYES:	Parrish, Hansher, Gierl

d. **RESOLUTION 3809** A Resolution Establishing a Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way

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

AYES:	Parrish, Hansher, Gierl

4) Discussion Items

a. 2020 Work Plan (2.9.21)

Director of Public Works/City Engineer Lundeen provided an update to the 2021 work plan.

5) Motion to Adjourn at 7:05 PM.

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

AYES:	Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: Public Works Minutes_02-09-21 (6065 : Public Works Committee meeting minutes of February 9, 2021)

City of Mequon

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 13, 2021**
SUBJECT: **ORDINANCE 2021-1587 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Micro-Distilleries and Micro-Wineries to the List of Conditional Uses in the Town Center Zoning District**

Background

Foxtown Ventures is requesting a text amendment related to the Town Center Zoning District Standards to allow for the use of distilleries. The test amendment would allow the applicant to add a distillery to the existing Foxtown Brewery site on Mequon Road.

Analysis

This request is similar to a text amendment that was approved in 2017 that allows breweries in the Town Center as a conditional use. During that process, staff added several specific conditions related to the use of a brewery. Staff believes these conditions are applicable to the operation of a distillery as well. In addition, staff has taken the opportunity to include wineries, along with distilleries, as part of the text amendment. The specific, proposed standards are as follows:

Micro-distillery. A *micro-distillery* is an establishment that produces less than 10,000 gallons of spirits on site per year. Micro-distilleries shall provide the following operations and features:

a. Manufacture, bottle, pack and store spirits on premise and ship spirits from premises.
b. Retail sale of spirits on premises.
c. Consumption of spirits on premises.
d. Tasting room for samples on premises.
e. Indoor and outdoor event space on premises.

The operations and features associated with a. listed above, shall not exceed 60 percent of the total distillery operations on premise.

Micro-distilleries may provide the following operations:

a. Sit-down restaurant on premises.
b. Delicatessen on premises.
c. Similar ancillary uses on premises as approved by the Planning Commission.

Micro-distilleries shall not conduct the following operations:

a. Fast food restaurant on premises.
b. Drive thru services.

Micro-winery. A *micro-winery* is an establishment that produces less than 10,000 gallons of wine

on site per year. Wineries shall provide the following operations and features:

a. Manufacture, bottle, pack and store wine on premise and ship wine from premises.
b. Retail sale of wine on premises.
c. Consumption of wine on premises.
d. Tasting room for samples on premises.
e. Indoor and outdoor event space on premises.

The operations and features associated with a. listed above, shall not exceed 60 percent of the total winery operations on premise.

Micro-wineries may provide the following operations:

a. Sit-down restaurant on premises.
b. Delicatessen on premises.
c. Similar ancillary uses on premises as approved by the Planning Commission.

Micro-wineries shall not conduct the following operations:

a. Fast food restaurant on premises.
b. Drive thru services.

Attached is a copy of the ordinance amending pertinent portions of the Municipal Code as proposed, as well as a red-line version of Table 301-1 and Section 58-303 in their entirety that illustrates the full effect of the proposed amendments as conditional uses within the Town Center Zoning District.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On March 22, 2021, the Planning Commission approved the proposed ordinance amendments by a vote of 8-0.

Attachments:

Exhibit A: Track Changes Town Center Zoning District (DOCX)
Exhibit B: Track Changes Specific Design Regulations (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1587

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Micro-Distilleries and Micro-Wineries to the List of Conditional Uses in the Town Center Zoning District

RECITALS

A. The Common Council has determined that wineries and distilleries are an appropriate business use in the City of Mequon.

B. The Common Council has further determined that wineries and distilleries would be appropriate in the TC zoning district as conditional uses.

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

SECTION 1

Table 301-1 of the Mequon Code of Ordinances is amended to add the following:

Town center breweries, micro-distilleries, micro-wineries

Section 58-303 of the Mequon Code of Ordinances is amended to read as follows:

Micro-distillery. A micro-distillery is an establishment that produces less than 10,000 gallons of spirits on site per year. Distilleries shall provide the following operations and features:

a. Manufacture, bottle, pack and store spirits on premise and ship spirits from premises.
b. Retail sale of spirits on premises.
c. Consumption of spirits on premises.
d. Tasting room for samples on premises.
e. Indoor and outdoor event space on premises.

The operations and features associated with section a. listed above, shall not exceed 60 percent of the total distillery operations on premise.

Micro-distilleries may provide the following operations:

a. Sit-down restaurant on premises.
b. Delicatessen on premises.
c. Similar ancillary uses on premises as approved by the Planning Commission.

Micro-distilleries shall not conduct the following operations:

a. Fast food restaurant on premises.
b. Drive thru services.

Micro-winery. A micro-winery is an establishment that produces less than 10,000 gallons of wine on site per year. Wineries shall provide the following operations and features:

a. Manufacture, bottle, pack and store wine on premise and ship wine from premises.
b. Retail sale of wine on premises.
c. Consumption of wine on premises.
d. Tasting room for samples on premises.
e. Indoor and outdoor event space on premises.

The operations and features associated with section a. listed above, shall not exceed 60 percent of the total winery operations on premise.

Micro-wineries may provide the following operations:

a. Sit-down restaurant on premises.
b. Delicatessen on premises.
c. Similar ancillary uses on premises as approved by the Planning Commission.

Micro-distilleries shall not conduct the following operations:

a. Fast food restaurant on premises.
b. Drive thru services.

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 repealed.

SECTION IV

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

_____

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

Published: _____

Sec. 58-301. - TC town center district.

(f) *Permitted and conditional uses.* Table 58-301-1, Uses in the Town Center District, lists all the permitted and conditional uses.

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Office & Clinic:		
Office	P	
Medical clinics	P	
Financial institutions	P	✓
Institutional & Public Uses:		
Public libraries	P	
Public parks	P	
Public administrative offices and service buildings	P	
Performing arts school and studios of 2,000 sq. ft. or less	P	
Public and private schools of 2,000 sq. ft. or less	P	
Private lodges and clubs	C	
Community center	C	
Public parking facilities, non-accessory	C	✓
Residential Uses:		
Home occupations	P	

Attachment: Exhibit A: Track Changes Town Center Zoning District (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Artist's live/work units	P	✓
Multiple-family dwellings, eight units or less, if part of a mixed-use development	P	✓
Multiple-family dwellings, nine units to 16, if part of a mixed-use development* [1]	C	✓
Bed and breakfast	C	✓
Planned residential development	PUD	✓
Retail & Services:		
Stationary stores	P	
Antiques, collectibles, gift or florist stores	P	✓
Toy, hobby or game store	P	
Graphic design	P	
Interior design services	P	
Paint/wallpaper store	P	
Luggage and leather goods store	P	
Art supply, artistic studios or galleries	P	
Camera and photography supply store	P	
Music and musical instrument store	P	
Optical/vision center	P	
Dry cleaning and tailors	P	
Apparel and accessories/repair	P	

Attachment: Exhibit A: Track Changes Town Center Zoning District (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Photocopying, film development, printing and publishing, packaging store of 4,000 sq. ft. gross floor area or less	P	
Video stores of 4,000 sq. ft. gross floor area or less	P	
Bookstores and newsstands of 2,000 sq. ft. gross floor area or less	P	
Home furnishings/accessories 4,000 sq. ft. or less	P	
Bicycle repair and sales	P	
Computer and software store	P	
Electronic goods store	P	
Child daycare facilities and preschools	C	✓
Planned commercial development	PUD	✓
Salon and spas	P	
Sports and fitness centers of 3,000 sq. ft. or less	P	
Farmers market	P	✓
Confectionary (chocolate, ice cream, candy) 2,000 sq. ft. or less	P	
Specialty food stores	P	
Tobacco, cigar or nicotine product/e-cigarette shop 2,000 sq. ft. or less	P	
Beer, wine or liquor store	P	
Convenience store w/o gas	C	
Grocery store	C	
Car wash facility	C	✓

Attachment: Exhibit A: Track Changes Town Center Zoning District (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Food & Beverage:		
Catering services	P	
Bakeries, retail	P	
Coffeeshop of 2,000 sq. ft. gross floor area or less	P	✓
Delicatessen of 2,000 sq. ft. gross floor area or less	P	✓
Fast-food restaurant	P	✓
Sit-down restaurants, if part of a mixed-use development	P	✓
Nightclubs	C	
Town center breweries , micro-distilleries, micro-wineries	C	✓

P = Permitted uses.
C = Conditional uses.
PUD = Planned Unit Development.
* [1] = excluding density bonuses per section 58-301(i)(2).

Attachment: Exhibit A: Track Changes Town Center Zoning District (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Sec. 58-303. - Specific development and design standards.

(a) *Purpose.* Specific development and design standards are established to provide supplemental regulations to address unique characteristics of certain land uses.

(b) *Standards.* The uses listed below are subject to the following specific development standards, in addition to all other applicable regulations:

Animal hospitals and veterinary clinics. The specific requirements are set forth in division 11.

Antiques, collectibles and florists. An antique and/or collectibles store shall be an establishment where all or a substantial part of the value of the objects is derived from its age, uniqueness or historical association.

Artist live/work units. An artist live/work unit may include the design and fabrication of jewelry, pottery and visual arts. Metalworking shall be prohibited. Artist live/work units shall be located above the ground floor.

Bed and breakfast establishments. A bed and breakfast establishment means any place of lodging that provides four or fewer rooms for rent, is the owner's personal residence and is occupied by the owner at the time of rental.

Car wash facility. Car wash facilities shall only be allowed as an accessory use to an existing gas station and shall be limited to one drive bay.

Cement tile roof. Cement roof tiles shall be in natural colors.

Child daycare facilities. A child daycare facility shall provide a designated area for the short term parking of vehicles loading and unloading children. The designated area shall be located where it provides the greatest safety. Playground equipment shall be prohibited in the front yard.

Coffee shop. A coffee shop is an establishment engaged in the sale of coffee and other non-alcoholic beverages for consumption on the premise or for carry-out, which also may include the sale of a limited number of food items. Drive-thru services shall be prohibited in the Town Center And Arrival Corridor districts. Any drive-through services approved in the Neighborhood Commercial district shall comply with the following:

a. Incorporate masonry or compatible building materials into a drive-through canopy or facility.

b. The coffee shop shall be considered the principal structure and located at the street edge and the drive-through service area and associated canopy shall be considered accessory and located to the rear.

c. The building, including the drive-through service canopy, shall incorporate the use of awnings, varied roof forms, roof lines and other elements to provide scale.

d. The accessory structures, such as service or menu boards, signs, speakers shall be designed to complement the principal structure through the building materials and colors and other features.

e. All speaker systems shall be operated at a low volume (maximum of 65 decibels) to not cause a nuisance for adjacent residential uses.

Confectionary. A confectionary is an establishment in which retail goods including chocolate, ice cream and frozen beverages and candy is sold, not produced.

Decorative concrete block. Decorative concrete block shall be allowed only when used in non-visible areas or as a secondary building material or accent. The use of standard, plain, gray block or glazed block is prohibited.

Delicatessen. A delicatessen is an establishment which sells ready-to-eat foods, in bulk or individual servings, primary for the consumption off the premise and is not a fast food restaurant. Drive-thru services shall be prohibited in the Town Center and Arrival Corridor districts.

Attachment: Exhibit B: Track Changes Specific Design Regulations (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Drug store/pharmacy. Drive-thru services shall be prohibited in the Town Center and Arrival Corridor districts. Any drive-through services approved in the Neighborhood Commercial district shall comply with the same design and development standards for coffee shops.

Farmer's market. A farmer's market is an establishment in which more than 50 percent of its product sold is agricultural produce. A farmer's market may be either a seasonal or year round operation and indoor or outdoor. If a farmer's market is a seasonal operation then an alternative, principal use (either permitted or conditional) shall be provided for the remainder of the year.

Fast food restaurant. A fast food restaurant is an establishment that includes five of the following:

a. A permanent menu board.

b. Customers pay for food before consuming it.

c. A self-service condiment bar is provided.

d. Customers must conduct self-service bussing.

e. Furnishings are hard, finished, stationary seating.

f. Most food items area prepared or cooked on premise and packaged in individual, non-reusable containers.

g. Fast-food restaurants are only permitted within a multi-tenant building. Drive-through services shall be prohibited.

Financial institutions. Drive-through services, including an automated teller machine (ATM) in the drive-through, shall be prohibited in the Town Center district. Any drive-through service approved in the Arrival Corridor or Neighborhood Commercial districts shall comply with the following:

a. Incorporate masonry or compatible building materials into the drive-through facility.

b. The financial institution shall be considered the principal structure and located at the street edge and the drive-through service, canopy or ATM shall be considered accessory and located to the rear.

c. The building shall incorporate the use of awnings, varied roof forms, roof lines and other elements to provide scale.

d. The ATM shall be designed as part of the principal structure or located under the drive-through canopy and shall compliment the building materials and colors.

e. All speaker systems shall be operated at a low volume (65 db) to not cause a nuisance for adjacent residential uses.

Flat and combined roofs. Flat roofs shall combine gabled roofs, hip roof dormers or articulated parapet walls and may include extended and shaped parapets. Any parapet wall shall be designed in a manner to appear solid, three-dimensional form, rather than a veneer.

Gabled roof. Gabled roofs shall have a minimum eight inches rise for 12 inches of run. The gable end shall face the primary street.

Gas stations. Gas stations with or without car washes shall comply with the following:

a. Incorporate masonry or compatible building materials into the pump stations.

b. The C-store shall be considered the principal structure and located at the street edge and the pump stations, canopy or car wash shall be considered accessory and located to the rear or interior side.

c. The building shall incorporate the use of awnings, varied roof forms, roof lines and other elements to provide scale.

d. All vacuuming equipment and service shall be conducted within an enclosed building.

Attachment: Exhibit B: Track Changes Specific Design Regulations (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Hip roof. Hip roofs shall be done in conjunction with dormers that face the primary street.

Indoor sport shooting ranges. Indoor sport shooting ranges are subject to the following specific development standards:

a. The building design shall conform to all state and federal standards for environmental protection and occupational health and safety. The operator shall identify all standards and demonstrate how the operations will comply including reporting, inspections and permitting.

b. The building design shall provide sufficient evidence of compliance with the most current versions of the U.S. Department of Energy Office of Health, Safety and Security's Range Design Criteria or the National Rifle Association's (NRA) Range Source Book as determined by the Chief of Police and Department of Community Development.

c. The design and construction shall completely confine all ammunition rounds within the building and demonstrate that nuisances such as air quality and noise will not become a nuisance to neighboring properties. The design and construction shall address the enclosure where the firing of firearms is to take place including but not limited to air quality, bullet protection, door and window openings, bullet stops, type of targets, the firing line and sound proofing treatment.

d. Compliance with conditions a.—c. above, shall be demonstrated by plans, certified by a State of Wisconsin licensed architect or certified engineer with demonstrated experience in indoor sport shooting range design and construction.

e. The method of operations shall conform to all state and federal standards for environmental protection and occupational health and safety. The operator shall identify all standards and demonstrate how the operations will comply including reporting, inspections and permitting.

f. The method of operations shall provide sufficient evidence of compliance with the most current versions of the U.S. Department of Energy Office of Health, Safety and Security's Range Design Criteria or the National Rifle Association's Range Source Book as determined by the Chief of Police and Department of Community Development.

g. The method of operations shall address a building security plan for storage of firearms and ammunition as well as carrying procedures, security for entrance to the facility and rules and procedures for safe operations which shall be posted, in public view, at the range.

h. The method of operations shall specify the type and caliber of ammunition the range is designed to confine. No ammunition shall be used, stored, sold or possessed within the range that exceeds the certified design and construction for the range.

i. On-site supervision of the range shall be provided at all times by an adult that is certified as a NRA Range Safety Officer.

j. The on-site supervisor(s) and all employees of the range shall be licensed by the City of Mequon. The license will expire on the 31 st of December each year. At the time of filing for a license, each applicant shall be a full citizen of the United States for at least two years and shall be deemed to have satisfactory qualifications as determined by the finance and personnel committee.

k. The servicing of firearms is permitted.

l. Sales of firearms is prohibited.

m. Outdoor display, training or operational activity is prohibited.

n. No person under the age of 18 shall be permitted within the range unless accompanied by an adult at all times. This does not prohibit minors from participating in safety or training classes.

o. Hours of operation are limited to 7:00 a.m. to 10:00 p.m.

p. The parking requirement for an indoor sport range is two spaces/one shooting range firing lane plus one space/employee for the largest work shift.

Attachment: Exhibit B: Track Changes Specific Design Regulations (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Micro-distillery. A *micro-distillery* is an establishment that produces less than 10,000 gallons of spirits on site per year. Distilleries shall provide the following operations and features:

a. Manufacture, bottle, pack and store spirits on premise and ship spirits from premises.
b. Retail sale of spirits on premises.
c. Consumption of spirits on premises.
d. Tasting room for samples on premises.
e. Indoor and outdoor event space on premises.

The operations and features associated with section a list above, shall not exceed 60 percent of the total distillery operations on premise.

Micro-distilleries may provide the following operations:

a. Sit-down restaurant on premises.
b. Delicatessen on premises.
c. Similar ancillary uses on premises as approved by the Planning Commission.

Micro-distilleries shall not conduct the following operations:

a. Fast food restaurant on premises.
b. Drive thru services.

Micro-winery. A *micro-winery* is an establishment that produces less than 10,000 gallons of wine on site per year. Wineries shall provide the following operations and features:

a. Manufacture, bottle, pack and store wine on premise and ship wine from premises.
b. Retail sale of wine on premises.
c. Consumption of wine on premises.
d. Tasting room for samples on premises.
e. Indoor and outdoor event space on premises.

The operations and features associated with section a listed above, shall not exceed 60 percent of the total winery operations on premise.

Micro-wineries may provide the following operations:

d. Sit-down restaurant on premises.
e. Delicatessen on premises.
f. Similar ancillary uses on premises as approved by the Planning Commission.

Micro-distilleries shall not conduct the following operations:

c. Fast food restaurant on premises.
d. Drive thru services.

Attachment: Exhibit B: Track Changes Specific Design Regulations (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Mixed-use development. A mixed-use development contains residential and non-residential uses authorized in Table 58-301-1 and Table 58-302-1 within a building, or set of buildings on a development site. A mixed-use development shall contain a minimum 30 percent of the development's total square footage as non-residential use(s) and shall contain landscaped and outdoor public spaces for the use of consumers and residents.

Multiple family dwellings. A development that includes multiple-family dwellings containing more than two units, and up to 16 units, with or without non-residential uses, located in the Town Center or Arrival Corridor district shall comply with the following:

a. The height shall not exceed two and one-half stories.

b. Distinct second story dwelling units shall be prohibited.

c. The placement of dwellings shall not be located on a lot that abuts Mequon Road.

d. The placement of dwellings shall reinforce the street, maximize natural surveillance and visibility and facilitate pedestrian access and circulation.

e. The front façade of the structure shall include one principal entrance and a porch, with a minimum depth of six feet, for each dwelling and shall be placed directly towards the adjacent primary public or private street or front yard as determined by the Department of Community Development.

f. A pedestrian access from the adjacent primary public or private street or front yard to the principal entrance of each dwelling shall be provided and maintained.

g. A landscaped front yard for each unit adjacent to the primary adjacent public or private street or front yard shall provide and maintain a minimum of one tree.

h. Parking between the dwelling and the street shall be prohibited.

i. Vehicular access shall only be from the rear or interior side and shall include below-grade parking and, or an attached garage with a private driveway that can accommodate a minimum of one vehicle.

j. All facades shall create orderly variation, including projections such as balconies, covered patios and bay windows.

Nightclubs. A nightclub is an establishment engaged in the sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges and similar uses or a sit-down restaurant which provides more than 50 percent of its service to the sale of alcoholic beverages.

Ornamental metals. Ornamental metals shall be allowed only as accent materials such as grills, railing, panels and gutters.

Painted metal roof. Metal roof shall include copper coated, terne metal or painted metal to resemble weathered copper.

Parking facilities. The design of a parking facility shall not dominate the street frontage or building facade which faces a public street or significant public space. All vehicles shall be screened from view and at least 60 percent of the first floor facade shall by occupied with active uses and shall be designed with architectural detail and windows to create visual interest.

Pet supply stores, pet grooming facilities and pet daycares. The specific requirements are set forth in division 11.

Planned residential development. A development containing any of the following residential uses, with or without non-residential uses, may be allowed through application of section 58-331, Planned Unit Development Overlay:

a. *One-family dwellings.* One-family dwellings, of any number, located in the Town Center or Arrival Corridor districts shall comply with the following:

    1. The minimum lot area shall be established by the Council through an approved PUD.

Attachment: Exhibit B: Track Changes Specific Design Regulations (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

2. The required street frontage shall be a minimum of 36 feet and a maximum of 80 feet.
3. The front yard setback shall be a minimum of ten feet and a maximum of 25 feet from the abutting street.
4. The side and rear yards shall be a minimum of five feet and shall be increased by two for every additional story above the ground floor and increased by one foot for a half-story.
5. The height shall not exceed two and one-half stories and shall be architecturally designed with a gable or hip roof form.
6. The placement of dwellings shall not be located on a lot that abuts Mequon Road.
7. The placement of dwellings shall reinforce the street, maximize natural surveillance and visibility and facilitate pedestrian access and circulation.
8. The front façade of dwellings shall include one principal entrance and a porch, with a minimum depth of six feet, and shall be placed directly towards the adjacent primary public or private street.
9. A pedestrian access from the adjacent primary public or private street to the principal entrance of the dwelling shall be provided and maintained.
10. A landscaped front yard for each unit adjacent to the primary adjacent public or private street shall provide and maintain a minimum of one tree.
11. Parking between the dwelling and the street shall be prohibited.
12. Vehicular access shall only be from the rear and shall include an attached garage and a private driveway that can accommodate a minimum of one vehicle.

b. *Two-family dwellings.* Two-family dwelling, of any number, located in the Town Center or Arrival Corridor districts shall comply with the specific development and design standards listed above for one-family dwellings.

c. *Elderly housing.* Elderly housing, of any number of dwellings, located in the Town Center or Arrival Corridor districts shall comply with the same specific development and design standards as defined in 58-303, Multiple family dwellings.

d. *Multiple-family dwellings greater than 16 units.* Multiple-family dwellings greater than 16 units, with or without non-residential uses, are prohibited in the Arrival Corridor district. Multiple-family dwellings greater than 16 units, may be located in the Town Center district if part of a mixed-use development as defined in section 58-303 Specific development and design standards; however, if located on a lot that abuts Mequon Road, or Cedarburg Road south of Mequon Road, such dwelling shall be within a mixed-use building as defined in section 58-301(j)(3), general district regulation.

Pre-cast stone. Pre-cast stone shall be allowed in a finish approved by the planning commission.

Projecting signs. A projecting sign is a sign which projects from the wall of a building in such a manner that the sign face is perpendicular to the wall, or a sign which is suspended from a soffit or other permanent overhang. The sign shall not be located above the base level of the building or above the second floor line. Hanging signs shall not project more than 40" total from the face of the building.

Rubber as a roof material. Rubber is permitted where not visible from ground level.

Sit-down restaurants. A sit-down restaurant is engaged in the preparation and retail sale of food and beverages, which is characterized by table service to the customer and is not a delicatessen, fast food or coffee shop. Drive-thru services shall be prohibited.

Special size brick. Special sizes and shapes of brick shall be acceptable only as accents and decorations.

Attachment: Exhibit B: Track Changes Specific Design Regulations (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

Stucco. Stucco shall be allowed only as a wall finish material on upper floors and gables.

Terra cotta. Terra cotta shall be allowed only as cladding or accent.

Town center brewery. A town center brewery is an establishment that produces less than 10,000 barrels of beer on site per year. Town center breweries shall provide the following operations and features:

a. Manufacture, bottle, pack and store beer on premise and ship beer from premises.

b. Retail sale of beer on premises.

c. Consumption of beer on premises.

d. Tasting room for samples on premises.

e. Indoor and outdoor event space on premises.

The operations and features associated with a) manufacture, bottle, pack and store beer on premise list above, shall not exceed 60 percent of the total town center brewery operations on premise.

Town center breweries may provide the following operations:

a. Sit-down restaurant on premises.

b. Delicatessen on premises.

c. Similar ancillary uses on premises as approved by the planning commission.

Town center breweries shall not conduct the following operations:

a. Fast food restaurant on premises.

b. Drive thru services.

Window signs. The size of the sign shall not account for more than 20 percent of the window size.

Wood siding. Wood siding shall be allowed only on upper floors and gable ends or as roofing materials.

(Ord. No. 2007-1204, § III, 5-8-2007; Ord. No. 2011-1370, § I, 12-13-2011; Ord. No. 2015-1461, § I(Att.), 11-10-2015; Ord. No. 2017-1496, § I, 9-12-2017; Ord. No. 2017-1503, § I(Exh. A), 1-9-2018; Ord. No. 2019-1535, § III(Exh. C), 1-8-2019; Ord. No. 2019-1543, Exh. B, 4-9-2019)

Attachment: Exhibit B: Track Changes Specific Design Regulations (ORDINANCE 2021-1587 : An Ordinance Amending Chapter 58 of the

City of Mequon

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **April 13, 2021**
SUBJECT: **ORDINANCE 2021-1588 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Outdoor Power Equipment Stores to the List of Conditional Uses in the B-5 (Industrial) Zoning District**

Background

Mayor Wirth is sponsoring a text amendment that would allow Outdoor Power Equipment Stores in the B-5 (Industrial) Zoning District as a conditional use. The amendment is precipitated by a recent request by Mequon Lawn and Garden to relocate to 6809 W. Donges Bay Road. The current location of Mequon Lawn and Garden is on North Port Washington Road and was sold to North Shore Bank, which has been approved to construct a new financial institution.

Analysis

The City's B-5 Zoning District is intended to provide for the development of limited industrial and office uses. The District also allows for limited retail uses including gift shops, bookstores, and florists. Recently, the city approved a text amendment that allows for the sale of resale furniture and architectural salvage materials. This amendment would allow for the sale and servicing of outdoor power equipment. Staff believes this type of use is more compatible with other uses in the B-5 than in the B-2 where the current establishment is located. It is not a heavy traffic generator and needs a larger area to store and display equipment. In addition, these types of uses typically rely on servicing equipment for a large portion of their business, which results in the need for outdoor storage.

Attached is a copy of the ordinance amending Section 58-298 of the Municipal Code as proposed, along with a copy of this entire section of the Code showing the proposed amendment in red-line format.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On March 22, 2021, the Planning Commission approved the proposed ordinance amendment by a vote of 8-0.

Attachments:
Exhibit A: Track Changes Ordinance (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1588

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Outdoor Power Equipment Stores to the List of Conditional Uses in the B-5 (Industrial) Zoning District

RECITALS

A. The Common Council has determined that outdoor power equipment stores are an appropriate business use in the City of Mequon.

B. The Common Council has further determined that outdoor power equipment stores are appropriate in the B-5 Zoning District as conditional uses.

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

SECTION 1

Section 58-298(e)(23) of the Mequon Code of Ordinances is created to read as follows:

(23) Outdoor power equipment stores, including the servicing, repair and sales of new and used outdoor power equipment (equipment containing small engines or motors) and related parts, supplies, attachments and accessories.

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 repealed.

SECTION IV

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

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

Published: _____

Attachment: Exhibit A: Track Changes Ordinance (ORDINANCE 2021-1588 : An Ordinance Amending Chapter 58 of the Mequon Municipal Code

Sec. 58-298. B-5 light industrial district.

(a) *Purpose.* The B-5 light industrial district is intended to provide for the development of limited industrial and office uses.

(b) *General requirements.*

(1) The development shall be designed and sized in a manner which is architecturally, aesthetically and operationally harmonious with surrounding development.

(2) All business, servicing, processing or storage except for off-street parking or loading, shall be conducted within completely enclosed buildings unless specifically approved by the planning commission.

(3) The development shall be improved with underground utilities.

(4) Site access shall be oriented to internal circulation drives with limited access provided to city streets.

(5) No external nuisance which is offensive by reason of odors, lighting, smoke, fumes, dust, vibrations, noise, pollution or hazardous by reason of excessive danger of fire or explosion shall be permitted.

(6) In approving or disapproving proposed locations for uses under this section the planning commission shall give due consideration to the character and suitability of development for the area in which any such use is proposed to be located and shall also base its decision on such evidence as may be presented to the city planning commission regarding traffic generation, ground water impact, sewage disposal impact, lighting, soil limitations and the emission of noise, smoke, dust or dirt, odorous or noxious gases attributed to the proposed use. The city planning commission, in applying the provisions of this section, shall in writing recite the particular facts upon which it bases its conclusion. The applicant shall have an opportunity to present evidence contesting such unsuitability or propose adequate mitigation, if they so desire. Thereafter, the city planning commission may affirm, modify or withdraw its determination of unsuitability.

(7) Site development shall be approved by the planning commission in accordance with this chapter.

(8) [Reserved.]

(c) *Permitted uses.* Permitted uses shall include, but not necessarily be limited to, the following:

(1) Light manufacturing.

(2) Processing.

(3) Wholesaling.

(4) Distribution.

(5) Research and development.

(6) Printing and publication.

(7) Professional offices and services including, but not limited to, accounting, architectural, chiropractic, dental, medical, engineering and legal services.

(8) Business offices and services including, but not necessarily limited to, advertising agency, management consulting, manufacturing representatives, public relations, stenographic, travel agency and duplicating services.

(9) Financial, insurance and real estate offices and services including, but not necessarily limited to, financial institutions, security brokers, holding and investments, insurance agency, insurance carriers, governmental and public services.

(10) Reupholstery and furniture repair.

(11) Specialty trade contractor or building service provider without outside storage of materials including but not limited to: landscaping, exterminating, carpentry, plumbing, electrical, and janitorial services.

(d) *Permitted accessory uses.* Garages for storage of vehicles used in conjunction with the operation of the business or for occupants of the premises.

(e) *Conditional uses.* Conditional uses shall include, but not necessarily be limited to, the following:

(1) Barbershops and beauty salons.

(2) Bookstores.

(3) Commercial child day care facilities.

(4) Restaurants (not including fast food facilities).

(5) Florists (not including greenhouses).

(6) Gift shops.

(7) Pharmacies.

(8) Studios for photography, painting, music, sculpture, dance or other recognized fine art.

(9) Residential quarters for the owner, proprietor, commercial tenant, employee or caretaker located in the same building as the business.

(10) Lumber and building supply yards.

(11) Transportation terminals.

(12) Warehousing as principal use.

(13) Automobile service facilities.

(14) Satellite dishes and transmission towers.

(15) Public and/or private utilities, telecommunication installations, transmission and distribution lines, poles, and other accessories. Specific regulations related to wireless telecommunication installations shall be subject to this chapter When a utility proposes a main inter-city transmission facility, the utility shall give notice to the city of such intention and of the date of hearing before the public service commission. Public and/or private utility installations less than three feet in height shall be subject only to City of Mequon staff approval and may be allowed subject to staff-imposed conditions regarding, among other things, effective screening from public view with all season vegetation.

(16) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on a vacant parcel which is non-conforming to the required base zoning district standards for minimum lot size or minimum lot width.

(17) Pet day-cares and kennels pursuant to the specific requirements set forth in division 11

(18) Fitness centers.

(19) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on an improved parcel with an existing structure in which parcel, or improvement, or both, are non-conforming to any of the required base zoning district standards.

(20) Indoor sport shooting range.

(21) Resale furniture and household merchandise.

Attachment: Exhibit A: Track Changes Ordinance (ORDINANCE 2021-1588 : An Ordinance Amending Chapter 58 of the Mequon Municipal Code

- The resale floor area shall not exceed 3,000 square feet.
- No outdoor display of merchandise.
- All windows into the tenant space shall remain clear of merchandise or shelving unless approved by planning commission.
- No sale of clothing or clothing accessories.

(22) Architectural salvage.

- The resale floor area shall not exceed 3,000 square feet.
- No outdoor display of merchandise.
- All windows into the tenant space shall remain clear of merchandise or shelving unless approved by planning commission.
- No sale of clothing or clothing accessories.

(23) Outdoor power equipment stores, including the servicing, repair and sales of new and used outdoor power equipment (equipment containing small engines or motors) and related parts, supplies, attachments and accessories.

(f) *Lot size.* The minimum lot size shall have an area of not less than one acre.

(g) *Building size/floor area ratio.* The building(s) floor area ratio shall not exceed 30 percent.

(h) *Building height.* The height of any structure shall not exceed 50 feet unless otherwise allowed in accordance with section 58-418.

(i) *Minimum building setback.* All structures within the B-5 district shall be set back from the ultimate road right-of-way as follows:

(1) Freeways, 50 feet.

(2) All other streets and highways (excluding local streets), 65 feet, except when parking is proposed between the road and building the minimum setback shall be 95 feet.

(3) Local streets, 60 feet.

(j) *Minimum building offset.* No building or structure, hereafter erected, shall be placed closer than 20 feet to a side or rear lot line. If, however, adjoining property is zoned residential, no building or structure shall be placed closer than 30 feet to the adjoining residentially zoned lot line.

(k) *Open space ratio.*

(1) The open space ratio shall not be less than 40 percent except as follows:

a. Future additions to buildings that were approved by the planning commission prior to August 12, 1994, shall be subject to a 30 percent open space ratio.

b. Properties which were the subject of planned unit development zoning or development agreement approval prior to August 12, 1994, shall be subject to the contractual open space ratio approved by the city pursuant to such planned unit development zoning or development agreement.

c. Construction of additional buildings on sites developed prior to August 12, 1994, shall be subject to a 30 percent open space ratio.

Attachment: Exhibit A: Track Changes Ordinance (ORDINANCE 2021-1588 : An Ordinance Amending Chapter 58 of the Mequon Municipal Code

d. Proposed redevelopment/reconstruction of sites developed prior to August 12, 1994, shall be subject to the 40 percent open space ratio if the redevelopment razes more than 50 percent of the existing building(s). If the redevelopment does not raze more than 50 percent of the existing building(s), a development shall be subject to a 30 percent open space ratio.

(2) No lot or parcel that was previously developed under a less restrictive open space ratio shall be deemed nonconforming due to lack of compliance with this current more restrictive open space ratio.

(l) *Lot width and lot length.* The minimum average lot width and minimum average lot length shall be 150 feet.

(m) *Off-street parking.* Off-street parking shall be in accordance with applicable regulation set forth in this chapter.

(n) *Minimum parking and driveway offset.* No driveway or parking area shall be located closer than 20 feet from a side or rear lot line unless specifically waived by the planning commission.

(o) *Minimum parking setback.* No driveway (excluding the portion of driveway required for road access) or parking area shall be located closer than 25 feet to the ultimate road right-of-way.

(p) *Loading docks.* Loading docks shall generally not face a dedicated or reserved public street.

(q) *Roof-mounted equipment.* Roof-mounted equipment shall be located, screened and/or painted to minimize visibility from streets and adjacent sites.

(r) *Storage.* Garbage and refuse containers shall be screened from view from streets and adjacent sites.

(Code 1957, § 3.08(5); Ord. No. 99-984, 1-11-2000; Ord. No. 2001-1008, 3-13-2001; Ord. No. 2003-1079, §§ IX, X, 9-9-2003; Ord. No. 2005-1143, § 15, 9-13-2005; Ord. No. 2006-1180, § II, 3-14-2006; Ord. No. 2008-1238, § I, 4-8-2008; Ord. No. 2008-1254, § I, 10-14-2008; Ord. No. 2008-1265, § V, 1-13-2009; Ord. No. 2010-1316, § I, 6-8-2010; Ord. No. 2015-1461, § I(Att.), 11-10-2015; Ord. No. 2019-1540, § I, 3-12-2019; Ord. No. 2019-1543, Exh. B, 4-9-2019; Ord. No. 2019-1559, § III, 1-14-2020)

Editor's note(s)—Ord. No. 2008-1265, § V, adopted January 13, 2009, deleted subsection 58-298Editor's note(s)—(e)(1), thus renumbering subsections 58-298Editor's note(s)—(e)(2)—(18) as 58-298Editor's note(s)—(e)(1)—(17). Subsequently, Ord. No. 2008-1265, § V, added subsection 58-298Editor's note(s)—(e)(19), which was renumbered as subsection 58-298Editor's note(s)—(e)(18), at the discretion of the editor, to preserve the style of this Code. See also the Code Comparative Table.

Attachment: Exhibit A: Track Changes Ordinance (ORDINANCE 2021-1588 : An Ordinance Amending Chapter 58 of the Mequon Municipal Code

City of Mequon

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

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **April 13, 2021**
SUBJECT: **ORDINANCE 2021-1589 An Ordinance Amending the Planned Unit Development (Ord. 2014-1424) for the Property Located at 10448 N. Port Washington Road**

Background

The applicant, Anderson Ashton Design/Build, is requesting a rezoning to amend an existing Planned Unit Development (PUD) via Ordinance 2014-1424 for the property located at 10448 N. Port Washington Road. The base zoning for the parcel will remain as B-4 (Business Park). The PUD was approved in 2014 to allow a shared floor area ratio (FAR) and green space ratio as it relates to the vacant parcel to the south. The proposed changes to the PUD will allow for a higher FAR percentage in exchange for more green space. This is due to the proposed change of use for the existing building from manufacturing to storage, which reduces the parking demand. Storage is a conditional use in the B-4 Zoning District. The Planning Commission approved the conditional use grant for storage at this location on March 22, 2021 contingent on the Common Council's action to approve the requested rezoning presented herein.

The applicant is also seeking a TID #5 incentive for the redevelopment of this site. It is expected that the request will be reviewed by the Economic Development Board in April and scheduled for consideration by the Finance & Personnel Committee and the Common Council in May.

Analysis

When the PUD was created in 2014, it was contemplated that the existing use of the building would remain as industrial. Based on the size of the building and the amount of existing parking on site, the PUD limited the size of any proposed building on the lot to the south to 13,000 square feet to meet a 31% FAR and a shared greenspace ratio of 26.5%. The current request to modify the PUD is based on the proposed use of a storage facility for the existing building. The PUD amendment will allow the parcel with the storage facility to exceed the 30% FAR Code requirement. The proposed plan shows the FAR at 73%.

Most of the additional floor area is a new second-floor being added to the existing building that will have no visual impact from the exterior. In exchange for exceeding the FAR requirement, the applicant is removing most of the parking on Lot 1 which will increase the greenspace ratio to 30% on the existing parcel, which follows the Code. The PUD will also require the vacant lot to comply with the 40% open space and 30% FAR requirements. Accordingly, the proposal results in a higher percentage of greenspace and a higher FAR than the previous PUD. The Planning Commission supported the higher percentage of greenspace as a tradeoff to allowing the higher FAR on Lot 1, since it would result in a substantial redevelopment of the existing

building.

Since the storage facility will exceed the City's FAR requirement and provide only parking based on the use of storage, a condition to the proposed PUD amendment is that any future change of use will require another, subsequent amendment to the PUD.

Fiscal Impact
The estimated value of the storage facility is $3,000,000.

Recommendation
On March 22, 2021, the Planning Commission approved the proposed ordinance to amend the existing PUD for the property located at 10448 N. Port Washington Road by a vote of 8-0.

Attachments:
Exhibit A: Zoning Map (PDF)
Exhibit B: Ord 2014-1424 (DOCX)
Exhibit C: Site Plan (PDF)
Exhibit D: Certified Survey Map (PDF)
Exhibit E: Renderings (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1589

An Ordinance Amending the Planned Unit Development (Ord. 2014-1424) for the Property Located at 10448 N. Port Washington Road

RECITALS

A. The Common Council previously adopted Ordinance 2014-1424 which established a PUD for the property located at 10448 N. Port Washington Road.

B. The Common Council has determined that an amendment to the PUD, as requested and consented to by the owner, is appropriate.

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

SECTION I

The 2014-1424 PUD Ordinance is hereby amended, subject to the conditions of approval by the Planning Commission's action of March 22, 2021:

1. Condition 1 in Ordinance 2014-1424 shall be amended to read: Any future development on Lot 2 shall meet the 40% open space and 30% FAR requirements of the B-4 Zoning Code.

2. Condition 2 in Ordinance 2014-1424 shall be amended to read: The green space ratio for Lot 1 shall be 30% and the FAR shall not exceed 73%.

3. The use of Lot 1 is for self-storage. Any change of use will require an amendment to the PUD.

SECTION II

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

SECTION III

All 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 13, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

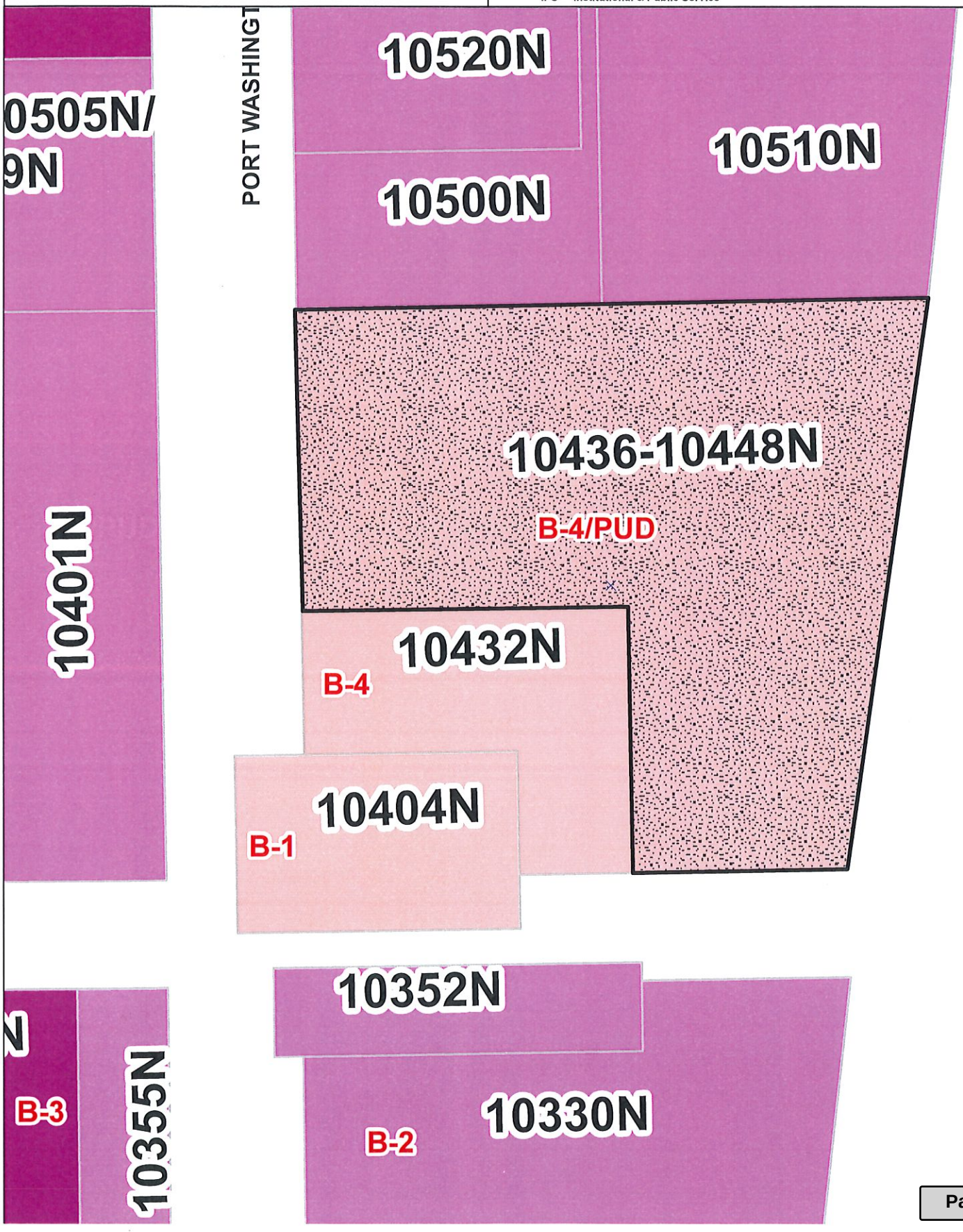
_____

Caroline Fochs, City Clerk

Published: _____

Exhibit A
Anderson Ashton Design

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		



Attachment: Exhibit A: Zoning Map (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-1424))

Exhibit B

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2014-1424

To amend the map portion of the "Development Ordinance of the City of Mequon" (i.e., Chapter 58) with respect to approximately 4.92 acres of land located at 10448 N Port Washington Road

THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION I:

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).

1. Any future building on Lot 2 shall not exceed 13,000 square feet unless all the requirements of the B-4 zoning district are complied with for both lots.
2. The green space ratio for the entire site may be reduced from the required 30% to no less than 26.5% if it is determined by the Planning Commission that additional parking is needed to meet on site demand. Action by the Planning Commission is required through a Building and Site Plan application.
3. The setback along Donges Bay shall be reduced to 40 feet.
4. The setback along the freeway shall be reduced to 30 feet provide that there is no conflict with the requirements of Trans 233.
5. The CSM shall provide a cross access easement to the new parcel to maintain access to Port Washington Road.
6. Any future building must connect to public utilities and provide erosion control devices and storm water facilities in compliance with City ordinances, MMSD Chapter 13 and NR151/216.
7. Additional connections to Donges Bay Road must conform to all City ordinances regarding width and spacing requirements.

SECTION II:

Following recommendation of the Planning Commission on the 9th day of June, 2014, and after due notice and hearing by the Common Council of the City of Mequon on the 8th day of July, 2014, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to B-4, PUD.

SECTION III:

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

SECTION IV:

Attachment: Exhibit B: Ord 2014-1424 (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-1424))

Exhibit B

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

Approved By: Dan Abendroth, Mayor

Date Approved: 07/14/14

This is to certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin at a meeting held on the 8th day of July, 2014.

Lee Szymborski, City Clerk

Published: _____

Attachment: Exhibit B: Ord 2014-1424 (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-1424))

Exhibit C

SITE PLAN AREA		
AREA TYPE	SQUARE FOOTAGE	PERCENTAGE
ASPHALT	23117 SF	14%
BUILDING ADDITION	7056 SF	4%
BUILDING AREA	60748 SF	38%
CELL TOWER & EQUIPMENT	2085 SF	1%
CONCRETE	1718 SF	1%
CONCRETE RAMP	2091 SF	1%
EXISTING ASPHALT	14818 SF	9%
EXISTING CONCRETE	208 SF	0%
GREEN SPACE	47486 SF	30%
POND	632 SF	0%
Grand total	159909 SF	100%

GENERAL SITE NOTES:

1. VERIFY JOB SITE TO VERIFY EXISTING SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. MEET WITH GENERAL CONTRACTOR PRIOR TO STARTING.
2. SAVE EXISTING TREES ALONG WITH ROOTS AS REQUIRED @ PROPOSED BUILDING AND PAVING AREAS.
3. STRIP AND REMOVE ALL REMAINDER VEGETATION & 7"+/- TOP SOIL FROM WITHIN THE BUILDING AND PAVING AREAS. STOCKPILE REUSABLE, UNCONTAMINATED TOPSOIL AND PROVIDE FOR ALL BUILDING & PAVING AREAS. STOCKPILE REUSABLE, UNCONTAMINATED TOPSOIL AND PROVIDE FOR ALL REQUIRED LANDSCAPED AREAS. SPREAD EXCESS TOPSOIL OVER DISTURBED AREAS TO APPROX. 4" DEPTH AFTER CONSTRUCTION IS FINISHED.
4. CUT (OR FILL) THE BUILDING AREA +0.5' BEYOND PERIMETER OF THE BUILDING TO GET THE AREA UP TO THE ELEVATION 1.0' BELOW THE FOUNDATION FOOTINGS BENCH GRADE BACK PER CURRENT IDNR CODE STANDARDS PART #1800 IF NEED BY THE O.C. FOR THE PROJECT.
5. PROOF ROLL BUILDING AREA FOR ANY SOFT MATERIALS. REPORT ANY SOFT SPOTS TO THE GENERAL CONTRACTOR.
6. ALL EXTERIOR BACKFILL BROUGHT GRADED UP TO SUBGRADE ELEVATIONS SHALL BE GRANULAR OR CLEAN COMPACTABLE CLAY AND APPROVED BY ANDERSON-ASHTON.
7. ALL INTERIOR BACKFILL MATERIAL FOR STANDARD FROST FOUNDATION WALLS SHALL BE CLEAN COMPACTABLE CLAY.
8. ALL EXTERIOR BACKFILL MATERIAL FOR FOUNDATION WALLS SHALL BE CLEAN INTERIOR BACKFILL MATERIAL SHALL BE 3/4" CLEAR STONE.
9. ALL BACKFILL & FILL MATERIALS SHALL BE INSPECTED AND APPROVED BY ANDERSON-ASHTON PRIOR TO PLACEMENT. ALL FILL MATERIALS SHALL BE COMPACTED IN 8" MAX. LIFTS @ 95% MODIFIED PROCTOR.
10. PREPARE THE PAVING AREA AS SHOWN ON THE CONSTRUCTION DOCUMENTS to +/- 0.10'
11. PREPARE ALL SWALES AS SHOWN ON PLAN TO PROVIDE POSITIVE DRAINAGE DURING CONSTRUCTION.
12. RETURN AFTER THE BUILDING IS ENCLOSED & FINISH GRADE AND TOPSOIL AROUND PERIMETER OF BUILDING. ALSO, FINISH GRADE AROUND ELECTRICAL, TELEPHONE, GAS, SEWER, WATER AND UTILITY TRENCHES.
13. GRADING CONTRACTOR SHALL FIX AND REPAIR PARKING AREA AND DRIVES AS REQUIRED AFTER INITIAL PAVING AND BEFORE FINAL PAVING BEGINS. GRADING CONTRACTOR SHALL SMOOTH DRUM ROLL ALL PARKING AREAS AND DRIVES BEFORE PAVING BEGINS.
14. GRADING CONTRACTOR SHALL BE PREPARED TO HANDLE ALL SPOILS WHICH MAY INCLUDE ON SITE STOCKPILING AND/OR REMOVAL FROM SITE. COORDINATE WITH G.C. FOR PLACEMENT OF STOCKPILE SITES PRIOR TO STARTING STRIPPING OF TOPSOIL.
15. AWARDED GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR THE LABOR AND MATERIAL NEEDED FOR SUPPLYING ANY TRAFFIC CONTROL BARRIERS OR SIGNS AS NEEDED PER LOCAL OR D.O.T. CODES & REGULATIONS DUE TO ANY ROAD WORK OUTSIDE OF PROPERTY LINES
16. 30% OF THE SITE SHALL REMAIN AS OPEN SPACE TO COMPLY WITH LOCAL ORDINANCES

ASPHALT PAVING WORK

1. FURNISH AND INSTALL 4.5" CRUSHED AGGREGATE BASE AT THE ASPHALT PAVING PARKING AREAS.
2. FINE GRADE AND COMPACT STONE BASE.
3. FURNISH AND INSTALL 4.5" (TWO LIFTS AVG. THICKNESS COMPACTED ASPHALT PAVEMENT AT TRUCK/DRIVE AREAS
4. FURNISH AND INSTALL ALL PARKING STALL STRIPING, H.C. SYMBOLS, & STENCILING AS PER PLANS.

SITE PLAN LEGEND

- ASPHALT
- BUILDING ADDITION
- BUILDING AREA
- CELL TOWER & EQUIPMENT
- CONCRETE
- CONCRETE RAMP
- EXISTING ASPHALT
- EXISTING CONCRETE
- GREEN SPACE
- POND

PRELIMINARY NOT FOR CONSTRUCTION

PROPOSED (ADDITION, REMODEL, NEW) BUILDING FOR:

MEQUON SELF STORAGE

10448 NORTH PORT WASHINGTON RD, MEQUON, WI

ANDERSON ASHTON DESIGN / BUILD
2745 South 160th Street
New Berlin, WI 53151
Phone: (262) 785-4640
WWW.ANDERSONASHTON.COM

THIS IS A SCHEMATIC DRAWING, NOT A WORKING DRAWING. ANDERSON ASHTON IS NOT RESPONSIBLE FOR DIMENSIONS, CONSTRUCTION DETAILS, ENGINEERING DECISIONS, REGULATORY APPROVAL, ETC., NORMALLY ASSOCIATED WITH DESIGN DEVELOPMENT AND/OR CONSTRUCTION DOCUMENTS. IT IS HIGHLY RECOMMENDED THAT A LOCAL ARCHITECT BE ENGAGED TO DEVELOP CONTRACT DOCUMENTS BASED OF THESE SCHEMATIC DRAWINGS AND CORRESPONDING OUTLINE SPECIFICATIONS. IT IS FURTHER RECOMMENDED THAT GENERAL CONDITIONS SPECIFICALLY DEFINING OWNER/ CONTRACTOR/ ARCHITECT AREAS OF RESPONSIBILITY BE DEVELOPED IN A CONTRACTUAL AGREEMENT.

REVISIONS

DRAWN BY: MRP
DESIGNER: WDJF
ISSUE: 2/25/2021 9:47:23 AM
SUBMITTAL DATE: 2/19/2021
SESSION NO.: 2011
CONSTRUCTION NO.: ####

ARCHITECTURAL SITE PLAN

AS01

COPYRIGHT PROTECTED 2021

Attachment: Exhibit C: Site Plan (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-1424))

Exhibit D

CERTIFIED SURVEY MAP NO. _____

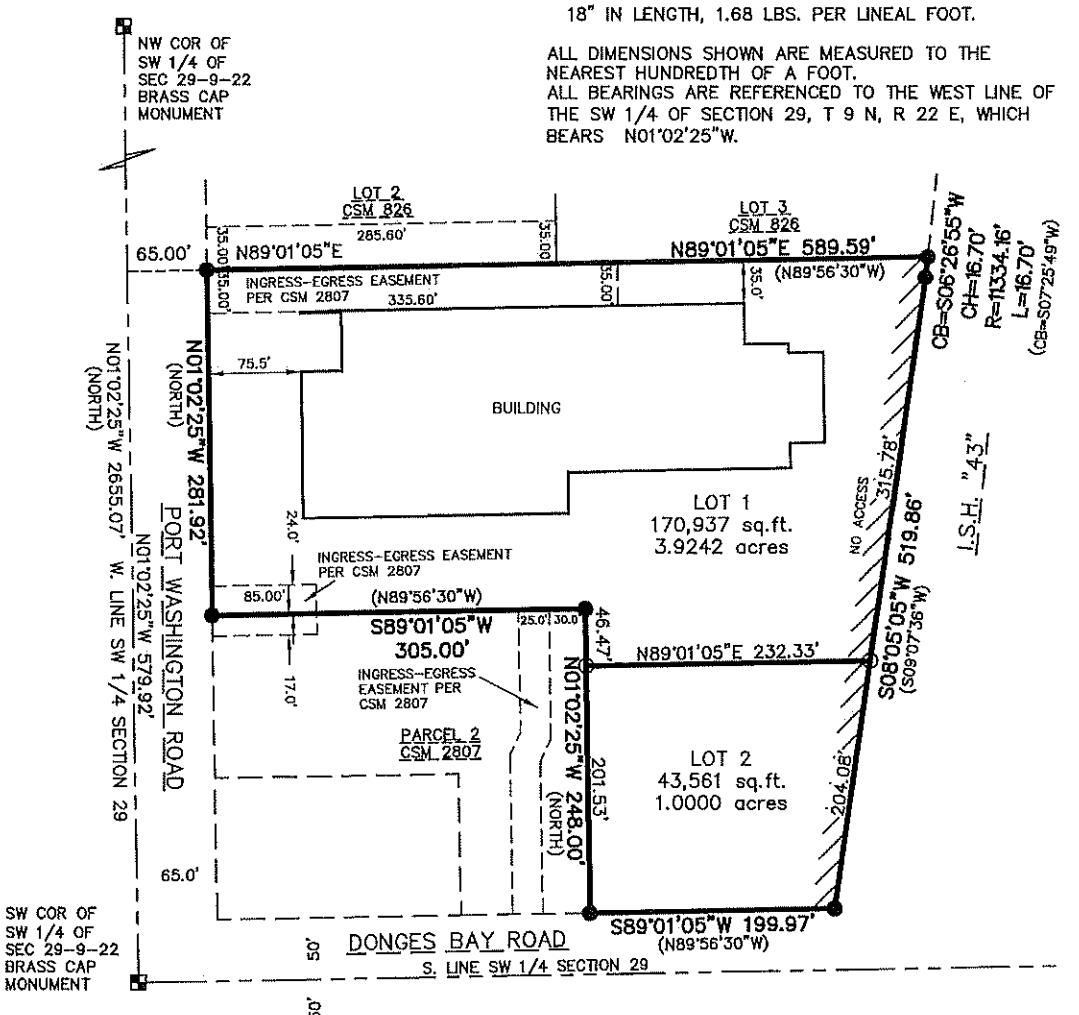
A division of Parcel 1 of Certified Survey Map No. 2807, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

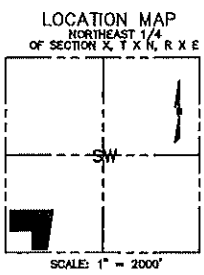
(_) INDICATES RECORDED DIMENSION

● INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED

O INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW 1/4 OF SECTION 29, T 9 N, R 22 E, WHICH BEARS N01°02'25"W.





0 120 240 Feet

GRAPHIC SCALE

R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\51625900\dwg\CS101L120.dwg\SHEET 1

DRAFT
MAY 30, 2014

SHEET 1 OF 3 SHEETS

Attachment: Exhibit D: Certified Survey Map (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-

CERTIFIED SURVEY MAP NO. _____

A division of Parcel 1 of Certified Survey Map No. 2807, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
:SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a division of a division of Parcel 1 of Certified Survey Map No. 2807, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said 1/4 section; thence North 01°02'25" West along the West line of said 1/4 Section 579.92 feet to a point; thence North 89°01'05" East 65.00 feet to a point in the East line of Port Washington Road and the point of beginning of lands to be described; thence continuing North 89°01'05" East along the South lines of Lots 2 and 3 of Certified Survey Map No. 826 a distance of 589.59 feet to a point in the Westerly line of Interstate Highway "43"; thence Southwesterly 16.71 feet along said Westerly line and an arc of a curve whose center lies to the Northwest, whose radius is 11334.16 feet and whose chord bears South 06°26'55" West 16.71 feet to a point; thence South 08°05'05" West along said Westerly line 519.86 feet to a point in the North line of Donges Bay Road; thence South 89°01'05" West along said North line 199.97 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 2807; thence North 01°02'25" West along the East line of said parcel 248.00 feet to the Northeast corner of said Parcel; thence South 89°01'05" West along the North line of said Parcel 305.00 feet to a point in the East line of Port Washington Road; thence North 01°02'25" West along said East line 281.92 feet to the point of beginning.

Containing 4.9242 acres or 214,498 square feet.

THAT I have made this survey, land division and map by the direction of 10448 NORTH PORT WASHINGTON ROAD LLC, 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 fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the Land Division Ordinances of the City of Mequon in surveying, dividing and mapping the same.

_____
DATE

_____(SEAL)
JOHN P. CASUCCI
REGISTERED LAND SURVEYOR S-2055

Attachment: Exhibit D: Certified Survey Map (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-

CERTIFIED SURVEY MAP NO._____

A division of Parcel 1 of Certified Survey Map No. 2807, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

10448 NORTH PORT WASHINGTON ROAD LLC,, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said company has caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the subdivision regulations of the City of Mequon.

10448 NORTH PORT WASHINGTON ROAD LLC, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Village of Pewaukee.

IN Witness Whereof, 10448 NORTH PORT WASHINGTON ROAD LLC, has caused these

presents to be signed by _____it's _____

on this _____ day of _____, 2014.

10448 NORTH PORT WASHINGTON ROAD LLC

_____

STATE OF WISCONSIN }
:SS
OZAUKEE COUNTY }

PERSONALLY came before me this _____ day of _____, 2014, _____ of the above named_____, to me known as the person who executed the foregoing instrument, and to me known to be the _____ of said 10448 NORTH PORT WASHINGTON ROAD LLC, and acknowledged that he executed the foregoing instrument as such officer as the deed of the company, by its authority.

_____
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____

CITY OF MEQUON PLANNING COMMISSION APPROVAL

APPROVED by the Planning Commission of the City of Mequon on this _____ day

of_____, 2014.

_____
CHAIRPERSON

_____
SECRETARY

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

Attachment: Exhibit D: Certified Survey Map (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-

Exhibit E

SITE AERIAL

ANDERSON ASHTON DESIGN / BUILD

Attachment: Exhibit E: Renderings (ORDINANCE 2021-1589 : An Ordinance Amending the Planned Unit Development (Ord. 2014-1424))

SOUTHWEST CORNER

ANDERSON ASHTON DESIGN / BUILD

OFFICE

ANDERSON ASHTON DESIGN / BUILD

WEST FACE

ANDERSON ASHTON DESIGN / BUILD

SITE AERIAL AT DAWN

ANDERSON ASHTON DESIGN / BUILD

SOUTHWEST CORNER AT DAWN

ANDERSON ASHTON DESIGN / BUILD

OFFICE AT DAWN

ANDERSON ASHTON DESIGN / BUILD

City of Mequon

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

www.ci.mequon.wi.us **Office of City Attorney**

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **April 6, 2021**
SUBJECT: **ORDINANCE 2021-1590 An Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale of Intoxicating Liquor for Off-Premises Consumption**

Background

In response to lobbying from the Tavern League, the Wisconsin Assembly and State Senate recently passed a bill allowing bars and restaurants holding Class B liquor licenses to sell individual glasses or cups of mixed drinks and wine in to-go containers as long as the drinks have a "tamper evident seal." Governor Evers signed the bill into law as Act 21, which took effect on Sunday, March 28. Previously, a Class B liquor license allowed sales by the glass for consumption on the licensed premises, or in the original container for off-premises consumption. Act 21 modifies this rule to allow the sale of drinks for off-premises consumption in any container provided that the container has a tamper evident seal.

Discussion

The proposed Ordinance modifies the Municipal Code to incorporate the changes from Act 21.

Fiscal Impact

None.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 13, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1590

An Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale of Intoxicating Liquor for Off-Premises Consumption

A. The Common Council previously adopted section 14-25 of the Mequon Municipal Code, which establishes a retail Class B liquor license within the City.

B. Under Wisconsin Statute, a Class B liquor license allowed for the sale of intoxicating liquors by the glass for consumption on the licensed premises and also in the original packaging or container for consumption off-premises.

C. The Wisconsin Legislature passed 2021 Wis. Act 21, which authorizes a Class B license holder to sell intoxicating liquor in a container other than the original container for consumption off-premises, provided that the container has a tamper-evident seal.

D. The Common Council wishes to update section 14-25(6) to match the state regulations.

E. The regulation of the sale of alcohol 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

Section 14-25(6) of the Mequon Municipal Code is amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck-through~~):

> (6) Retail "class B" liquor license. "Class B" intoxicating liquor licenses shall authorize the retail sale of intoxicating liquor to be consumed by the glass ~~only~~ on the premises where sold or off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal, as that term is defined in the Wisconsin Statutes, before the intoxicating liquor is removed from the premises, and also authorizes the sale of intoxicating liquor in the original package or container, in any quantity, to be consumed off the premises where sold.

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 13, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____
Caroline Fochs, City Clerk

Published: _____

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

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

TO: **Common Council**
FROM: **William Jones, City Administrator**
DATE: **April 13, 2021**
SUBJECT: **Presentation & Potential Discussion Regarding the Wisconsin Policy Forum's Phase I Feasibility Analysis of Fire & EMS Service Sharing Opportunities in Ozaukee County**

Background & Discussion

Following an eight-month study of potential service-sharing opportunities across nine (9) paid-on-call fire departments in Ozaukee County, the Wisconsin Policy Forum (WPF) recently released a report outlining the results of its independent analysis. The report, entitled *First Response: Addressing Fire & Emergency Medical Service Challenges in Ozaukee County*, represents a Phase I feasibility analysis on behalf of the ten separate jurisdictions that initiated the review. Participating communities included the Cities of Cedarburg, Mequon and Port Washington, the Towns of Belgium and Cedarburg, the Villages of Fredonia, Grafton, Saukville and Thiensville, and Waubeka.

Prior to the release of the report last month, a joint meeting was hosted with elected officials from each of the participating communities on the evening of March 11, where WPF President Rob Henken provided a presentation on the study's findings and recommendations. Since the report's release on March 12, Mr. Henken has been in the process of attending meetings of each governing board within each of the communities that participated in the study to provide his report to those elected officials who were unable to attend the joint meeting, and to answer questions that may be more specific to a particular department or community.

Mr. Henken will attend Tuesday evening's Common Council meeting and provide an overview of WPF's report during the Committee of the Whole portion of the agenda. Thereafter, Council members will have the opportunity to ask questions of Mr. Henken or City staff, and potentially engage in a discussion regarding information contained in the report. Over the next several weeks, Mr. Henken will be concluding his visits to each of the municipal governing boards across the County. Thereafter, it is anticipated that each municipality will determine if any of the recommended options identified in the report should be further discussed or analyzed.

Attached is a copy of the *Report Brief* that was shared previously with the Common Council, as well as the press release that was distributed to local media outlets last month.

A copy of the *Full Report* is available on the City of Mequon's website at:
https://www.ci.mequon.wi.us/sites/default/files/fileattachments/fire/ambulance/page/22921/wisconsin_policy_forum_full_report_-_3.8.21.pdf

The *Full Report* can also be accessed on the Wisconsin Policy Forum's website at:
https://wispolicyforum.org/research/first-response-addressing-fire-and-emergency-medical-service-challenges-in-ozaukee-county.

Attachments:
WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (PDF)

FIRE EMS PRESS RELEASE - 3.11.21 (DOCX)

REPORT BRIEF

FIRST RESPONSE

Addressing fire and emergency medical service challenges in Ozaukee County



Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)

WISCONSIN POLICY FORUM

As part of the metro Milwaukee region and home to several burgeoning suburbs, many might assume that Ozaukee County is served by robust fire and emergency medical services (EMS) that rival those of neighboring Milwaukee or Waukesha counties. A closer look, however, reveals that is not the case. Relying largely on part-time paid and unpaid volunteers, the fire and rescue departments that serve Ozaukee County all take a comparatively bare-boned and inexpensive approach. That approach has been a justifiable source of community pride and has generally served the communities well over time, but it is now showing severe signs of distress.

In this report, at the behest of Ozaukee County's municipal leaders, the Wisconsin Policy Forum explores options that Ozaukee County's municipal governments may wish to consider to collaboratively respond to their growing fire and EMS service delivery challenges. The analysis was conducted with the input and cooperation of administrators and fire chiefs from each of the participating departments. Its purpose was not to recommend a specific strategy and implementation plan, but instead to develop a range of potential collaborative approaches.

Overview of Departments

Ozaukee County is served by nine fire departments that are dispersed geographically throughout the county. As shown in the table below, there are differences among the nine in terms of governance, staffing models, and EMS licenses. Still, all of the Ozaukee County departments provide both fire and EMS and offer ambulance transport (with the exception of Belgium, which contracts with Fredonia and Port Washington for transport).

Summary of Ozaukee County fire department characteristics

Name	Type	Staffing Model	ALS License
Mequon Fire Department	Municipal	Paid-on-call	Paramedic
Grafton Fire Department	Municipal	Combination	Paramedic
Port Washington Fire Department	Municipal	Paid-on-call	Paramedic
Cedarburg Fire Department*	Municipal	Volunteer/POC	AEMT
Thiensville Fire Department	Municipal	Paid-on-call	Paramedic
Saukville Fire Department	Municipal	Paid-on-call	AEMT
Fredonia Fire Department	Municipal	Paid-on-call	AEMT
Belgium Fire Department	Independent District	Volunteer	EMR
Waubeka Fire Department	Independent District	Volunteer	AEMT

* Cedarburg only pays part-time responders for ambulance transports but not for other calls.

There are very few full-time fire/EMS employees in Ozaukee County, with each of the departments instead making extensive use of part-time or volunteer staff. Only one department, the Grafton FD, could be considered a combination department, meaning that it staffs its station with both full-time firefighter/emergency medical technicians (EMTs) and paid-on-call (POC) or hourly employees. The Mequon FD also is moving to that model in 2021 with the addition of three full-time positions. Three of the departments are true volunteer departments in which the chief is generally the only paid employee.

Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)

EMS calls account for 80% of total calls in Ozaukee County. As shown in the table, the Mequon, Port Washington, and Grafton departments have the highest activity levels. Call volumes are growing in most jurisdictions, with increases exceeding 30% in Fredonia, Port Washington, Saukville, and Grafton. **This growth in calls for service is an important development that merits consideration by policymakers.**

Calls for service trends, 2015 to 2019

	2015	2019	% Change
Mequon Fire Department	1,917	2,323	21.2%
Grafton Fire Department	1,131	1,471	30.1%
Port Washington Fire Department	1,334	1,748	31.0%
Cedarburg Fire Department	1,045	1,162	13.1%
Thiensville Fire Department	677	777	14.8%
Saukville Fire Department	378	506	33.9%
Fredonia Fire Department	284	381	34.2%
Belgium Fire Department	190	229	20.5%
Waubeka Fire Department	103	98	-4.9%
Total	7,059	8,695	23.5%

An important aspect of response is whether and to what extent departments maintain staff who are stationed physically at the fire house and ready to immediately respond to a call. These ready-to-respond staff can be full-time, salaried employees or part-time staff who are paid at an hourly rate to be on site during a specified shift (the latter are known as paid-on premise or POP employees). Shift staffing can be in place 24/7 or only for daytime hours, when call volumes are higher.

Differences in call volumes help explain the range of different staffing models across jurisdictions. In areas with fewer than two or three calls per day, there may not be a financial justification for having fire or rescue crews available to respond from stations on a 24/7 basis. Consequently, assuming sufficient POC staff can be recruited and retained, a POC model may be appropriate.

The adjacent table breaks down each department's paid staffing (using fill-time equivalents, or FTEs) and shows the important variations in use of shift staffing versus POC staff. [1] Four of the departments have regularly scheduled shifts at their stations, although only Grafton and Mequon have true 24/7 shifts. Port Washington seeks but is not always able to staff a full-time paramedic and supplements that with a POP shift from 6 am to 6 pm. Fredonia has one full-time EMT at its station.

Paid staffing breakdown by department

	Chief/Admin	Shift FTE	POC FTE	Total FTE
Mequon Fire Department	3.00	7.29	18.52	28.82
Grafton Fire Department	2.50	4.41	8.14	15.04
Port Washington Fire Department	1.31	6.44	3.40	11.15
Cedarburg Fire Department	1.90	1.50	1.47	4.87
Thiensville Fire Department	2.01	0.00	3.40	5.42
Saukville Fire Department	0.50	0.00	5.52	6.02
Fredonia Fire Department	0.00	1.00	1.39	2.39
Belgium Fire Department	0.00	0.00	0.00	NA
Waubeka Fire Department	0.00	0.00	0.00	NA
Total	11.23	20.64	41.83	73.70

[1] The table reflects 2019 actual staffing and budgets unless significant changes occurred since that time. In those cases, we updated FTE numbers to reflect actions taken in 2020 and 2021 budgets. Grafton and Thiensville calculations reflect 2020 budgets and Mequon and Cedarburg numbers are updated to reflect 2021 budgets. Also, volunteer hours worked in Waubeka, Belgium, Thiensville, and Cedarburg are not reflected as these are not "paid" FTE hours.

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Response times are an important measure of service levels and are influenced significantly by staffing models. The table shows EMS average response times as provided by the nine departments. Given that Grafton and Mequon have at least some 24/7 shift staffing, it is not surprising that those two departments have the lowest turnout times[2] for EMS and fire calls. More rural departments, which rely on a general page and serve larger geographic areas, have longer turnout times. Travel time, meanwhile, is a reflection of station location and geographic service area.

EMS average response times

	EMS - Average Response Time in Minutes		
	Turnout time	Travel time	Total Response Time
Mequon Fire Department	4.00	5.50	9.50
Grafton Fire Department	3.00	4.00	7.00
Port Washington Fire Department	5.75	3.75	9.50
Cedarburg Fire Department	7.90	3.60	11.50
Thiensville Fire Department	5.19	3.51	8.70
Saukville Fire Department	7.95	4.80	12.75
Fredonia Fire Department*	6.1/6.3	2.3/5.8	8.4/12.1
Belgium Fire Department	5.87	3.03	8.90
Waubeka Fire Department	10.50	3.90	14.40

* For Fredonia, we show response times both for calls within the village and town of Fredonia (the first number) and for ambulance calls to which the department responds in Belgium.

While readers may wish to gauge whether the response times for the Ozaukee County departments are satisfactory, it is difficult to opine on that question. Different staffing models, geographies, and service expectations among different fire departments makes it difficult to use response time comparisons or statewide or national standards to measure service quality. Nevertheless, **it is certainly worth noting that with the exception of Grafton, EMS response times for the Ozaukee County departments generally do not measure up well with statewide and national averages and/or standards**.

With regard to fire department budgets, there is wide variation between the Ozaukee County departments in the costs borne by taxpayers (see chart on following page). Some consistency does exist in the north between the departments in Waubeka, Belgium, Saukville, and Fredonia, which is linked to their similar staffing and response models. Similarly, Mequon and Grafton, the two departments that make greatest use of full-time staff, have similar net per capita spending levels. Overall, per capita fire and EMS spending levels in Ozaukee County are considerably lower than those we have seen in other counties where we have conducted fire and EMS service sharing studies, including Milwaukee, Racine, and La Crosse counties.

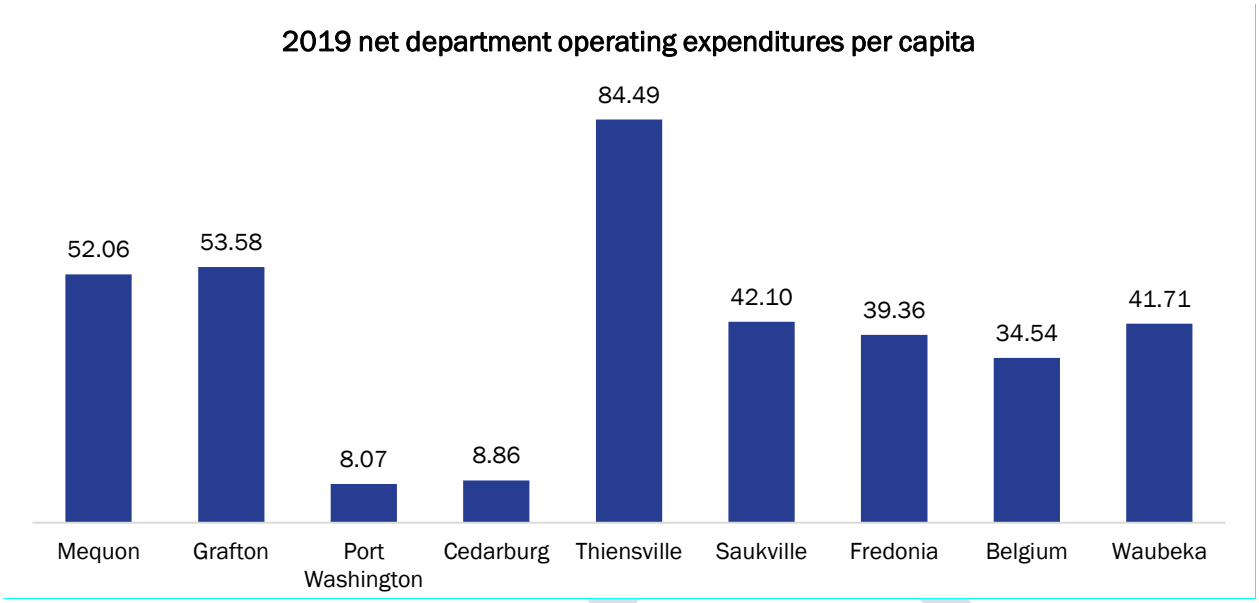
Key Challenges and Observations

There is no "right" or "wrong" fire department staffing and operational framework, and each of the models employed in Ozaukee County may be perfectly suited to a particular community based on the needs and expectations of its residents. In fact, the dedication of part-time and volunteer staff and the ability of several departments to sustain their operations through fundraising and other creative means is impressive.

[2] Turnout times represent the time between the receipt of a call and when a response is on the road.

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Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)



Nevertheless, we identified some pressing issues that affect each of the participants and that may benefit from collective planning and coordination as departments seek to resolve them:

- **Calls for service are increasing** for all nine departments, which have added to the pressure on all departments to enhance staffing and response levels.
- At the same time that call volumes are growing, each department is **struggling to recruit and retain part-time or volunteer staff** and each has expressed serious concerns about the sustainability of a model that relies upon such staff going forward.
- While there is no precise standard for EMS responses times to equally apply to each of the nine departments, it is clear to us that **EMS response times in Ozaukee County merit improvement.**
- **Paramedic and overall staffing levels in Port Washington are particularly stretched thin**, which has negative ramifications for other departments given Port Washington's central location and its role in providing either primary or back-up advanced life support services to neighboring jurisdictions.

Most notably, **the departments' challenges during the final weeks of 2020 should serve as an urgent call to action for greater investment in full-time staff**. Paid-on-call staffing challenges were on full display as a surge in COVID-19 cases and the year-end holidays depleted rosters and rendered several departments unable to respond to service calls for extended periods of time.

When one department is unable to field a response, response times suffer as neighboring departments must pick up the slack. Meanwhile, those neighboring departments – which have invested sufficiently to ensure service interruptions do not occur in *their* communities – experience severe stress, with command and line staff often forced to work extended hours and juggle multiple calls from multiple jurisdictions. Overall, **this is an unsustainable situation that merits immediate consideration and action.**

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Summary of options for change

We considered and broadly modeled a spectrum of service sharing and consolidation options that may allow the study participants to grapple with their challenges in a manner that would be less expensive and more effective than if they attempted to do so individually. None of these options are mutually exclusive, and they could be pursued progressively over time.

Our first tier of options involves strategies the Ozaukee County departments could undertake collaboratively while **maintaining the independence of each department**. The first would strategically station four full-time paramedic interceptors across the county as a means of boosting paramedic response capacity county-wide; while the second envisions a collective effort to boost the number of full-time shifts at strategic station locations to ensure sufficient capacity when call volumes are high or POC staff are scarce. This option also anticipates a higher and more formalized level of mutual aid. Cost sharing negotiations would be required to implement these options, but implementation from a programmatic perspective could occur relatively quickly.

Tier 1: Near-Term Options

Option	Description
Paramedic Supplement	Four 24/7 paramedics stationed strategically across Ozaukee County to provide 24/7 response as a supplement to EMS response capability of existing departments; paramedics could be employed by health systems, the county, or a private contractor with the cost allocated to municipalities.
Add FT staff countywide	Provide a minimum of two full-time firefighter/EMS responders at several stations throughout the county to improve EMS response times, enhance mutual aid capacity, and decrease reliance on POC staff. This option would rely on a far more extensive and formalized approach to mutual aid that could include additional automatic aid agreements or "closest unit response."

Our next tier of options involves two approaches to **partially consolidate the Ozaukee County fire departments**. These options would move the departments further in the direction of a full-time staffing model, while allowing costs to be shared among multiple communities. The first looks at the prospect of merging pairs of departments in Ozaukee County. We use Grafton and Saukville as a model since those two departments are currently sharing a chief. Our second partial consolidation option examines a hypothetical scenario in which the existing Ozaukee County departments merge into two departments – one that would cover the northern part of the county and the other the southern portion.

Tier 2: Partial Consolidation Options

Option	Description
Two-Way Consolidation	Two departments consolidate their operations as a means of sharing the cost of enhanced full-time staffing while also seeking administrative and apparatus efficiencies; a Grafton-Saukville hypothetical consolidation plan is presented for illustrative purposes.
Two Ozaukee County Departments	The nine departments consolidate into Northern Ozaukee County and Southern Ozaukee County departments as a means of moving toward full-time staffing while also securing the service-level benefits and efficiencies associated with large departments.

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Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)

Our final tier of options presents two different models for a **single consolidated fire department to serve all of Ozaukee County**. The two models differ both in their ratio of full-time to part-time staff and the number of 24/7 shifts maintained at each station. The first model is designed to approximate the staffing model used by the North Shore Fire Department, while the second is a lower-priced approach that may more appropriately reflect Ozaukee County's call volumes and density.

A single consolidated department would perhaps best position Ozaukee County citizens and taxpayers to maximize the general benefits of consolidation. For example, the department's larger size might make it better able to recruit and retain high-quality staff; create a more efficient command and operational structure; and house a leaner fleet of vehicles. Conversely, because of the differences in demographics and service demands that exist in different parts of Ozaukee County's large geography, a "one size fits all" approach may not be optimal.

Tier 3: Full Consolidation Options

Option	Description
Higher-Price Staffing Model	Ozaukee County is served by a single consolidated department that uses mostly full-time firefighter/EMS responders to staff a combined 38 shifts on a 24/7 basis across eight of the county's 11 stations. The remaining three stations would be staffed with POC personnel.
Lower-Price Staffing Model	Ozaukee County is served by a single consolidated department that uses a combination of full-time and part-time firefighter/EMS responders to staff a combined 25 shifts on a 24/7 basis across seven of the county's 11 stations. The remaining four stations would be staffed with POC personnel.

Options Comparison

As summarized in the table below, each option would necessitate substantial additional taxpayer investment, which is not surprising given the relatively low level of investment that is currently occurring. However, while the price tags may be difficult for policymakers and citizens to swallow, they cannot be considered in a vacuum.

It is clear that *some* sizable increased investment is warranted to move toward full-time fire department staffing. This will be important not only to ensure that the service-level issues cited above are addressed, but also as a means of ensuring equity. Indeed, the current situation – in which certain departments that have invested more heavily are being asked to pick up slack for others – would appear to be unsustainable.

Fiscal impacts of six options

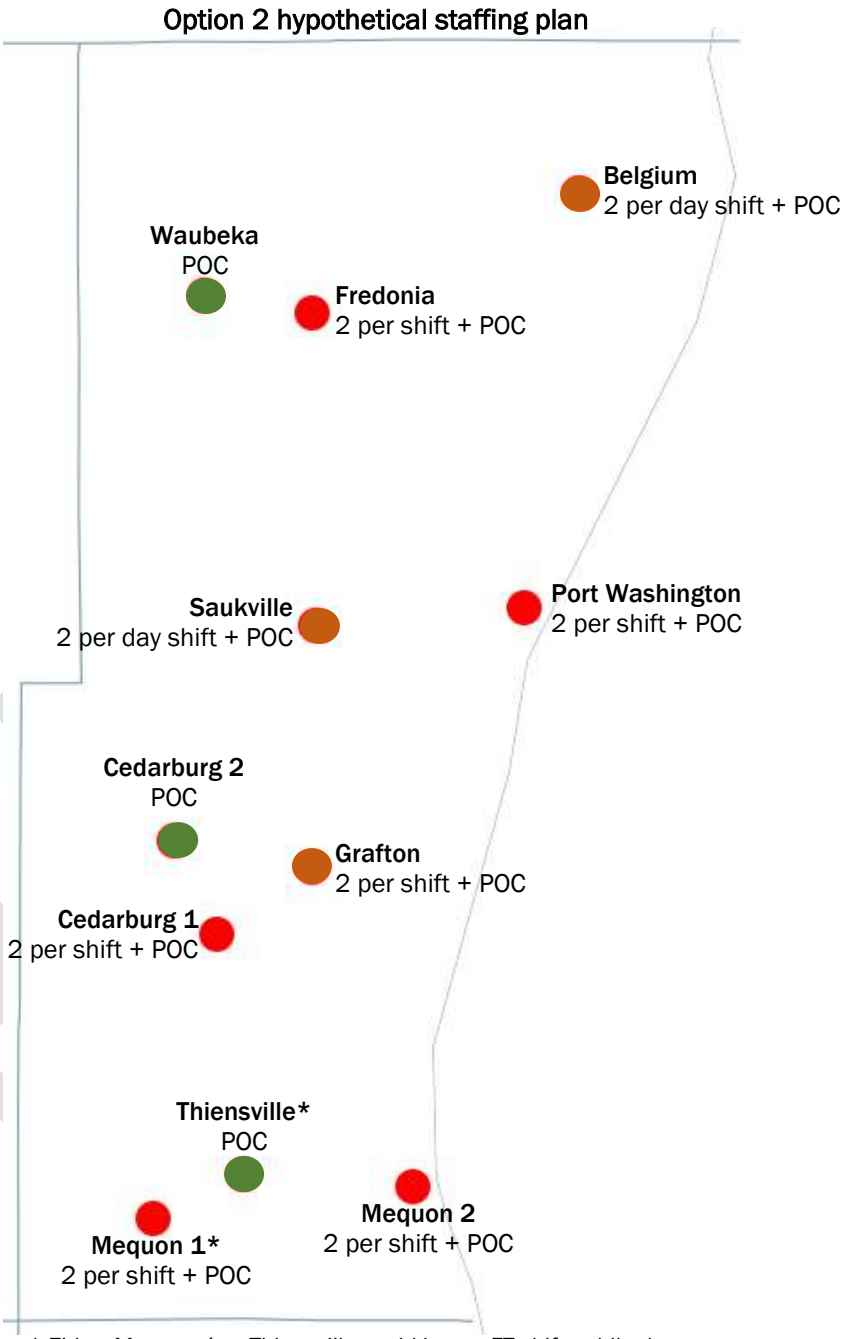
Consolidation Option	Total Expenditures	Addl. Net Expenditures	Per Capita Addl. Net Expenditures
Option 1 – Paramedic Supplement	$5,820,903	$1,449,307	$16.02
Option 2 – Enhanced FT Staffing	$7,083,146	$2,711,550	$29.98
Option 3 – Grafton-Saukville	$1,765,611	$741,718	$33.99
Option 4 – Northern & Southern Depts.	$9,321,404	$4,949,808	$54.73
Option 5 - Higher-Cost Consolidated	$12,227,538	$7,855,941	$86.86
Option 6 - Lower-Cost Consolidated	$8,192,202	$3,820,605	$42.24

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Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)

The cost differential among the various options is largely attributed to the extent to which they would allow Ozaukee County to move toward 24/7 station staffing and reduce reliance on POC staff. For example, as shown on the adjacent map, the premise of Option 2 is to ensure a 24/7 onsite presence of at least two firefighter/paramedics or firefighter/EMTs at several stations throughout the county while maintaining the nine independent departments. This would ensure that a two-person crew would be available to immediately respond to an EMS call at multiple, geographically dispersed locations at any given time. Each department would continue to rely on POC staff to supplement the two individuals working on station shifts for fire response, as well as for some instances in which there are multiple EMS calls.

The consolidation models are more complicated because they would merge existing departments into larger departments that would require new governance and cost allocation structures. They assume a much higher level of full-time staffing similar to other large departments throughout Wisconsin.



* Either Mequon 1 or Thiensville could house FT shifts while the other would use POC for fire response.

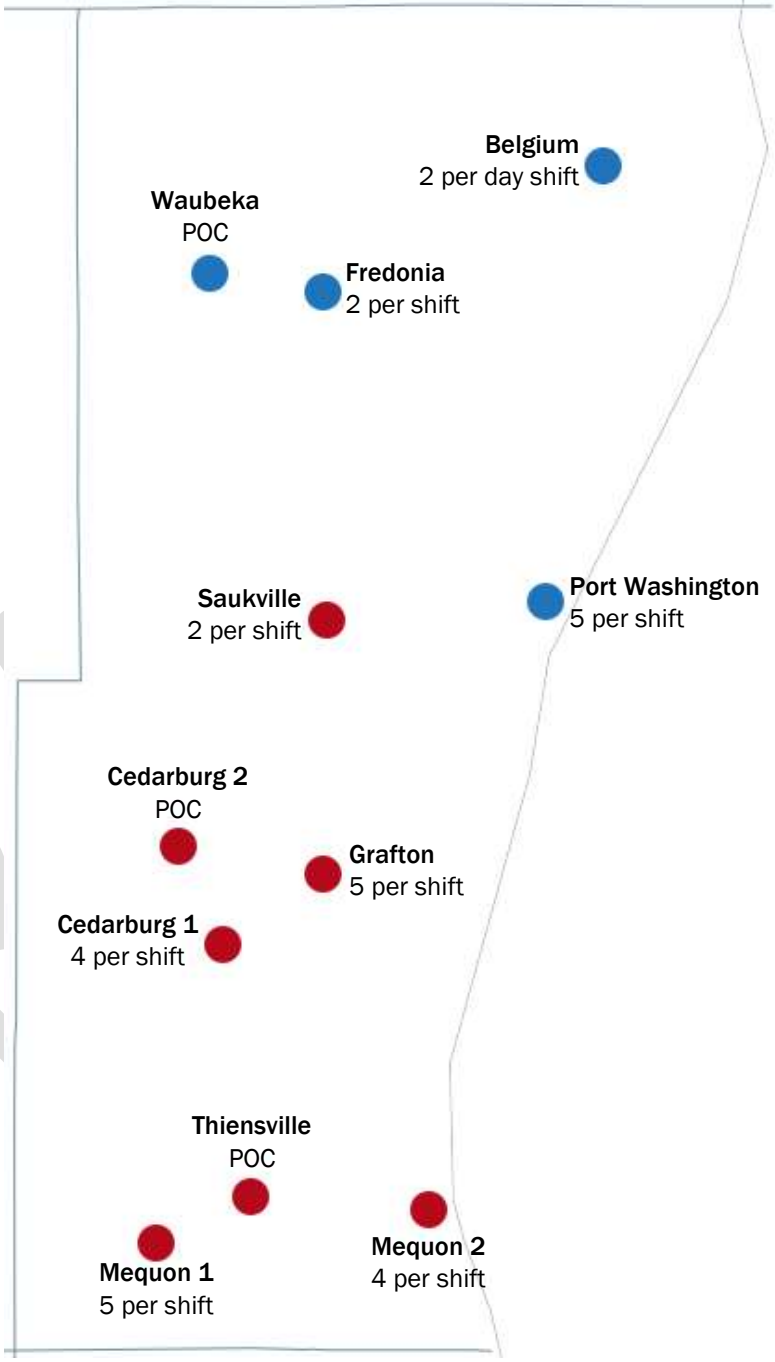
As shown on the map on the following page, our model in which the nine departments merge into two would have five individuals stationed on a 24/7 basis in Port Washington and two in Fredonia to anchor response in the northern part of the county. In the south, four or five firefighter/EMS responders would be at stations at all times in Grafton, Cedarburg 1, and both Mequon stations. An advantage of the two-department approach is the opportunity to design a service model for each half of the county that is more appropriately suited to their respective call volumes, demographics, and financial capacities.

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Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)

Finally, our full consolidation models would provide the opportunity for even better coordination of staff resources and apparatus while providing a vastly enhanced level of service compared to the current state. Our lower-price full consolidation model would call for four or five individuals on shifts on a 24/7 basis at 5 of the 11 station locations and two on shifts during the daytime at two additional stations. This may represent a reasonable middle ground for policymakers who wish to explore the benefits of a single department consolidation option but also wish to maintain a balanced combination of full-time and part-time staff that is consistent with Ozaukee County's call volumes.

Option 4 hypothetical shift staffing plan (North department stations in blue and South department stations in red)



It is important to note that the substantial additional cost of the consolidation options is *not linked to the act of consolidating*. Instead, it reflects our premise that if consolidation is to occur, then that reflects (at least in part) a sentiment by elected leaders that they need to substantially enhance staffing and service quality. While that entails extra cost, the cost likely would be lower than if the same pursuit occurs by each department independently.

For example, our lower-price full consolidation model would reduce the number of apparatus housed throughout the county from 82 to 56. Also, the larger departments under either our two-department or single department consolidation models would enhance staff recruitment and retention by establishing expanded pay scales and career ladders; reduce the need for overtime to cover for vacation and sick leave by allowing commanders to easily shift staff among multiple stations; and enhance service effectiveness by allowing leaders to strategically deploy staff and apparatus on a regional level. A larger department also could produce greater capacity to engage in proactive efforts to reduce call volumes, such as use of community paramedicine and enhanced fire/EMS education and prevention.

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Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)

Conclusion

Our analysis of fire and EMS service sharing and consolidation opportunities in Ozaukee County finds that while the nine fire departments maintain strong working relationships that help plug some service gaps, they also face severe challenges that promise to intensify over time. In fact, **those challenges are now sufficiently acute to justify immediate investment in service and staffing enhancements**, which would be most effective and efficient if made as part of broad-based, systemic collaboration.

The crux of the problem is as follows:

- At a time when EMS calls for service are increasing, **most departments have limited rosters of paid-on-call and volunteer responders and are having great difficulty recruiting new part-time firefighters and EMTs**. In addition, while Ozaukee County departments have a high ratio of paramedics to other licensed EMS responders, the available capacity of paramedics is limited. These staffing challenges pose a particular problem during daytime hours, at times when there are multiple EMS calls within the same or neighboring jurisdictions, and in the case of multi-alarm fires or other major incidents.

- **EMS response times are below the standards one might expect in a largely suburban service area, which similarly stems from the departments' heavy reliance on POC responders**. Perhaps most alarming – given the impact on response times – is the frequency with which some departments must rely on mutual aid for EMS response because staffing challenges preclude them from assembling sufficient staff to respond on their own. This challenge became particularly acute in the final weeks of 2020, when a surge of COVID-19 cases combined with typical holiday shortages to put several departments out of service for extended periods.

To address these challenges, we present three tiers of increasingly comprehensive options that policymakers could pursue to improve service levels and response times. The less advanced options would maintain the independence of the nine existing departments as well as existing response patterns, which may be preferable to some given the different needs and service expectations of smaller and larger communities within the county. Yet, while maintaining local control, these options would not provide the same level of service improvement and would fail to take advantage of some of the natural efficiencies that flow from consolidation.

We acknowledge that the price tags associated with our broad options may be difficult for policymakers and citizens to swallow. However, if advanced options are deemed too expensive for now, then the less advanced options – perhaps phased in over several budgets – would allow the communities to start slowly and build toward more comprehensive collaborative approaches. A slower approach may also be necessary given the possible restrictions to enhanced fire and EMS spending that may be posed by state property tax levy limits and expenditure restraints, which may require legislative action to address.

Overall, we hope this analysis sheds light on Ozaukee County's fire and EMS challenges and the need to respond both swiftly and thoughtfully. Going forward, we would be pleased to support any efforts to implement the policy options cited in this report or otherwise assist the region in pursuing greater intergovernmental cooperation.

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Attachment: WISCONSIN POLICY FORUM REPORT BRIEF - 3.8.21 (6126 : Fire & EMS Feasibility Analysis)

FOR IMMEDIATE RELEASE March 12, 2021

Contacts: Anthony Brown
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Ozaukee County Communities Complete Phase I Feasibility Analysis of Fire & EMS Service Sharing Opportunities

Following an eight-month study of potential service-sharing opportunities across nine (9) paid-on-call fire departments in Ozaukee County, the Wisconsin Policy Forum (WPF) today released a report outlining the results of its independent analysis. The report, entitled *First Response: Addressing Fire & Emergency Medical Service Challenges in Ozaukee County*, represents a Phase I feasibility analysis on behalf of the ten separate jurisdictions that initiated the review. Participating communities included the Cities of Cedarburg, Mequon and Port Washington, the Towns of Belgium and Cedarburg, the Villages of Fredonia, Grafton, Saukville and Thiensville, and Waubeka.

After reviewing and analyzing operating budgets, capital plans, service call histories and personnel-related data of the participating departments, the Forum found that:

1. Calls for services across the nine departments have risen nearly 24% between 2015-2019.
2. EMS response times do not meet statewide and national averages and/or standards. Between turnout and travel time, average response times range from 7 - 14.5 minutes.
3. Departments are struggling to recruit and retain part-time or volunteer staff. In fact, even the better-staffed Ozaukee County departments do not have sufficient resources to manage a structure fire, and any major incident generally requires a call for mutual aid.

Attachment: FIRE EMS PRESS RELEASE - 3.11.21 (6126 : Fire & EMS Feasibility Analysis)

Fire & EMS Feasibility Analysis - Page 2

Upon concluding its review, Wisconsin Policy Forum did not recommend a specific consolidation approach or implementation plan. Rather, the report develops a range of tiered options and provides sufficient fiscal and programmatic analysis to allow policymakers the ability to determine if any of the identified options should be considered for more detailed analysis, refinement and potential implementation. These include:

- Tier 1: Departments increase collaboration while maintaining independence. This could mean strategically stationing and jointly paying for full-time paramedic interceptors across the county, or an effort to boost the number of full-time shifts at strategic station locations when call volumes are high or staffing levels are low.
- Tier 2: Partially consolidate the departments while moving toward a full-time staffing model. A hypothetical example is provided that illustrates a merger between Grafton and Saukville. Another scenario shows the nine existing departments merging into two departments: one in the northern part of the county and another in the southern portion.
- Tier 3: Modeling of a single, consolidated department to serve all of Ozaukee County. One scenario approximates the staffing model used by the neighboring North Shore Fire Department (high-cost), while a second scenario shows a lower-priced approach that may more appropriately reflect Ozaukee County's call volumes and density.

In asking the Forum to analyze these options, Ozaukee County leaders are not alone. Even before the COVID-19 pandemic, efforts to explore enhanced service sharing and cooperation among regional Fire & EMS providers has become more common in Wisconsin and across the nation.

The report, which is available at www.wispolicyforum.org, provides potential options as a starting point for discussion amongst the participating entities. Over the next six weeks, Policy Forum staff will present their findings to each community's governing body. From there, each municipality will determine if any of the options should be further discussed or analyzed.

###

Attachment: FIRE EMS PRESS RELEASE - 3.11.21 (6126 : Fire & EMS Feasibility Analysis)

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3500
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Public Safety Committee**

TO: **Common Council**
FROM: **Patrick Pryor, Chief of Police**
DATE: **February 23, 2021**
SUBJECT: **ORDINANCE 2021-1586 An Ordinance Amending Chapter 82 of the Mequon Municipal Code to Reflect Current Roadway Names and Posted Speed Restrictions within the City**

Background

The Mequon Police Department has determined that current posted speed limits and associated roadway names are not accurately reflected in Section 82-2 of the Mequon Municipal Code, which is entitled: *Speed Restrictions on Particular Streets*.

Analysis

Officers were assigned to compare all posted speed limits throughout Mequon with the City's current ordinance. Thereafter, a draft of the ordinance was edited as appropriate, including the removal of abbreviations for directional wording. A redline version of the proposed modifications is attached for review.

Notably, no posted limits are being changed in the proposed amendments that are being submitted for adoption; rather, this is simply an update of the ordinance to accurately reflect what is currently posted throughout the community.

Fiscal Impact

None

Recommendation

On March 9, the Public Safety Committee recommended adoption of the proposed ordinance amendments by a vote of 3-0.

Attachments:
Sec._82_2.___Speed_restrictions_on_particular_streets (DOC)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1586

An Ordinance Amending Chapter 82 of the Mequon Municipal Code to Reflect Current Roadway Names and Posted Speed Restrictions within the City

RECITALS

A. The Common Council previously adopted section 82-2 of the Mequon Municipal Code, which establishes speed limits on various roads within the City of Mequon.

B. The Police Department has identified various parts of Section 82-2 which are no longer consistent with the actual posted speeds and has recommended updating the Code to reflect posted speeds.

C. The Common Council wishes to update section 82-2 to match posted speeds, and to otherwise clarify the language within the section.

D. The regulation of traffic speeds 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, OZAUKEE COUNTY, STATE OF WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION I

Section 82-2 of the Mequon Municipal Code is amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck-through~~):

Sec. 82-2. - Speed restrictions on particular streets.

Without in any way modifying the special speed restrictions for certain vehicles as set forth in Wis. Stats. § 346.58, no person shall drive a vehicle at a speed in excess of the following limits on certain streets in the City of Mequon as follows:

(1) Fifty m.p.h. speed limit.

a. North Wasaukee Road for all vehicles between West Highland Road and West Pioneer Road.

(2) Forty-five m.p.h. speed limit.

a. West~~.~~ Pioneer Road from North~~.~~ Wasaukee Road to the western boundary of the City of Cedarburg, and~~,~~ from the eastern boundary of the City

of Cedarburg to Lake Shore Road.

b. North Cedarburg Road from the northern limit of the Village of Thiensville to a point approximately 1,500 feet south of the southern limit of the City of Cedarburg.

c. ~~North.~~ Wauwatosa Road from ~~West.~~ County Line Road to West Mequon Road.

d. ~~North.~~ Cedarburg Road from ~~West.~~ County Line Road to ~~West.~~ ~~North~~ Sherwood Drive.

e. ~~West.~~ Highland Road from ~~North.~~ Wasaukee Road to North Cedarburg Road ~~(Hwy 57)~~.

f. ~~West.~~ Freistadt Road from ~~North.~~ Wasaukee Road to ~~North.~~ Granville Road ~~(north)~~.

g. ~~West.~~ Freistadt Road from approximately 300 feet east of ~~North.~~ Briarhill Road to 260 feet west of ~~North.~~ Ridgeway Avenue.

h. ~~West.~~ Donges Bay Road from ~~North.~~ Wasaukee Road to ~~North.~~ Wauwatosa Road. ~~N. Granville Road from W. County Line Road to a point 2,475 feet south of its intersection with W. Freistadt Road.~~

i. ~~North.~~ Granville Road from ~~West.~~ Freistadt Road to ~~West.~~ Highland Road.

j. ~~North.~~ Granville Road from ~~West.~~ Highland Road to ~~West.~~ Pioneer Road.

k. ~~North.~~ Farmdale Road from ~~West.~~ Mequon Road to ~~West.~~ Highland Road.

l. ~~North.~~ Swan Road from ~~West.~~ County Line Road to ~~West.~~ Mequon Road.

m. ~~North.~~ Davis Road from ~~West.~~ Bonniwell Road to ~~West.~~ Pioneer Road.

n. ~~North.~~ Port Washington Road from West Glen Oaks Lane to West Pioneer Road.

o. ~~West.~~ Bonniwell Road from North Wasaukee Road to ~~the intersection with~~ North Cedarburg Road.

p. North Granville Road from West County Line Road to a point 2,475 feet south of its intersection with West Freistadt Road.

(3) Forty m.p.h. speed limit.

a. ~~State Trunk Highway 167 for all vehicles between construction limits (I-43) westerly to a point 100 feet west of the intersection with State Trunk Highway 181.~~ West Mequon Road from North Swan Road to North Market Street.

b. ~~West.~~ Donges Bay Road from ~~North.~~ Wauwatosa Road to ~~North.~~ Cedarburg Road.

c. ~~West.~~ Highland Road from ~~North.~~ Yvonne Drive to ~~North.~~ Cedarburg Road ~~(Hwy 57)~~.

d. ~~West.~~ County Line Road from ~~North.~~ Wasaukee Road to ~~North.~~ Wauwatosa Road.

e. ~~W. Freistadt Road. W. Bonniwell from Green Bay Road to~~

~~Riverland Road.~~ North Wauwatosa Road from West Freistadt Road to West Pioneer Road.

f. North~~.~~ Wasaukee Road between West County Line Road and West Highland Road.

g. North~~.~~ Riverland Road from West~~.~~ Bonniwell Road to West~~.~~ Pioneer Road.

h. North~~.~~ Lake Shore Drive from West Highland Road to West Bonniwell Road.

(4) Thirty-five m.p.h. speed limit.

a. North Cedarburg Road from a point approximately 1,500 feet south of the southern limit of the City of Cedarburg to the southern limit of the City of Cedarburg.

b. North~~.~~ Wauwatosa Road from West~~.~~ Mequon Road to West~~.~~ Freistadt Road.

c. North~~.~~ Port Washington Road from West~~.~~ County Line Road to West Glen Oaks Lane.

d. West~~.~~ Freistadt Road from North~~.~~ Granville Road ~~(north)~~ to approximately 300 feet east of North~~.~~ Briarhill Road~~,~~ and from 260 feet west of North~~.~~ Ridgeway Avenue to North~~.~~ Wauwatosa Road.

e. West~~.~~ County Line Road from North~~.~~ Wauwatosa Road to North~~.~~ Cedarburg Road.

f. North~~.~~ Green Bay Road from the north limits of the Village of Thiensville to West~~.~~ Pioneer Road.

g. West~~.~~ Bonniwell Road from approximately one-half mile west of North~~.~~ Oriole Lane to North~~.~~ Port Washington Road.

h. West~~.~~ Bonniwell Road from North~~.~~ Lake Shore Drive ~~(south)~~ to North~~.~~ Lakewood ~~Shore~~ Drive ~~(north)~~.

i. North~~.~~ Fieldwood Road from West~~.~~ Freistadt Road to West~~.~~ Highland Road.

j. West. Mequon Road from North Market Street ~~the Chicago & Northwestern Railroad right-of-way~~ to North Lake Shore Drive.

k. West~~.~~ Donges Bay Road from North~~.~~ River Road to North~~.~~ Lake Shore Drive.

l. West~~.~~ Zedler Lane from North~~.~~ Katherine Drive to North~~.~~ Lake Shore Drive.

m. North River Road from West~~.~~ Donges Bay Road to its north end at the Milwaukee River.

n. ~~N. Range Line Road from W. County Line Road to W. Mequon Road~~ West Highland Road from North Yvonne Drive to North Lake Shore Drive.

o. North~~.~~ Katherine Drive from North~~.~~ Port Washington Road to West~~.~~ Zedler Lane.

p. North~~.~~ Lake Shore Drive from West~~.~~ Zedler Lane to West~~.~~ Mequon Road.

q. North~~.~~ Lake Shore Drive from West~~.~~ Bonniwell Road to West~~.~~

Pioneer Road.

r. West. Freistadt Road from North. Wauwatosa Road to the village limits of the Village of Thiensville.

s. North. Granville Road from ~~its intersection with~~ West. Freistadt Road to a point 2,475 feet south of its intersection with West. Freistadt Road.

t. West. Bonniwell Road from ~~Hwy 57~~North Cedarburg Road to North Riverland Road.~~its point of terminus which is proximate to the west bank of the Milwaukee River~~

u. West Freistadt Road from North Villa Grove Road to North Fieldwood Road.

(5) Thirty m.p.h. speed limit.

a. North Cedarburg Road from West Sherwood Drive to the south village limits of the Village of Thiensville.

b. North. Baehr Road from West. County Line Road to West. Donges Bay Road.

c. North River Road from West Freistadt Road to West Highland Road.

d. West. County Line Road from North. Port Washington Road to ~~N. River Road~~216 feet east of North Crestwood Court.

e. North Range Line Road from West Mequon Road ~~south~~ to West County Line Road, with the exception of any areas marked as school zones.

f. North. Lake Shore Drive from West. Mequon Road to West. Highland Road.

(6) Twenty-five m.p.h. speed limit.

a. ~~State Trunk Highway 167~~ West Mequon Road, when children are present, from a point 150 feet east of its intersection with North Range Line Road westerly to a point 350 feet west of said intersection, pursuant to Wis. Stats. § 349.11(7).

b. All other public roads and streets in the City of Mequon.

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 ordinance in contravention to this ordinance are hereby repealed

SECTION IV

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

publication.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

Published: _____

Sec. 82-2. - Speed restrictions on particular streets.

Without in any way modifying the special speed restrictions for certain vehicles as set forth in Wis. Stats. § 346.58, no person shall drive a vehicle at a speed in excess of the following limits on certain streets in the City of Mequon as follows:

(1) Fifty m.p.h. speed limit.

a. North Wasaukee Road for all vehicles between West Highland Road and West Pioneer Road.

(2) Forty-five m.p.h. speed limit.

a. ~~W.~~ West Pioneer Road from ~~N.~~ North Wasaukee Road to the west boundary of the City of Cedarburg~~,~~ and~~,~~ from the east boundary of the City of Cedarburg to Lake Shore Road.

b. North Cedarburg Road from the northern limit of the Village of Thiensville to a point approximately 1,500 feet south of the southern limit of the City of Cedarburg.

c. ~~N.~~ North Wauwatosa Road from ~~W.~~ West County Line Road to West Mequon Road.

d. ~~N.~~ North Cedarburg Road from ~~W.~~ West County Line Road to ~~W.~~ West ~~North~~ Sherwood Drive.

e. ~~W.~~ West Highland Road from ~~N.~~ North Wasaukee Road to North Cedarburg Road (Hwy 57).

f. ~~W.~~ West Freistadt Road from ~~N.~~ North Wasaukee Road to ~~N.~~ North Granville Road (north).

g. ~~W.~~ West Freistadt Road from approximately 300 feet east of ~~N.~~ North Briarhill Road to 260 feet west of ~~N. North~~ Ridgeway Avenue.

h. ~~W.~~ West Donges Bay Road from ~~N.~~ North Wasaukee Road to ~~N.~~ North Wauwatosa Road. ~~N. North Granville Road from W. West County Line Road to a point 2,475 feet south of its intersection with W. West Freistadt Road.~~

i. ~~N.~~ North Granville Road from ~~W.~~ West Freistadt Road to ~~W.~~ West Highland Road.

j. ~~N.~~ North Granville Road from ~~W.~~ West Highland Road to ~~W.~~ West Pioneer Road.

k. ~~N.~~ North Farmdale Road from ~~W.~~ West Mequon Road to ~~W.~~ West Highland Road.

l. ~~N.~~ North Swan Road from ~~W.~~ West County Line Road to ~~W.~~ West Mequon Road.

m. ~~N.~~ North Davis Road from ~~W.~~ West Bonniwell Road to ~~W.~~ West Pioneer Road.

n. ~~N.~~ North Port Washington Road from West Glen Oaks Lane to West Pioneer Road.

o. ~~W.~~ West Bonniwell Road from North Wasaukee Road to the intersection with North Cedarburg Road.

p. North Granville Road from West County Line Road to a point 2,475 feet south of its intersection with West Freistadt Road.

(3) Forty m.p.h. speed limit.

a. ~~State Trunk Highway 167 for all vehicles between construction limits (I-43) westerly to a point 100 feet west of the intersection with State Trunk Highway 181.~~ West Mequon Road from North Swan Road to North Market Street.

b. ~~W.~~ West Donges Bay Road from ~~N.~~ North Wauwatosa Road to ~~N.~~ North Cedarburg Road.

c. ~~W.~~ West Highland Road from ~~N.~~ North Yvonne Drive to ~~N.~~ North Cedarburg Road ~~(Hwy 57~~).

d. W. West County Line Road from N. North Wasaukee Road to N. North Wauwatosa Road.

e. ~~W. West Freistadt Road. W. West Bonniwell from Green Bay Road to Riverland Road.~~ North Wauwatosa Road from West Freistadt Road to West Pioneer Road.

f. ~~N.~~ North Wasaukee Road between West County Line Road and West Highland Road.

g. ~~N.~~ North Riverland Road from ~~W.~~ West Bonniwell Road to ~~W.~~ West Pioneer Road.

h. ~~N.~~ North Lake Shore Drive from West Highland Road to West Bonniwell Road.

i. ~~N.~~ North Wauwatosa Road from ~~W.~~ West Freistadt Road to ~~N.~~ West Pioneer Road.

(4) Thirty-five m.p.h. speed limit.

a. North Cedarburg Road from a point approximately 1,500 feet South of the southern limit of the City of Cedarburg to the southern limit of the City of Cedarburg.

b. ~~N.~~ North Wauwatosa Road from ~~W.~~ West Mequon Road to ~~W.~~ West Freistadt Road.

c. ~~N.~~ North Port Washington Road from ~~W.~~ West County Line Road to West Glen Oaks Lane.

d. ~~W.~~ West Freistadt Road from ~~N.~~ North Granville Road (north) to approximately 300 feet east of ~~N.~~ North Briarhill Road~~,~~ and from 260 feet west of ~~N.~~ North Ridgeway Avenue to ~~N.~~ North Wauwatosa Road.

e. ~~W.~~ West County Line Road from ~~N.~~ North Wauwatosa Road to ~~N.~~ North Cedarburg Road.

f. ~~N.~~ North Green Bay Road from the north limits of the Village of Thiensville to ~~W.~~ West Pioneer Road.

g. ~~W.~~ West Bonniwell Road from approximately one-half mile west of ~~N.~~ North Oriole Lane to ~~N.~~ North Port Washington Road.

h. ~~W.~~ West Bonniwell Road from ~~N.~~ North Lake Shore Drive (south) to ~~N.~~ North Lake Shore Drive (north).

i. ~~N.~~ North Fieldwood Road from ~~W.~~ West Freistadt Road to W. Highland Road.

j. ~~W.~~ West Mequon Road from ~~the Chicago & Northwestern Railroad right-of-way~~ North Market Street to North Lake Shore Drive.

k. ~~W.~~ West Donges Bay Road from ~~N.~~North River Road to ~~N.~~North Lake Shore Drive.

l. ~~W.~~ West Zedler Lane from ~~N.~~ North Katherine Drive to ~~N.~~ North Lake Shore Drive.

m. North River Road from ~~W.~~ West Donges Bay Road to its north end at the Milwaukee River.

n. ~~N. North Range Line Road from W. West County Line Road to W. West Mequon Road.~~ West Highland Road from North Yvonne Drive to North Lake Shore Drive (south).

o. ~~N.~~ North Katherine Drive from ~~N.~~ North Port Washington Road to ~~W.~~ West Zedler Lane.

p. ~~N.~~ North Lake Shore Drive from ~~W.~~ West Zedler Lane to ~~W.~~ West Mequon Road.

q. ~~N.~~ North Lake Shore Drive from ~~W.~~ West Bonniwell Road to ~~W.~~ West Pioneer Road.

r. ~~W.~~ West Freistadt Road from ~~N.~~ North Wauwatosa Road to the village limits of the Village of Thiensville.

s. ~~N.~~ North Granville Road from its intersection with ~~W.~~West Freistadt Road to a point 2,475 feet south of its intersection with ~~W.~~ West Freistadt Road.

t. ~~W.~~ West Bonniwell Road from North Cedarburg Road ~~Hwy 57~~ to North Riverland Road~~. its point of terminus which is proximate to the west bank of the Milwaukee River~~

u. West Freistadt Road from North Villa Grove Road to North Fieldwood Road.

(5) Thirty m.p.h. speed limit.

a. North Cedarburg Road from West Sherwood Drive to the south village limits of the Village of Thiensville.

b. ~~N.~~North Baehr Road from ~~W.~~West County Line Road to ~~W.~~West Donges Bay Road.

c. North River Road from West Freistadt Road to West Highland Road.

d. ~~W.~~West County Line Road from ~~N.~~North Port Washington Road to ~~N.North River Road.~~ 216 feet east of North Crestwood Court.

e. North Range Line Road from West Mequon Road south to West County Line, with the exception of any areas marked as school zones.

f. ~~N.~~North Lake Shore Drive from ~~W.~~West Mequon Road to ~~W.~~West Highland Road.

(6) Twenty-five m.p.h. speed limit.

a. ~~State Trunk Highway 167~~ West Mequon Road when children are present from a point 150 feet east of its intersection with North Range Line Road westerly to a point 350 feet west of said intersection, pursuant to Wis. Stats. § 349.11(7).

b. All other public roads and streets in the City of Mequon.

(Code 1957, § 12.02(2); Ord. No. 85-578, 6-11-1985; Ord. No. 85-582, 8-6-1985; Ord. No. 88-661, 7-12-1988; Ord. No. 88-669, 10-11-1988; Ord. No. 90-709, 5-8-1990; Ord. No. 90-717, 7-10-1990; Ord. No. 91-730, 1-8-1991; Ord. No. 92-760, 4-16-1992; Ord. No. 93-781, 3-9-1993; Ord. No. 93-785, 5-11-1993; Ord. No. 93-788, 7-13-1993; Ord. No. 94-802, 6-14-1994; Ord. No. 94-812, 8-2-1994; Ord. No. 94-814, 8-2-1994; Ord. No. 95-859; 96-874, 4-9-1996; Ord. No. 98-951, § I, 7-14-1998; Ord. No. 2005-1131, § I, 3-8-2005; Ord. No. 2012-1390, § I, 12-11-2012)

State Law reference— Authority to modify speed restrictions, Wis. Stats. § 349.11; speed restrictions, Wis. Stats. § 346.57 et seq.

Attachment: Sec._82_2.___Speed_restrictions_on_particular_streets (ORDINANCE 2021-1586 : An Ordinance Amending Section 82-2 of the

City of Mequon

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: **Kim Tollefson, Director of Community Development**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3820 A Resolution Authorizing a Fifth Amendment to the Development Agreement for the Residence at Foxtown, a 23-Lot Single-Family Home Development Located Immediately East of 11050 N. Weston Drive**

Background

The applicant, Thomas Zabjek, is requesting a fifth amendment to the development agreement for a 23-lot subdivision development on 3.55 acres of land located to the east of 11050 N. Weston Drive. The development agreement amendment will allow the applicant to receive Final Plat approval without installing the final grading, sidewalk and landscaping.

Analysis

The development agreement approved on June 11, 2019 and that has been subsequently amended includes a number of deviations to the approved agreement based on the size of the lots in the development and the proximity of the dwellings that will be constructed. The developer is requesting the ability to further amend the agreement to provide the flexibility that the developer feels is necessary to complete the project while protecting the interests of the City.

1. The applicant is requesting further modification to the parameters for sidewalk installation. The proposed language allows for the sidewalks on the south side of lots 1-9, north side of lots 10-18, south side of lots 16-18 and south of lots 19-23 to be installed by the block prior to the occupancy of the last unit within the lot range or within 24 months of Final Plat approval, whichever comes first. The letter of credit requirements have also been amended to include the unfinished portions of sidewalk.

2. The developer's request for landscaping (tree installation) mirrors the request for sidewalk installation. Similarly, staff has provided language that allows for the landscaping on the south side of lots 1-9, north side of lots 10-18, south side of lots 16-18 and south of lots 19-23 to be installed by the block prior to the occupancy of the last unit within the lot range or within 24 months of Final Plat approval, whichever comes first. The letter of credit requirements have also been amended to include the unfinished portions of landscaping.

3. Staff is supportive of the request for a modification to address interim grading. The approval of an interim grading plan has been incorporated into other developments. Interim grading plans acknowledge that residential developments generate fill through the basement excavation process. Requiring the development to conform to the master

grading plan at the time of final plat would result in redundant efforts and excessive fill. The language staff proposes addresses the applicable sections of the development agreement that would need to be modified to accommodate this request.

Fiscal Impact

There is no direct fiscal impact to the City by approving this fifth amendment. There is an amount of financial risk in allowing the developer to receive final plat approval prior to installation of the sidewalk and landscaping, which is why staff recommends the corresponding letter of credit. Should the developer not fulfill the requirements of the amended development agreement within the timeline specified, the City could use the funds from the letter of credit to complete the paving.

Recommendation

On March 22, 2021, the Planning Commission voted to approve the fifth amendment to the development agreement by a vote of 8-0.

Attachments:
Foxtown DA Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3820

A Resolution Authorizing a Fifth Amendment to the Development Agreement for the Residence at Foxtown, a 23-Lot Single-Family Home Development Located Immediately East of 11050 N. Weston Drive

A. The Planning Commission recommended approval of a Fifth Amendment to the Development Agreement for the Foxtown property located immediately east of 11050 N. Weston Drive on March 22, 2021.

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

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Fifth Amendment to the Development Agreement for the Residence at Foxtown subdivision is hereby approved and that the appropriate City officials are hereby authorized to sign this agreement.

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____
Caroline Fochs, City Clerk

The Residence at Foxtown April 13, 2021

Third Amendment to the Development Agreement approved June 11, 2019 dated and signed on October 3, 2019

8.A.i. Repeal in its entirety and replace with the following:

All of the Improvements have been satisfactorily constructed or installed, completed and approved with the exception of the final asphalt surface, sidewalks and landscaping. Regarding the asphalt surface, the binder course of asphalt will be installed, completed and approved in its entirety prior to requesting final plat approval. However, the final asphalt surface will be installed in its entirety no later than occupancy of 50% of the houses or 24 months of the date of Final Plat approval, whichever comes first. Regarding sidewalks and landscaping, they will be installed before final plat approval with the exception of:

- The sidewalks and landscaping on the west side of lots 1, 18 and 19 and on the east side of lot 10 and 23 will be completed prior to occupancy of each house or within 24 months of Final Plat approval, whichever comes first.
- The sidewalks and landscaping on the south side of lots 1-9, north side of lots 10-18, south side of lots 16-18 and south of lots 19-23 shall be installed by the block prior to the occupancy of the last unit within the lot range or within 24 months of Final Plat approval, whichever comes first.
- The trees to be located on the lots and between the houses are to be installed prior to occupancy of the house on which the tree is located.

The Developer must submit a Letter of Credit to the City Engineer in the amount of 125% of the binder and final asphalt surface and unfinished portions of the sidewalk construction and landscaping costs to ensure all installations are completed within 24 months of Final Plat approval.

Exhibit B 4.a, 4.b and 4.f. repeal in its entirety and replace with the following

4. Grading and Drainage Plan

a. The Developer shall submit an interim grading and drainage plan and a master site grading plan. The Developer shall grade the site in conformance with the approved interim grading and drainage plan prior to Final Plat approval. The future owners/builders who construct the principal building shall be responsible for siting the principal building, rough and fine grading the building pad to comply with the master grading plan.

b. The Master Grading/Drainage/Storm Sewer and Erosion Control Plans shall comply with the requirements of the City's Standard Specifications for Land Development, latest edition. The interim grading plan shall provide for proper drainage until the master grading plan is implemented.

f. Rough grade as necessary to establish lot grades in accordance with the interim grading plan and stabilization as required by City of Mequon Code of Ordinances 58-675(a)(3), to all exposed ground surfaces to prevent erosion.

Attachment: Foxtown DA Amendment (RESOLUTION 3820 : Residence at Foxtown 3rd Amendment DA)

CITY OF MEQUON

By_____
John Wirth, Mayor

By_____
Caroline Fochs, City Clerk

OWNER

The Residence at Foxtown

By: _____

By: _____

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2021, the above named Mayor and City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

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

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this _____ day of _____, 2021, the above named_____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

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

Approved by: _____
City Attorney

Attachment: Foxtown DA Amendment (RESOLUTION 3820 : Residence at Foxtown 3rd Amendment DA)

Attachment: Foxtown DA Amendment (RESOLUTION 3820 : Residence at Foxtown 3rd Amendment DA)

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7650

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

TO: **Common Council**
FROM: **Patrick Pryor, Chief of Police**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3821 A Resolution Amending the Fiscal Year 2021 Compensation Plan for Non-Represented Employees to Eliminate the Police Department's Communications/Records Supervisor Position at Pay Grade 9 ($51,218 - $69,294) and Establish an Administrative Coordinator Position at Pay Grade 10 ($55,314 - $74,838)**

Background

The Police Department currently has two positions that have some common overlap that can be reconfigured to be more effective and efficient. The positions the Department has examined are the Dispatch Center/Records Supervisor position, which is a Pay Grade 9, non-exempt position and the Executive Assistant/Secretary position, which is a Pay Grade 8, non-exempt position. The Executive Assistant recently retired on April 2 and Command Staff at the Department has identified improvements could be made by reclassifying these two roles into one full-time position.

Analysis

The Dispatch Center/Records Supervisor position currently spends a significant amount of time examining, scoring, and providing feedback on emergency medical dispatch calls. This necessary quality control function can instead be performed by contracting with experts at an outside software company, *Quality Performance Review*, *Priority Dispatch*. The approximate cost of hiring this service is $20,000. This is based on the number of calls for medical service that the City of Mequon receives. *Quality Performance Review* provides such services to several municipalities in the State, such as Ozaukee County. Their services will also allow for more timely reviews, feedback, and support of emergency medical dispatch calls than what one staff person can provide.

Two other significant portions of the Dispatch Center/Records Supervisor position are spent following through with the requirements of the National Incident Based Reporting System (NIBRS) on behalf of the entire Police Department. NIBRS is an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state and federal agencies generate NIBRS data from their records management systems. NIBRS requires a high degree of attention to detail, and it is important that NIBRS be properly maintained on behalf of the Department. The second important function is serving as System Administrator for the Police Department’s records management system. These two key tasks would be continued by the individual appointed to the newly classified Administrative Coordinator position.

Some other clerical tasks previously assigned to the Dispatch Supervisor will be reassigned to other staff. Supervision of the Dispatch Center will be redistributed to the Administrative Sergeant and overseen by shift Sergeants. Reassigning the supervision of the Dispatch Center will allow for around the clock support and feedback for Dispatchers instead of deferring until the Dispatcher Supervisor is on site.

The Executive Assistant position duties of Payroll, Invoice Processing, Budget Accounting, maintaining the Department's training database and serving as staff liaison for committees will be retained by the newly created Administrative Coordinator position, in addition to expanding the position's involvement in budget development and process improvement initiatives. A job description has been created for this position and is attached to this memorandum. The incumbent in the Dispatch Center/Records Supervisor position will be retitled as Administrative Coordinator and be classified in Pay Grade 10 to reflect the higher level of responsibility, skills, and education requirements. The skillset of the incumbent in this position will directly apply to this newly titled position and clarify the tasks performed from the old position. This restructuring will result in one less full-time employee.

Fiscal Impact

The restructuring and creation of the Administrative Coordinator position will result in a financial benefit to the City, even with contracting with *Quality Performance Review, Priority Dispatch* to provide emergency medical dispatching review services. The City anticipates the cost savings will be approximately $60,000 annually as a result of this transition.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 13, 2021.

Attachments:
Administrative Coordinator Job Description (PDF)
Salary Structure (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3821

A Resolution Amending the Fiscal Year 2021 Compensation Plan for Non-Represented Employees to Eliminate the Police Department's Communications/Records Supervisor Position at Pay Grade 9 ($51,218 - $69,294) and Establish an Administrative Coordinator Position at Pay Grade 10 ($55,314 - $74,838)

RECITALS

A. In 2014 the City of Mequon adopted and implemented a Compensation Plan that sets forth job positions and their assigned pay grades for non-represented employees.

B. The Police Department has completed strategic planning of two of its administrative staff, to determine the optimal way to address the Executive Assistant vacancy in a manner that will address the long-term needs of the Department.

C. The analysis has resulted in the reclassification of the Dispatch Center/Records Supervisor position to an Administrative Coordinator position to enhance efficiency while modernizing its organizational structure, and elimination of the Executive Assistant position.

D. Sufficient funds are available to support the establishment of the Administrative Coordinator position within the Police Department's existing budget.

E. Section 24.07(2)(3) of the City's Employee Personnel Code requires Committee and Common Council approval of amendments to the Compensation Plan.

BASED UPON THE FOREGOGING RECITALS IT RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Dispatch Center/Records Supervisor is reclassified to an Administrative Coordinator position at pay grade 10, and the Police Department's Executive Assistant position is eliminated.

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____
Caroline Fochs, City Clerk

Job Description
City of Mequon

Title: Administrative Coordinator	**FLSA**: Exempt
Date: 2021	**Present Incumbent**:
Department: Police	**Division**: Administration
Work Location: City of Mequon Safety Building	
General Schedule: 8:00 a.m. to 4:30 p.m., M-F	
Pay Grade: 10	
Represented: No	**Bargaining Unit**: Non-represented

Position's Purpose: To function as a support person to the Chief of Police, manage internal departmental processes such as payroll, accounts payable, budget development, budget management, training databases and provide comprehensive administrative and support services to the Police Department Command Staff. Act as support staff for Public Safety Committee and Police and Fire Commission. Coordinator for the department's records management system and the facilitator of the federally required National Incident-Based Reporting System (NIBRS). Assist the department in internal process improvement initiatives and data analysis.

Description of the Job

A. Essential Duties and Responsibilities:

25% Coordinate the payroll function including posting hours to Munis software for processing for all police department staff; reconciling vacation, sick, PTO, holiday, and compensation time used according to allowances posted in the Employee Accruals report; and reconciling payroll errors.

25% Manage the department-wide accounts payable and accounts receivable systems; review and reconcile account balances in consultation with the command staff, analyze financial data, assist with annual budget development, manage the department's petty cash account, oversee the processing of all funds received for warrants.

20% Maintain and oversee the submission of all NIBRS data and reports; Complete data analysis and reporting of 911 Emergency Services and the Police Departments Records Management system.

10% Track and generate training statistical reports to ensure compliance with State requirements; submit training records to State of Wisconsin Training and Standards Certification System. Asist with the recruitment and selection of sworn officers and other department staff by maintaining applicant tracking system and database, order and assemble forms/booklets for newly hired officers.

10% Generate, analyze, and distribute monthly statistical reports on police expenditures per budget lines; prepare all confidential correspondence and dictated documents for the Police Chief, Captains, and Detective Bureau relating to personnel; prepare letters, re

Attachment: Administrative Coordinator Job Description (RESOLUTION 3821 : Administrative Coordinator)

other documents as required; create and maintain databases for the Police Chief and Captains relating to personnel; process documents and maintain database of purchased and disposed department vehicles including invoices, vehicle titles, and state license plate transfers; perform other duties as assigned.

5% Facilitate agenda packet development and distribution processes for committee meetings , attend meetings as needed, and compose meeting minutes.

5% Complete special projects, surveys, and other duties as requested by the Chief or designee.

B. Job Specifications

Required Knowledge: General knowledge and understanding of office operations and office protocol. Knowledge of proper grammar, punctuation, and spelling. Knowledge of customer service and telephone etiquette appropriate for a government setting. Must have the ability to be well organized and multi-task with attention to detail.

Required Skills/Abilities:

Technical

- Advanced knowledge of computer systems including Records Management Systems, Telecommunications Systems, Database Entry Systems, Financial Systems and Meeting Agenda Systems
- Ability to use computer equipment to input and access information using a variety of software programs including Microsoft Office (Access, Excel, Publisher, Word)
- Ability to transcribe dictated reports, letters, and documents
- Ability to organize and work accurately with numbers and other detailed information
- Ability to perform multiple tasks during numerous interruptions
- Ability to handle cash; ability to perform basic mathematical functions (+,-./,x)
- Ability to edit and proofread documents
- Ability to prepare and analyze reports
- Thorough Knowledge of the NIBRS reporting procedures

Communication/Interpersonal

- Ability to provide accurate information by phone or in person to individuals making inquiries
- Ability to consistently provide prompt and courteous service to customers
- Ability to maintain effective working relationships with other staff
- Ability to understand and follow both oral and written instructions
- Knowledge of and ability to implement required security rules and mandates relating to the protection of sensitive data (i.e. Driver's Protection Act, Health Insurance Portability and Accountability Act, Title IX, data laws, etc.)
- Ability to effectively apply supervisory principles and techniques
- Ability to work independently or with limited supervision
- Ability to display initiative
- Ability to exercise good judgment
- Ability to maintain confidentiality when dealing with sensitive information

C. Qualifications Required:

Five (5) or more years of experience performing responsible administrative or law enforcement office work; high school diploma plus a two or four-year degree from an accredited college is preferred, business or technical school or any combination of education and experience that provides equivalent knowledge, skills and abilities. Previous experience in a law enforcement atmosphere is desirable.

D. Title of Immediate Supervisor: Chief of Police

G. Working Conditions:

While performing the duties of this job, the employee is regularly required to walk, stand and sit as needed; the employee is required to talk and give verbal instructions, speak on the phone, hear and understand conversation in an office environment, and perform work at a computer terminal. The employee is required to operate a variety of office equipment and to operate a motor vehicle.

The employee has contact with the public. The employee is routinely required to work with others to accomplish joint projects and to work alone on his/her own tasks. The incumbent must maintain a level of alertness commensurate with being responsible for the health and welfare of others.

The work environment is generally favorable. Lighting and temperature are adequate and there are rarely hazardous or unpleasant conditions caused by noise, dust, etc.

H. Supplemental Information:

Disclaimer: The above information on this description has been designed to indicate the general nature and level or work performed by employee(s) within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Approvals:

Human Resources Manager

_____ Date: _____

Department Head or Designated representative

_____ Date: _____

Incumbent

_____ Date: _____

Attachment: Administrative Coordinator Job Description (RESOLUTION 3821 : Administrative Coordinator)

CITY OF MEQUON, WISCONSIN
FY2021 EMPLOYEE COMPENSATION PLAN

	2021 Pay Ranges					
Pay Grades	Minimum	Q1	Midpoint	Q3	Maximum	JOB POSITION
1	$27,671	$30,112	$32,554	$34,995	$37,437	CUSTODIAN
2	$29,885	$32,522	$35,159	$37,796	$40,433	
3	$32,275	$35,123	$37,971	$40,818	$43,666	
4	$34,857	$37,933	$41,009	$44,084	$47,160	
5	$37,647	$40,969	$44,290	$47,612	$50,934	
6	$40,658	$44,245	$47,833	$51,421	$55,009	ACCOUNTING ASSISTANT ADMINISTRATIVE SECRETARY ASSESSMENT TECHNICIAN DEPUTY CLERK DISPATCHER HUMAN RESOURCES ASSISTANT PERMIT COORDINATOR RECORDS CLERK UTILITY CLERK
7	$43,911	$47,785	$51,660	$55,534	$59,408	
8	$47,424	$51,608	$55,793	$59,978	$64,162	BUILDINGS MAINTENANCE WORKER EXECUTIVE ASSISTANT FORESTRY WORKER HIGHWAY EQUIPMENT OPERATOR HIGHWAY WORKER HIGHWAY/PARKS WORKER MECHANIC PARKS WORKER SEWER WORKER
9	$51,218	$55,737	$60,256	$64,775	$69,294	~~COMMUNICATIONS/RECORDS SUPERVISOR~~ ENGINEERING TECHNICIAN I HIGHWAY FOREMAN SEWER FOREMAN

Attachment: Salary Structure (RESOLUTION 3821 : Administrative Coordinator)

CITY OF MEQUON, WISCONSIN
FY2021 EMPLOYEE COMPENSATION PLAN

Pay Grades	2021 Pay Ranges					JOB POSITION
	Minimum	Q1	Midpoint	Q3	Maximum	
10	$55,314	$60,195	$65,076	$69,957	$74,838	ADMINISTRATIVE COORDINATOR ENGINEERING FIELD COORDINATOR ENGINEERING TECHNICIAN II INSPECTOR PUBLIC SAFETY IT SPECIALIST PLANNER
11	$59,740	$65,012	$70,283	$75,554	$80,826	ASSISTANT TO THE FINANCE DIRECTOR
12	$64,519	$70,212	$75,904	$81,597	$87,289	BUILDINGS SUPERINTENDENT FLEET SUPERINTENDENT HIGHWAY SUPERINTENDENT INSPECTIONS SUPERVISOR SEWER SUPERINTENDENT PARKS & FORESTRY SUPERINTENDENT
13	$70,742	$76,625	$82,508	$88,391	$94,274	
14	$75,255	$81,895	$88,535	$95,176	$101,816	BATTALION CHIEF
15	$77,213	$85,400	$93,587	$101,774	$109,960	ASSISTANT CITY ADMINISTRATOR ASSISTANT CITY ENGINEER ASST. DIRECTOR - COMMUNITY DEVELOPMENT CITY CLERK DEPUTY DIRECTOR OF UTILITIES DEPUTY DIRECTOR OF PUBLIC WORKS POLICE CAPTAIN DEPUTY CHIEF
16	$87,777	$95,522	$103,268	$111,013	$118,759	
17	$102,180	$110,248	$118,315	$126,383	$134,450	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS FINANCE DIRECTOR FIRE CHIEF POLICE CHIEF
18	*Established by Employment Contract*					CITY ADMINISTRATOR

Attachment: Salary Structure (RESOLUTION 3821 : Administrative Coordinator)

City of Mequon

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

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

TO: **Common Council**
FROM: **Justin Schoenemann, Assistant City Administrator**
DATE: **March 17, 2021**
SUBJECT: **RESOLUTION 3822 A Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051**

Background

In 2010, the City of Mequon became a member of the Mid-Moraine Municipal Court System (MMMCS), a consortium 16 municipalities that was founded nearly thirty years ago as part of an effort to establish an efficient and convenient forum for the adjudication of local ordinance violations within participating communities. As the consortium has grown to accept additional members since its founding in 1991, an intergovernmental agreement that governs the administration of the court system has been amended each time, to the point that the MMMCS is presently governed by a thirteenth-amended version of the agreement that originally established the Court. The current agreement is set to expire on April 30, 2021, and must be renewed by member municipalities.

Analysis

The Administrative Committee, which is comprised of representatives from each member municipality, has unanimously approved a motion to recommend the successor intergovernmental agreement for the continuation of the MMMCS. The enclosed agreement includes the following updates:

1. Extends the intergovernmental agreement through April 30, 2051.
2. All member municipalities will now have a vote on the Administrative Committee that oversees the Court's operations.
3. Allows the Judge to be included with the Administrative Committee in the recruitment of future Court Clerks.

It should be noted the proposed agreement allows for member municipalities to withdraw from the MMMCS with proper notice, should a community not wish to participate through the agreement's term of April 30, 2051. A copy of the fourteenth-amended agreement with changes recommended by the Administrative Committee is enclosed for review.

Fiscal Impact

There is no fiscal impact associated with renewing the MMMCS intergovernmental agreement. In general, the Municipal Court gross revenue in 2020 was $2,140,142.64, a significant decrease from the 2019 gross revenue of $2,846,994.19. This decrease is attributed to the COVID-19 pandemic. After paying the City's court expenses, the City's revenue in 2020 was $110,231.75, and in 2019 the City's revenue was $148,519.08.

Recommendation
A recommendation from the Finance-Personnel Committee is forthcoming on April 13, 2021.

Attachments:
MMMCS 14th Agreement (Redlined) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3822

A Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051

A. The City of Mequon has entered into an intergovernmental agreement for its participation in the Mid-Moraine Municipal Court System. The current agreement will expire on April 30, 2021.

B. The City of Mequon is one of sixteen municipalities that jointly comprise the Mid-Moraine Municipal Court. The other municipalities included in the agreement are: City of Cedarburg, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, Village of Germantown, Village of Newburg, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend.

C. The attached intergovernmental agreement allows all participating communities to have a vote in the court's operations, allows the judge to be a part of the selection process for the Court Clerk position, and extends the agreement through April 30, 2051.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, the Fourteenth-Amended Agreement For Operations Of The Mind-Moraine Municipal Court is approved and the Mayor and City Clerk are authorized and directed to execute and deliver the same.

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____
Caroline Fochs, City Clerk

~~THIRTEENTH~~FOURTEENTH-AMENDED AGREEMENT FOR THE OPERATION OF THE MID-MORAINE MUNICIPAL COURT (§66.0301, *Wisconsin Statutes)*

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the "Member Municipalities". The Member Municipalities contract and agree as follows:

1. GENERAL. The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.

2. ORGANIZATION. Except for matters required by statues to be determined by the respective governing bodies of Member Municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.

3. COURT ADMINISTRATIVE COMMITTEE.
   (a) **Composition.** The Court Administrative Committee shall be comprised of one representative of each Member Municipality, who shall be appointed by the mayor, president, or chairman of the Member Municipality, subject to confirmation by the municipality's governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.

   (b) **Powers and Duties.** The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee shall be responsible for the selection of the Clerk of the Municipal Court, subject to appointment by the Judge. The Administrative Committee shall recommend to the governing bodies for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with the assistance of the Clerk and Judge, prepare an annual budget for the operation of the court.

   (c) **Procedure and Voting.** The Court Administrative Committee shall be governed by *Robert's Rules of Order Revised*. A majority of the ~~voting~~ members of the committee shall constitute a quorum. A majority vote ~~of all the voting members~~ shall be required to adopt any motion or resolution.
   (d) **Voting Members.** The duly appointed and confirmed representative or alternate

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

representative of each Member Municipality ~~which meets or exceeds a citation volume of two percent (2%) of the court's total citation volume for the preceding calendar year~~ shall be a permanent voting member of the Court Administrative Committee. ~~All other such representatives shall be non-voting members unless and until they accede to voting member status based upon the above volume criterion.~~

(e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.

(f) **Term.** Officers shall serve a term of two years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end on June 30.

(g) **Compensation.** Officers shall serve without compensation.

(h) **Nominating Committee.** On or before February 15 of each year the President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.

(i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.

(j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.

(k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.

(l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.

(m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.

(n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.

4. JUDGE'S SALARY. The salary of the Judge shall be set by a majority of the governing bodies of Member Municipalities ~~having voting members~~ of the Court Administrative

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

Committee.

5. COURT PERSONNEL.

(a) **Clerk.** The selection of the Clerk of the Municipal Court shall be made by the Judge and Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §§755.01 and 755.10.

(b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities ~~having voting members~~ of the Court Administrative Committee after recommendation of the committees.

(c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.

6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.

7. BUDGET PROCESS.

(a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than ~~July~~ November 15th of each year for the next succeeding year. ~~The voting members of the committee shall present the budget to their respective governing bodies for approval. It shall be approved annually no later than December 1st.~~ Approval by a majority of all of the Administrative Committee members~~governing bodies of Member Municipalities having voting members of the committee~~ shall constitute approval of the budget.

(b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality's account.

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

(c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶5, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:

(1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.

(2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.

(3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.

(4) For each year thereafter, the Administrative Committee shall determine a minimum amount to be paid by each municipality. The balance of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below.

(5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court $4,214.01 in three annual installments of $1,404.67 each; and the City of Port Washington shall pay to the court $4,232.67 in three annual installments of $1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.

(6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court $1,053.65 in three annual installments of $351.22 each; the Village of Germantown shall pay to the court $5,265.04 in three annual installments of $1,755.01 each; the Town of Hartford shall pay to the court $1,152.32 in three annual installments of $384.11 each; the Village of Saukville shall pay to the court $1,333.77 in three annual installments of $444.59 each; and the Town of Trenton shall pay to the court $1,381.52 in three annual installments of $460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.

(7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court $984.03 in three annual installments of $328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

(8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court $6,144.18 in three annual installments of $2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.

(9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court $819.95 in three annual installments of $273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.

(10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court $2,150.02 in three annual installments of $716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.

(11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court $10,780.80 in three annual installments of $3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.

8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.

9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities ~~having voting members~~ shall be required to adopt any resolution pertaining to the operation of the court.

10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year.

11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all of the existing Member Municipalities.

12. TERM. This Agreement shall terminate as of April 30, 2051~~21~~ for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.

13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

This agreement as amended is effective on ~~January~~ May 1, 2021~~17~~.

CITY OF CEDARBURG

Approved on: _____ By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF FREDONIA

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GERMANTOWN

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GRAFTON

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF HARTFORD

Approved on: _____ By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

TOWN OF HARTFORD

Approved on: _____ By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

VILLAGE OF JACKSON

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF KEWASKUM

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF MEQUON

Approved on: _____ By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF NEWBURG

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

CITY OF PORT WASHINGTON

Approved on: _____ By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF SAUKVILLE

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF SLINGER

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF THIENSVILLE

Approved on: _____ By: _____
[Name], President

Attest: _____
[Name], Clerk

TOWN OF TRENTON

Approved on: _____ By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

CITY OF WEST BEND

Approved on: _____ By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

Attachment: MMMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMMC Agreement)

City of Mequon

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

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

TO: **Common Council**
FROM: **Kaitlyn Krueger, Finance Director**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3823 A Resolution Approving an Agreement for Delinquent Personal Property Tax Account Collection Services with Waukesha County, Wisconsin**

Background

Each year, the Common Council approves the write-off of delinquent personal property tax bills that are unlikely to be paid after two years of collection efforts have not resulted in payment. At the February Council meeting, the write-off amount totaled over $26,000 across all Mequon taxing jurisdictions for years 2018 and 2019. Though the City Attorney and Finance staff continue efforts to recover written off amounts, the amount recouped remains small. Ozaukee County does not offer debt collection services related to delinquent personal property taxes.

The Waukesha County Collection Division contracts with governmental entities within Wisconsin to provide a cost-effective centralized collection service. Waukesha County currently works with over 60 government agencies and specializes in collections of delinquent fines, forfeitures, personal property taxes, utilities, damaged property, and other governmental fees. An informational packet with the contract is attached for additional reference.

Analysis

If the City were to continue collection efforts on its own, there would be a significant amount of time dedicated both from Finance staff and the City Attorney. By contracting with Waukesha County, the City is able to leverage the economies of scale that the County can provide in order to increase the efficiency and amounts of delinquent personal property taxes that are collected.

With the legislation currently being considered at the State of Wisconsin that would remove personal property from the tax roll, there may not be a need for the collection of these bills long-term. Staff is currently only recommending transfer of delinquent personal property tax collections to Waukesha County, but may seek to move additional debts to this service based on the success observed.

Fiscal Impact

Waukesha County currently charges 28% of the amount collected for its collection services. The fee is completely performance-based and will only be charged if collection efforts are successful. Since the City will likely see an increase the amount of delinquent personal property recovered, the bad debt expense could see a decrease moving forward. Over the last several years, the City has budgeted between $3,000 - $5,000 annually to cover personal property tax revenue (i.e. bad debt) that is formally written off by action of the Common Council.

Recommendation
A recommendation from the Finance-Personnel Committee is forthcoming on April 13, 2021.

Attachments:
Waukesha County Delinquent PP Collections Contract (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3823

A Resolution Approving an Agreement for Delinquent Personal Property Tax Account Collection Services with Waukesha County, Wisconsin

RECITALS

A. The City of Mequon Common Council clears delinquent personal property tax rolls after two years of non-payment.

B. Waukesha County offers a cost-effective collection service to increase the efficiency and amount of delinquent personal property taxes that are deemed uncollectible.

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

1. The Delinquent Account Collection Services Agreement with Waukesha County, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____
Caroline Fochs, City Clerk



REQUEST FOR INFORMATION

PREPARED FOR:
City of Mequon

WAUKESHA COUNTY
DEPARTMENT OF ADMINISTRATION
COLLECTION DIVISION
515 W. MORELAND BLVD., AC RM. 348
WAUKESHA, WI 53188

Wednesday, March 10, 2021
Prepared by Michele Gallun
Collections Supervisor
262-548-7063

Attachment: Waukesha County Delinquent PP Collections Contract (RESOLUTION 3823 : Resolution Entering Contract for Delinquent PP

FIRM EXPERIENCE

Lyndsay Johnson, Collections and Business Services Manager
515 W. Moreland Blvd. Room AC348
Waukesha, WI 53188

Business Hours:
The Division staff's normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. In addition, staff may also work 1-2 nights per week until 8:00 p.m. Staff is available by phone or in person during normal business hours.

Phone: 262-548-7876
Fax: 262-548-7856
E-Mail: **collections@waukeshacounty.gov**

Overview
The Waukesha County Collection Division was created at the recommendation of the County Executive's Office and approved by the Waukesha County Board of Supervisors effective January 1994, for the purpose of centralizing administration of collection of delinquent accounts owed to various Waukesha County departments.

The mission of the Waukesha County Collection Division is to coordinate and integrate an Internal Service fund operation as a provider of financially responsible centralized collection services to its users.

The Collection Division is responsible for administering, coordinating and directing efficient - cost effective collection of accounts referred to it for collection. The Collection Division serves as a channel of accountability for County-wide delinquent account collection activity. The Collection Division also accepts referrals from other governmental entities within the State of Wisconsin.

The Division consists of a Collections & Business Services Manager, 1 Collection Supervisor, 2 Senior Collections Specialists, 2 Collections Specialists and Administrative support and temporary staff. The Division is located within the Department of Administration. The Collections & Business Services Manager reports to the Director of Administration.

The Division itself has twenty-seven years of experience with staff having over 150 years of combined collection experience covering all types of government, commercial and consumer collections. Our expertise in the area of governmental collections makes the Division uniquely qualified to handle any type of governmental related collection. We also are very knowledgeable about bankruptcy, probate and litigation. The staff understands and recognizes the sensitivity of governmental collections.

Accounts are collected using a variety of means, including: collection letters, telephone collection calls, in-person interviews, state tax interception and wage assignments. Policies and procedures relative to the County's accounts receivable, including collection of delinquent accounts and NSF checks, are developed by the Collection Division. County agencies are provided assistance and consultation by the Collection Division on issues pertaining to potential revenue sources, billing, intake, credit extension and analysis of financial stability of prospective and ongoing vendors/suppliers. All recommendations for accounts receivable write-off are centralized within the Collection Division.

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FIRM EXPERIENCE CONTINUED

History

In 1995, based on requests for collection assistance from Waukesha County municipalities, the Division extended use of its collection program in an effort to promote shared services and intergovernmental cooperation. While it is not the desire of the County to be in direct competition with private industry, there are a number of cases in which economies of scale can be achieved. In some situations, the same individual or business entity can owe multiple municipalities and-or counties. There are currently over 160,000 records in the Waukesha County Collection Division database; and on average, 20-40% of all new referrals can be linked to existing accounts being worked by the Collection Division. In addition, the County has a direct interest in collecting personal property taxes because as a taxing jurisdiction it participates in the charge-back. The Division's experience in the collection of these more unique and difficult types of public sector billings, and the additional resources and collection tools not available to the private sector, have proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County.

Our compensation is completely performance based. Under no circumstances will there be a charge if there is not a collection. Our current fee is 28% of the amount collected. This is because we are structured as an internal service fund and our motive is not to generate profits but to share the costs of our operation across our customer base. As the number of users of our services continue to grow, our corresponding collections increase and the cost of our service will continue to decrease. Initially, when we began operation in 1993, our contingent fee was 40% of the amount collected, but due to increased usage of our service and a corresponding increase in collections, the fee was reduced to the current 28%.

FIRM INSURANCE CARRIER

Waukesha County is insured with Wisconsin Municipal Mutual Insurance Company (WMMIC). WMMIC is licensed to do business in the state of Wisconsin and holds an A- rating by A.M.Best. The County maintains general liability insurance with limits of liability at $5,000,000 per occurrence and $15,000,000 annual aggregate and public officials errors and omissions insurance with limits of liability of $5,000,000 per wrongful act and $15,000,000 general aggregate. Evidence of our insurance can be obtained by accessing our insurance company website at www.wmmic.com and clicking on the INFO plate. A certificate of insurance will be provided upon request.

SAFE GUARD RULES

The Waukesha County Collections Division derives its legal authority from various chapters of the Wisconsin State Statutes and complies with all state and federal collection laws including, but not limited to the Federal Fair Debt Practices Act, the Gramm-Leach-Bliley Act, FERPA and the Federal Trade Commission’s Red Flag Rules.

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SERVICES PROVIDED TO CLIENT

- Actual process of collection provided to Client includes, but is not limited to: collection letters, phone calls, promises to pay, payments, monitoring payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches, tax intercept, probate and bankruptcy filing.

- The Division acts as agent for Client to collect and receive all sums of money due or payable to Client for claims referred to the Division for collection.

- The Division will use its best efforts to collect amounts due Client permitted by law.

- The Division will maintain records of accounts referred and will keep Client updated as to the progress of the collection efforts through the following reports:

  - An Acknowledgment Report is available through the Ecliptics client-view application detailing the accounts referred to the Collection Division as a confirmation of receipt.

  - Monthly Collections/Billing Statement are available through the Ecliptics Client-view application within 45 days following the last day of the month in which payment/s were received.

  - The Collection Division's Quarterly Status/Inventory Report/Performance Report are available through the Ecliptics Client-view application upon request.

- The Collection Division's Cancellation/Uncollectible Report, are available through the Ecliptics Client-view application monthly. This report will provide Client with the necessary information to perform their write-offs.

"Wisconsin Tax refund Intercept Program (TRIP)"

In 1999 the Division established a relationship with the State of Wisconsin Department of Revenue under Wis. Stat. 71.935 to intercept income tax returns. There is no additional cost for this service as it is included in our base charge. Wisconsin Statute Section 66.0301 permits inter-governmental cooperation among municipalities and therefore provides the legal authority to provide collection services to and enter into collection agreements with municipalities.

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"Description of latest skip tracing techniques"

Skip-tracing techniques that will be employed by the Collector to locate the debtor's current location and/or employment in the event a debtor has moved and left no forwarding address are:

1. An address trace and/or a credit bureau report may be utilized, which will list current and past employers, home addresses, telephone numbers, social security numbers and other creditors. With this information, the Collector is able to contact other creditors who may have more current information regarding the debtor, including employment and/or a home address for the debtor.

2. The Motor Vehicle Department, Wisconsin Circuit Court Access, Secretary of State, DWD, the Internet and various address and telephone directories are used to trace and locate the debtor.

3. The following County databases are accessed to locate updated information on the debtor:
   a. County Jail database. If the debtor has an arrest record or has been incarcerated, information regarding debtor's employment, social security number, home and work telephone numbers will be listed.

   b. County Treasurer and Register of Deeds databases are used to find out ownership of the debtor's listed address. The collector will then contact the owner of the property to see if they might have updated information as to the whereabouts of the debtor and/or his employment.

   c. Civil and Small Claims Court databases to find out if any legal actions, including divorce or paternity suits, have been filed against the debtor. This provides the Collector with additional sources to contact in order to locate the debtor and his assets.

"Data processing system"

Since 1980, Ontario Systems have partnered with hospitals, ARM organizations and government offices to provide software, and solutions enabled by technology that help customers recover revenue efficiently and in compliance with market and government standards. With offices in Muncie, Ind. and Vancouver, Wash., and employees all over the country, Ontario Systems is a recognized brand in the revenue cycle management (RCM) market, used by 5 of the 15 largest hospital networks, 8 of the 10 largest ARM companies, and state and municipal governments across the United States. The RevQ application utilized by Waukesha County Collection Division provides the automation of processes and systemic tracking via workflow management to ensure compliance and drive collection results.

Ecliptics Client-view program is a user-friendly system for our valued clients which will allow our customers to view their account information on-line, access monthly reports, convey payments and/or adjustments and submit referrals electronically for nearly immediate confirmation and collection activity.

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EVALUATING COLLECTION COSTS AND EFFECTIVENESS

It is more important to base your decision on the effectiveness (Recovery Percentage) of a firm rather than on which firm charges a lower collection rate. Following is an example that clearly illustrates this point:

A municipality has 160 delinquent accounts, each with a balance of $250 for a total of $10,000 in referrals. The municipality received the following bids from outside collection agencies/attorneys:

1. Firm 1 sends out letters at a cost of $9.00/account.

2. Firm 2 sends out letters and makes some phone calls, but will not perform litigation. Their cost is 25% of the amount collected.

3. Firm 3 sends out letters and makes many phone calls, but will not perform litigation. Their cost is 40% of the amount collected.

4. Firm 4 sends out letters, makes many phone calls and will perform litigation. Their cost is 50% of the amount collected.

The municipality could not make a decision as to which firm to use, so they decided to refer 40 accounts to each firm. These are the results:

	Fee for Recovery	**Amt Collected % Recovery**	**Flat fee - % Cost to Collect**	**Net Recovery Rate Net Return to Client**
Firm 1	$9.00/Acct.	$1,000.00 10% ($1,000/$10,000)	$ 360.00 (40 @ $9.00each)	$ 640.00 6.4% ($640/$10,000)
Firm 2	25%	$1,500.00 15% ($1,500/$10,000)	$ 375.00 ($1,500 x 25%)	$1,125.00 11.2% ($1,125/$10,000)
Firm 3	40%	$2,000.00 20% ($2,000/$10,000)	$ 800.00 ($2,000 x 40%)	$1,200.00 12% ($1,200/$10,000)
Firm 4	50%	$3,000.00 30% ($3,000/$10,000)	$1,500.00 ($3,000 x 50%)	$1,500.00 15% ($1,500/$10,000)

In the above example, Firm 1 had a Recovery Percentage of 10%, while Firm 4 had a 30% Recovery Percentage. Even though Firm 4's Fee for Recovery was 50%/dollar collected, its Net Return to the municipality was more than twice as much as Firm 1. The difference in the Net Return to the municipality was greatly affected by the dollars collected (Recovery Percentage).

Waukesha County customers experience this first hand when they place comparable accounts with two separate firms. We charge 28 cents/dollar collected and we usually, at minimum, have nearly twice the Net Return to our customers than their previous collection firm.

The bottom line consideration in evaluating collection results is your Net Recovery Percentage:

$$\frac{\text{The Amount Recovered less Cost of Collection}}{\text{Amount Placed for Collection}} = \text{Net Return to Client}$$

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CLIENT FEES AND CHARGES

COMPENSATION/FEES/CHARGES

"Contingent Fee"

The Collection Division as an internal services fund distributes the cost of its services to its users. Included in the Collection Division's fees are all associated costs of collection, i.e., personnel, letters, telephone calls, tax intercept, credit reports, court filing fees, process service fees, etc. **Our fee is 100% performance based, if there is no collection, there is no charge.** Our current contingent fee is 28% of the amount collected. This contingent fee will never increase over 28%. Our motive is not to generate profits but to allocate the costs of our operation to users. If the number of users of our services increases, and our corresponding collections increase, the cost of our service is likely to decrease to our clients.

As an alternative option, current clients have opted to **pass the collection fee onto the debtor** through various methods. Some clients coordinate with their billing service to incorporate language on their billing statements and/or Signature form. This language references the collection fee or costs associated with the collection of the account is the patient's financial responsibility. We also have clients that have passed a Resolution amending their fee schedule to include the entire collection fee as the responsibility of the patient. Personal property taxes are excluded from these alternative options.

COLLECTION AGENCY FEES

In the event that we have exhausted all of our collection efforts and our Client has approved forwarding the account to a collection agency, we will also be responsible for all payments to the collection agency.

TAX INTERCEPT FEES

All tax intercept costs are paid by the Division and included in our contingent fee.

REMITTANCE/BILLING OPTIONS

Net - Under the net method the monthly check we remit to you is the net of the amounts collected after deducting our contingent fee. For example: If we collected $1,000 from referred accounts in a month we would send you a check for $720 ($1,000 less our contingent fee of $280).

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CLIENT REFERRAL PROCEDURE

Upon receipt of the referred account through the Ecliptics Client-view program, the account is uploaded into the automated collection system and the following occurs:

A. **An Acknowledgment Report** is available on-line as confirmation which details the account information of the referred debts to the Collection Division.

B. **A series of collection letters** are mailed to the debtor during the first 45 days of assignment to encourage immediate contact or payment in full. The first initial placement letter is generated within 1 day of entry of the referral, the second is generated 30 days after the initial placement letter, and the final 72 hour demand letter is sent 11 days thereafter.

Account assigned to a Collection Specialist within in the next business day from the date of assignment. The Collector will apply a more focused and hands on concentrated effort to amicably resolve the account. The Collector's main objective is full collection of the account according to the policies set forth by the Division using the most efficient means possible. Our Client is asked to provide the Division with the following account information for each referral.

A. The following information is required for each account referred:

1. A copy of the documentation supporting the debt, judgment or citation.
2. Debtor's name, last known address, telephone number(s)
3. Amount due, date of offense and date of disposition.

B. The following account information should be included with a referral if available:

1. Social security number
2. Date of birth
3. Employer, including address and telephone numbers
4. References, or other contacts
5. Any other applicable information that may be helpful in the collection process

The more information provided to the Division, the more efficient, effective and cost saving the collection procedure will be.

"Process/experience agency has charging collection fees to debtors"

The Waukesha County Collection Division currently services clients for ambulance fees where our collection charge is added to the debtor's account thus resulting in a 75% upper range recovery rate.

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RED FLAG RULE

TITLE:	EFFECTIVE DATE:
IDENTITY THEFT PREVENTION PROGRAM	**April 28, 2009**

Purpose

To establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with the Federal Trade Commission's Red Flags Rule (Part 681 of Title 16 of the Code of Federal Regulations) implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

Definitions

Identifying information means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

Identity theft means fraud committed or attempted using the identifying information of another person without authority.

A *covered account* means:

1. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include those where the County provides a service to its citizen and collect the payment at a later date, and;
2. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.

A *red flag* means a pattern, practice or specific activity that indicates the possible existence of identity theft.

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Policy

A. **IDENTIFICATION OF RED FLAGS**. The Waukesha County Collection Division identifies the following red flags, in each of the listed categories:

1. Suspicious Documents
   i. Identification document or card that appears to be forged, altered or inauthentic;
   ii. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
   iii. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
   iv. Application for service that appears to have been altered or forged.

2. Suspicious Personal Identifying Information
   i. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
   ii. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
   iii. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
   iv. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
   v. Social security number presented that is the same as one given by another customer;
   vi. An address or phone number presented that is the same as that of another person;
   vii. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
   viii. A person's identifying information is not consistent with the information that is on file for the customer.

3. Suspicious Account Activity or Unusual Use of Account
   i. Change of address for an account followed by a request to change the account holder's name;
   ii. Payments stop on an otherwise consistently up-to-date account;
   iii. Account used in a way that is not consistent with prior use (example: very high activity);
   iv. Mail sent to the account holder is repeatedly returned as undeliverable;
   v. Notice to the Waukesha County Collection Division that a customer is not receiving mail sent by the Waukesha County Collection Division;
   vi. Notice to the Waukesha County Collection Division that an account has unauthorized activity;
   vii. Breach in the Waukesha County Collection Division's computer system security; and
   viii. Unauthorized access to or use of customer account information.

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4. Alerts from Others
    i. Notice to the Waukesha County Collection Division from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

B. **DETECTING RED FLAGS**.

1. **New Accounts**. In order to detect any of the Red Flags identified above associated with the forwarding of a new referral account, Waukesha County Collection Division personnel will take the following steps to obtain and verify the identity of the person (herein referred to as "debtor") whom is the financial and legal responsible party listed on the Client's referral:
    i. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
    ii. Verify the debtor's identity (for instance, review a driver's license or other identification card).

2. **Existing Accounts**. In order to detect any of the Red Flags identified above for an existing account, Waukesha County Collection Division personnel will take the following steps to monitor transactions with an account:
    i. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
    ii. Verify the validity of requests to change billing addresses; and
    iii. Verify changes in banking information given for billing and payment purposes.

C. **PREVENTING AND MITIGATING IDENTITY THEFT**. In the event Waukesha County Collection Division personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. **Prevent and Mitigate**
    i. Continue to monitor an account for evidence of Identity Theft;
    ii. Contact the debtor and/or Client;
    iii. Document appropriate findings in CUBS on debtor's account;
    iv. Do not enter a new referral from same Client without verifying information;
    v. Discontinue collection efforts upon verification of fraudulent activity;
    vi. Notify the Waukesha County Collection Division Manager for determination of the appropriate step(s) to take;
    vii. Notify law enforcement; and/or
    viii. Determine that no response is warranted under the particular circumstances.

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2. **Protect customer identifying information**
   i. In order to further prevent the likelihood of identity theft occurring with respect to Waukesha County Collection Division accounts, the Waukesha County Collection Division will take the following steps with respect to its internal operating procedures to protect customer identifying information:
   ii. Ensure that its website is secure or provide clear notice that the website is not secure;
   iii. Ensure complete and secure destruction of paper documents and computer files containing customer information;
   iv. Ensure that office computers are password protected and that computer screens lock after a set period of time;
   v. Keep offices locked and inaccessible to the public or customers;
   vi. Ensure computer virus protection is up to date; and
   vii. Require and keep the kinds of client and/or debtor information that are necessary until the records are destroyed according to the policy of Records Management Detention.

D. **PROGRAM UPDATES**. This Program will be periodically reviewed and updated to reflect changes in risks to the clients and debtor's and the soundness of the Waukesha County Collection Division from Identity Theft. The Waukesha County Collection Division Manager will consider the Waukesha County Collection Division's experiences with Identity Theft situation, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Waukesha County Collection Division maintains and changes in the Waukesha County Collection Division's business arrangements with other entities. After considering these factors, the Waukesha County Collection Division Manager will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Waukesha County Collection Division Manager will implement the program changes.

E. **PROGRAM ADMINISTRATION**

1. **Oversight**. Responsibility for developing, implementing and updating this Program lies with the Waukesha County Collection Division Manager. The Waukesha County Collection Division Manager will be responsible for the Program administration, for ensuring appropriate training of Waukesha County Collection Division staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

2. **Staff Training and Reports**. Waukesha County Collection Division staff responsible for implementing the Program shall be trained either by or under the direction of the Waukesha County Collection Division Manager or Senior Collections Specialists in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. Waukesha County Collection Division staff is required to provide reports to the Program Administrator on incidents of Identity Theft, the Waukesha County Collection Division's compliance with the Program and the effectiveness of the Program.

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3. **Specific Program Elements and Confidentiality**. For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the Waukesha County Collection Division's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to the Identity Theft Committee and those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

Authority & Revisions

This policy is enacted immediately upon approval of the Waukesha County Board meeting scheduled for April 28, 2009. Revisions to this policy shall only be enacted when approved by the Waukesha County Board and reflected in the applicable meeting minutes. This policy shall be reviewed at least biennially by the Waukesha County Collection Division Manager with presentations after each review to the Finance Committee.

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SUMMARY

The Waukesha County Collection Division's mission is to:

1. Provide financially responsible centralized collection services to its customers.

2. Generate savings to taxpayers by ensuring that all dollars owed are collected in the timeliest, most efficient and cost-effective manner possible in compliance with all laws, rules and regulations.

3. Strive toward a fair and equitable balance between parties who received goods and services and taxpayers who bear the cost/burden of unpaid goods and services.

While it is not the desire of the County to be in direct competition with private industry, it is felt that The Division's experience in the collection of these more unique and difficult types of public sector billings has proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County. The Division's costs are completely performance based and promote inter-governmental cooperation and savings to taxpayers.

Waukesha County Collection Division has the staff, knowledge, resources, experience and proven track record to provide exceptional service and results in collecting on the Client's behalf. Clients served by the Division continue to increase each year. Our customers' satisfaction is evidenced by our high percentage of success in retaining our customers.

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DELINQUENT ACCOUNT COLLECTION SERVICES AGREEMENT

This contractual agreement is entered into this _____ day of _____, 2021, by and between the City of Mequon hereinafter referred to as "Purchaser" and Waukesha County, hereinafter referred to as "Provider."

WHEREAS:

A. Section 66.0301 Wisconsin Statutes permits inter-governmental cooperation among municipalities, and

B. Provider represents it has legal authority to provide collection services and to enter into collection contracts with municipalities, and

C. Provider has established a Collection Division within the Department of Administration for the purpose of collecting delinquent obligations due the County, and

D. Provider has agreed to offer the services supplied by the Collection Division to other units of government within the State of Wisconsin, and

E. Purchaser desires Provider to undertake collection of Purchaser's delinquent personal property taxes, accounts receivable and other evidences of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Purchaser and Provider agree as follows:

1. SERVICES PROVIDED

a. Purchaser designates Provider as its agent to collect and receive all sums of money due or payable to Purchaser for accounts which Purchaser refers to Provider for collection.

b. Provider shall accept accounts placed for collection by Purchaser. Provider will use its best efforts to collect said amounts due Purchaser. Provider will use only ordinary and reasonable collection efforts as permitted by law.

c. Purchaser and Provider define Actual Process of Collection to include, but not limited to, collection letters, phone calls, accepting promises to pay, payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches.

d. Provider shall have the authority to receive payment in cash, check or money order and shall have authority to endorse checks, drafts, money orders and other negotiable instruments, which may be received in payment on behalf of the Purchaser. Provider shall have authority to certify to the Department of Revenue on behalf of the Purchaser accounts placed for collection by Purchaser so as to intercept state tax refunds to be applied in payment of those accounts.

e. Purchaser shall supply Provider with notification of payments made directly to Purchaser on accounts assigned to Provider. Purchaser shall pay the collection fee on these amounts.

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f. Provider agrees to provide Purchaser with justification for accounts cancelled or returned as uncollectable.

g. Purchaser will notify Provider of bankruptcy notices received on accounts referred for collection. Provider is authorized to file bankruptcy claims on behalf of the Purchaser when Provider receives supporting copies of the bankruptcy documentation within the allowed filing period and within a reasonably amount of time. The Provider is not responsible for any missed bankruptcy filing deadlines. In the event that any legal action is required after the filing of a claim, it shall be the responsibility of the Purchaser to obtain legal counsel and pursue such legal action. Purchaser will notify Provider in the event Purchaser files a bankruptcy claim on an account that Purchaser referred to Provider for collection.

h. Provider will not provide legal advice or services for Purchaser. If an account is deemed uncollectable through standard collection practices by the Provider, the Provider can cancel the account and return it to the Purchaser for litigation.

2. APPLICATION OF PAYMENTS RECEIVED FROM ASSIGNED ACCOUNTS

Provider will be responsible for applying payments to accounts referred for collection. Payments will be applied to referred account balances according to the following hierarchy:

1. Collection fees; if Purchaser requests these be recovered from the party assigned for collection.

2. Accrued interest and/or penalty as allowed by Statute and

3. The principal amount of the debt.

4. Any additional charges added by the Purchaser.

3. FEE FOR SERVICES AND PAYMENT

Provider will remit all monies received on a net basis to Purchaser in the form of an electronic fund transfer within 45 (forty-five) days following the last day of the month in which payment(s) were received. Provider will also provide a copy of the monthly collections detail and monthly service fee summary. The collection fee is 28% on all amounts collected. For purposes of the proportionate distribution of collected delinquent personal property taxes under 74.42(2), Stats, which were charged back under 74.42(1), Stats, the 28% collection fee shall be the cost of collecting those taxes.

4. RECORDS/REPORTING

a. Provider shall maintain records of accounts referred to it for collection. For personal property tax collection referrals, Provider is responsible for calculating interest and penalty as allowed by Wis. Stat. Sec. 74.47.

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b. Provider will provide the following reports to Purchaser:

1. Acknowledgment Report - At the time an account is received for assignment by Provider from Purchaser.

2. Monthly Collections/Billing Statement - 45 (forty-five) days following the last day of the month in which payment(s) were received.

3. Status/Inventory Report on Assigned Accounts - 15 (fifteen) days following Purchaser request.

4. Cancellation/Uncollectable Report - 45 (forty-five) days following the last day of the month the account was cancelled.

5. SETTLEMENTS

No offer of compromise or settlement will be accepted by the Provider on any referred account without the express written authorization of the Purchaser. The Provider is not, however, prevented from accepting partial or installment payments on an account.

6. INDEMNIFICATION AND DEFENSE OF SUITS

Each party agrees that it shall indemnify the other party against any loss or liability incurred by the other party in connection with the event or activity under this contract, however, it is expressly understood and agreed that the liability of each party, its employees and agents on any claims brought by the other party, its employees and agents, whether for contribution, indemnification or otherwise, shall not exceed and are governed by the provisions of Wisconsin Statute, Chapter 893, including the limit on the amount recoverable.

7. **INSURANCE**

The County agrees to provide the City of Mequon a certificate of Insurance evidencing the County's general liability coverage for a minimum of $1,000,000 per occurrence within 30 days of a written request. Should any insurance policy be canceled before the expiration date of this Agreement, the issuing company must provide ten (10) days written notice to the City of Mequon. A company licensed to do business in the state of Wisconsin or signed by an agent licensed by the state of Wisconsin must issue the insurance certificate. Failure to submit an insurance certificate can make this Agreement voidable at the City of Mequon's discretion.

8. AMENDMENT

This agreement may be amended only upon mutual agreement of Purchaser and Provider which is reduced to writing.

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9. TERM OF AGREEMENT

The term of this agreement will be one year from the date of this contract. This agreement will automatically renew for successive one-year periods unless one of the parties gives written notice of termination or the agreement is amended at least 30 (thirty) days prior to the next renewal.

10. CANCELLATION

1. This agreement may be cancelled for any reason by either party upon 30 (thirty) days advance written notification. Upon cancellation, each term of the contract shall continue to apply to any and all accounts that remain with provider. In the event of cancellation Provider will cancel and return accounts except that Provider will be entitled to retain an account and earn fees for collection on such account if:

   a. There has been a payment received on account within 60 (sixty) days preceding receipt of cancellation, or

   b. Provider has a documented promise of payment on a debtor account prior to receipt of notice of cancellation.

   Accounts retained will be cancelled and returned following:

   a. Payment in full, or

   b. A period of 60 (sixty) days without receipt of a payment.

11. ENTIRE AGREEMENT

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

IN WITNESS WHEREOF, the parties have affixed their signatures below on this_____ day of _____, 2021.

City of Mequon

by:_____
(Signature of authorized official and title)

_____

_____
(Address of organization)

Waukesha County

by:_____
Andrew Thelke
Director of Administration

City of Mequon

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

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

TO: **Common Council**
FROM: **Kaitlyn Krueger, Finance Director**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3824 A Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon**

Background

The City of Mequon's last review of banking services occurred in 2015, when BMO Harris Bank was selected to be the City's primary banking institution. At the February 9 meeting, the Finance-Personnel Committee reviewed a draft Banking Services Request-for-Proposal (RFP) document and approved initiation of the solicitation process. Finance staff distributed the RFP to fourteen financial institutions with a current or planned physical location in either the Village of Thiensville or City of Mequon. The City received eight proposals, including one received after the deadline. The responses received by the deadline were from:

BMO Harris Bank
PNC
Bank First
Port Washington State Bank (PWSB)
Chase
Associated Bank
Johnson Financial Group

Analysis

The responses were evaluated and scored on three major criteria: Cost (60%), Available Technology/Business Practices (25%) and Bank Experience (15%). A summary of the bid information is attached. After review, Finance staff concluded that Port Washington State Bank is the best fit for the City on banking services. A copy of Port Washington State Bank's proposal summary is attached for reference. The other six proposals and staff's analysis are on file in the Finance Department for review.

Summarily, Port Washington State Bank submitted the lowest net fees bid and received the highest rating of green through Veribanc, the leading bank rating institution. PWSB is able to deliver the required services for the City and received strong references from its other local clients. Additionally, Port Washington State Bank is located within a half mile of City Hall allowing for convenience and time savings for staff and is willing to collect property taxes at no additional cost.

Fiscal Impact

With the current market environment offering extremely low interest rates, the traditional model

of using an earning credit to offset fees has become more costly to the City over the past several years. Port Washington State Bank has proposed to waive fees rather than using the earning credit model that has been used in the past. Accordingly, the City will see savings of approximately $12,000 per year by moving to Port Washington State Bank. PWSB also has offered an interest rate of 0.20% for the money market account, the highest interest rate out of all the proposing banks, which will lead to additional interest revenue as well.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 13, 2021.

Attachments:
2020 Banking RFP Summary (PDF)
2020 Port Washington State Bank Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3824

A Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon

RECITALS

A. The City of Mequon published a Request for Proposals ("RFP") for its banking services.

B. Upon review of the responses to the RFP, staff recommended the selection of Port Washington State Bank ("PWSB" or the "Bank") for the purpose of providing these services.

C. The Finance-Personnel Committee considered and concurred with staff's recommendation at its April 13, 2021 meeting.

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

1. Port Washington State Bank, a qualified public depository under Chapter 34 of the Wisconsin Statutes is designated as a depository in which the funds of this City may from time to time be deposited; an account opened and maintained in the name of this City with this institution is subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title per account signature care are hereby authorized, for and on behalf of this City, to sign order checks as provide in Wis. Stat. § 66.0607, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by said Bank any and all checks drafts, notes, bills, certificates of deposit, or other instruments or orders for the payment of money owned or held by said City; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent, or employee of this City is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by this City at said Bank.

2. Port Washington State Bank is authorized and directed to honor, certify, pay, and charge to any of the accounts of this City, all order checks for the payment, withdrawal or transfer of funds or money deposited in the accounts or to the credit of this City for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed, or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent, or employee of this City, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title opposite the designation of the accounts described in

the forgoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral and including but not limited to, request(s) made by telephone or other electronic means for the transfer of funds or money between accounts maintained by this City at Port Washington State Bank, and Port Washington State Bank shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request of application or use of proceeds thereof.

3. Port Washington State Bank is authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Bank, by which, in the Bank's opinion, another person or entity claims an interest in any of these accounts and Port Washington State Bank may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to the Bank's satisfaction.

4. Any one of the persons holding the offices of this City designated below as signatories is authorized (1) to receive for and on behalf of this City, securities, currency, or any other property of whatever nature held by, sent to, consigned to, or delivered to each Bank for the account of or for delivery to this City, and to give receipt therefore, and each Bank is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale, or otherwise authorized the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to, or delivered to the Bank for the account of or for delivery to the City, and to receive and/or apply the proceeds of any such sale to the credit of this City in any such manner as he/she/they deem(s) proper, and the Bank is hereby to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) pursuant to Wis. Stat. § 34.07 to accept such security and to execute such documents as said officer deems proper and necessary to secure the funds of this City and to issue instructions regarding the same.

5. The withdrawal or disbursement from the above-named depository shall be only by order check, as provided in Section 66.0607 of the Wisconsin Statutes: that in accordance therewith all order checks shall be signed by the following persons:

John Wirth, Mayor

William Jones, City Administrator

Kaitlyn Krueger, Director of Finance/Treasurer

6. In lieu of their personal signature(s) a facsimile signature may be affixed.

7. This City assumes full responsibility for any and all payments made or any other actions taken by each Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this City designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signature provided to each Bank, for refusing to honor any signatures not provided to said Bank, for honoring any requests

for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for that this City agrees to indemnify and hold harmless each Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action, subject to Wis. Stat. § 893.80.

8. The City is authorized and directed to certify the Bank the foregoing resolutions, that the provisions thereof are inconformity with law, their names, incumbencies and specimen or facsimile signature(s) on signature cards of the officer or officers named therein, and that the foregoing resolutions, and signature cards and the authority thereby conferred shall remain in full force and effect until this City notifies the Cashier of the Bank to the contrary in writing; and the Bank may conclusively presume that such resolutions and signature cares are in effect and that the persons identified therein from time to time as officers of the City have been duly elected or appointed to and continue to hold such offices.

_____

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

CITY OF MEQUON

Banking Services RFP Summary

RFP Criteria	BMO Harris	Port Washington	PNC	Bank First	Chase	Associated	Johnson Financial Group
Distance from City Hall (Miles)	0.8	0.4	3.1	3.9	0.2	3.1	2.9
Process Tax Collections	X	X		X		X	
Covers Online Banking Needs	X	X	X	X	X	X	X
ACH Fraud Protection	X	X	X	X	X	X	X
Will Pledge Collateral over FDIC	X	X	X	X	X	X	X
Remote Deposit	X	X	X	X	X	X	X
Positive Pay	X	X	X	X	X	X	X
Monthly Cost Estimate	$1,093.08	$0.00	$1,234.09	$739.11	$1,417.65	$480.41	$1,355.62
Implementation Fees	$0.00	$0.00	$655.00	$0.00	$0.00	$0.00	$1,600.00
Money Market Interest	0.15%	0.20%	0.05%	0.05%	0.05%	0.10%	0.10%

Attachment: 2020 Banking RFP Summary (RESOLUTION 3824 : Banking Services RFP Award)

MARCH 17, 2021

Banking Services Proposal

Prepared especially for:

City of Mequon

Proposal Contact: Ron Knaus
262-235-9076 | 414-364-3838 (cell)
Ron.Knaus@pwsb.bank

PWSB
PORT WASHINGTON STATE BANK

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

Exhibit A: Locations/Charter

HEADQUARTERS

206 N. Franklin Street

Port Washington, WI 53074



DATE CHARTERED: September 11, 1899

STATE CHARTERED: Wisconsin

LOCAL OFFICES NEAREST YOU

197 S. Main Street, Thiensville

10509 N. Port Washington Road, Mequon



LOBBY HOURS

Monday-Thursday 9:00 am to 5:00 pm

Friday 9:00 am to 6:00 pm

Saturday 9:00 am to 12:00 pm

DRIVE -THRU HOURS:

Monday-Thursday 8:30 am to 5:30 pm

Friday 8:30 am to 6:00 pm

Saturday 9:00 am to 12:00 pm

Branch hours are consistent across all 8 branches.



Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTION 1

1. Provide a 300 to 500-word historical summary of the financial institution. Include acquisitions and mergers (include pending mergers), relationships with subsidiaries/parent companies, expansion into new areas of business and geographical area served. Include organizational overview and explain major organizational strengths.

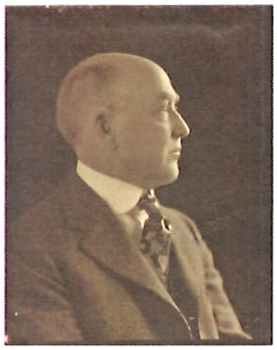
Port Washington State Bank (PWSB) is a community bank serving the needs of Southeastern Wisconsin, specializing in business banking, retail banking and mortgage lending.

The secret to our 122-year longevity is putting customers and communities at the center of their business. That focus has led us to offer our customers a personalized experience with a blend of 21st century technology.

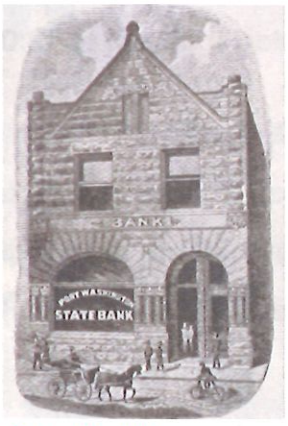
In 1899, Founder Clarence Hill started the bank on Franklin Street in Port Washington with a dream of making a modest living to care for his family and enjoy a comfortable life, while also giving back to his community. The bank was no stranger to adversity as just days after the bank's lot was purchased a huge fire almost destroyed the city.

By 1921, the bank had grown quickly and a new building was erected which now serves as the bank's headquarters. Again, the bank faced challenges after the stock market crash of '29 followed by a very difficult 4 years for banks throughout the U.S.

Through perseverance and measured management, the bank continued on despite other banks failing and opened its second branch in Belgium in 1933.



Founder Clarence Hill



Original building.

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Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTION 1, continued

As the bank was passed on to second generation owner C. Donald Hill in 1936, several other state-chartered banks arose and were then acquired or renamed while PWSB held close to its foundation.

In 1949 Ronald Schowalter began working for the bank and went on to marry C. Donald's daughter Elizabeth, thereby bringing the Schowalter lineage into the bank's history. Ron Schowalter was named president in 1964 and added the Saukville branch in 1967, further embedding the bank into the county's largest communities.

Since Steve Schowalter's tenure as president beginning in 1990, Port Washington State Bank has added 5 additional locations throughout Ozaukee County, with its two newest branches in Thiensville (2017) and Mequon (2019).

The bank is Ozaukee county's largest mortgage lender according to the register of deeds, and one of the county's largest community supporters according to the *Milwaukee Business Journal* in 2020.

The legacy of family and community has not wavered over the five generations and 122 years of the bank's proud history.

Our local decision-making process and competitive products allow us to provide the highest level of customer service.

Our team of experienced personal bankers, commercial lenders and deposit operations team enjoy being able to focus on their customers' unique situation and needs.



From left to right: Steven Schowalter, Ronald Schowalter, James Schowalter

PWSB
PORT WASHINGTON STATE BANK

Memb

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTION 2

2. Identify the institution's principal staff members who will be involved in providing services to the City. Please indicate senior staff member(s) who will be the City's primary contact.



Primary Contact:
Heather Mader
AVP/Branch Manager
Heather.Mader@pwsb.bank

Heather has 19 years in financial services experience and has been with PWSB for 10 years.



Secondary Contact:
Joe Gutsmiedl
AVP/Branch Manager
Joe.Gutsmiedl@pwsb.bank

Joe has 8 years in financial services experience and has been with PWSB for 4 years.



Operations Contact:
Mary Albrecht
VP/Operations Manager
Mary.Albrecht@pwsb.bank

Mary has 20 years in financial services experience and has been with PWSB for 18 years



Secondary Operations Contact:
Donna Wendlandt
Deposit Operations Specialist
Donna.Wendlandt@pwsb.bank

Donna has 40 years in financial services experience and has been with PWSB for 7 years.

While the team above will be responsible for day-to-day duties, PWSB's senior management team prides itself in getting to know all municipal customers, providing them with a direct line to the bank's ownership at any time. Many of our customers consider this an advantage to working with a locally owned financial institution.

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PORT WASHINGTON STATE BANK

Mem

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTION 3

3. Describe your experience with other municipal governments or quasi-government entities (school districts, libraries, utilities, etc). Provide a description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.

$118 MILLION

In Deposits as of 12/312020 from
19 Municipal Governments or quasi-government entities

As to rank in size and complexity of service, the City of Mequon would be in the top 5 municipal relationships and the top 10% of customer relationships within our institution.

References:

- Joshua Morrison, Ozaukee County Treasurer, 262-284-8280
- Maureen Hartjes, Village of Saukville Treasurer, 262-284-9423
- Colleen Landisch-Hansen, Village of Thiensville Administrator, 262-242-3720

PWSB
PORT WASHINGTON STATE BANK

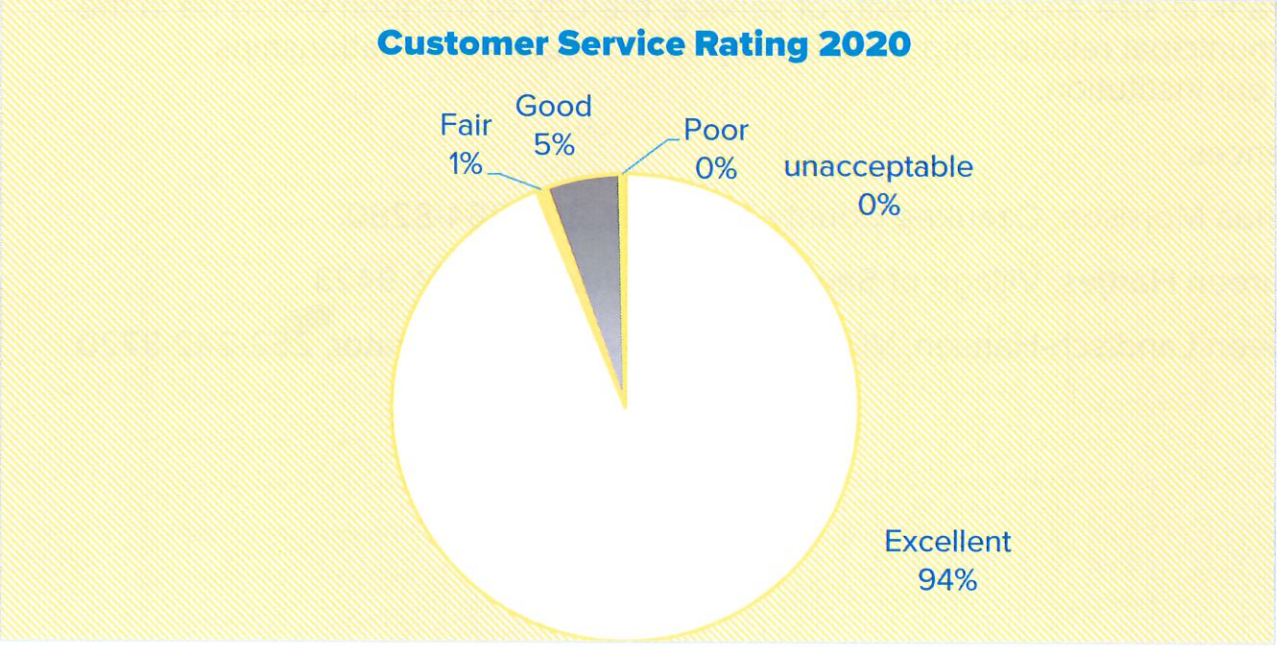
Memb

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTION 4

4. Describe how the financial institution measures and evaluates quality of service. If done, what were the results of the most recent evaluation? Describe how the financial institution intends to provide consistently high quality of service to the City and what measures will be taken if level of services falls below most recent evaluations.

We focus on being responsive and reliable partners with quick answers. We also believe in quantifying customer satisfaction with account surveys following openings and closings. Our average satisfaction level during a pandemic year with unexpected closures and changes to the way business was conducted was 94% across 545 surveys.



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PORT WASHINGTON STATE BANK

Memb

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTION 5

5. Give a description for how each of the following services would be provided:

- *Remote deposit processing*
- *Lockbox processing*
- *Credit card merchant services*

Remote Deposit Processing

- You have the ability to process deposits from the City of Mequon.
- A video tutorial of this product is available on our website (search for remote deposit capture.
- Cost: All fees for this service are waived.
- Timing: same week of account opening



Onsite Check Deposit
VIDEO TUTORIAL

Lockbox Processing Alternatives

While we do not provide a lockbox service, we do take care of in person payments for multiple municipal clients in the form of sewer, water and tax payments.

Alternative Services

- Mequon Branch to Collect Utility Payments
- City of Mequon to establish an ACH file to pull payments from recipients

Card Merchant Services

WIND RIVER FINANCIAL

- PWSB works exclusively with family-owned Wind River Financial (Madison, Wisconsin) to provide excellent customer service. You will have a dedicated relationship manager supported by a team of knowledgeable payment experts.
- Timing and pricing is dependent on the solution (hardware/software, cards carried, volume of transactions, etc.); most clients are up an running within two weeks of signed agreement.

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PORT WASHINGTON STATE BANK

Memb

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTIONS 6 AND 7

6. Describe the financial institution's disaster recovery plan and how customers' records would be protected/recovered.

- Port Washington State Bank is committed to safeguarding the interests of our customers and employees in the event of an emergency or other significant business disruption. PWSB has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business.
- The PWSB Business Continuity Plan addresses a wide range of topics including data backup and retention, predetermined alternate work sites, offsite supplies and recovery for business functions. The plan is updated and tested annually.

7. Describe the format of training or instructional materials offered for services.

- Training and instructional materials for services and products available are constantly updated and improved to ensure our customers feel confident in using our technology.
- When training on a new product or service, we follow the lead of our customers to determine how to conduct training, but most often we visit your facilities to train in person with comprehensive written leave-behind training materials. We follow up during the first few weeks of implementation frequently to ensure your comfort level and satisfaction.



Donna Wendtlandt,
Deposit Operations
Specialist



Mary Albrecht,
VP/Deposit
Operations/BSA Officer

PWSB
PORT WASHINGTON STATE BANK

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Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTIONS 8-10

8. Is there a toll-free technical support hotline for your various services? Is it available between 8:00 a.m. and 5:00 p.m. local time? Outside business hours?

- Our toll free line is available to all customers from 8:30 a.m.-5:00 p.m. Monday through Friday, and Saturday from 9:00-12:00.
- Outside business hours, please email Mary Albrecht (Mary.Albrecht@pwsb.bank, or Donna Wendtlandt (Donna.Wendlandt@pwsb.bank) or leave a voicemail and they will reply immediately on the next business day

9. Discuss any plans your institution has for future cash management services enhancement within the next year.

As Cash Management Services continue to evolve, PWSB will Implement new products and services as they become available. We always strive to have a very close working relationship with our business clients, which includes regular communication and in-person visits.

10. Describe the impact that any pending mergers or acquisitions may have on your proposal.

In 2020, I was awarded the title of President/COO. While my family's bank has had a long history, I look forward to building the next chapter and continuing our traditions of excellent customer service, modern technology and community support. Rather than using mergers or acquisitions to grow, we plan to do what we do best: we'll continue taking care of our customers and our communities and grow organically.



James S. Schowalter
President/COO
Fifth-generation Owner

PWSB
PORT WASHINGTON STATE BANK

Memb

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

QUESTIONS 11 and 12

11. What security features are in place to minimize the risk of unauthorized transactions?

PWSB employs a variety of fraud protection services to reduce the risk of unauthorized activity. PWSB has policies and procedures in place to minimize the risk of unauthorized transactions, we require our business client to use additional security features such as multi-factor authentication and have procedures in place to identify all customers.

Positive Pay Fraud Protection Services

- Check Exceptions
- ACH blocks and filters

12. Please fully explain any exceptions to the RFP specifications and any alternative services you propose in place of the City's requests

While the process may differ from the city's current financial institution, we are confident that everything requested in the city's proposal can be accommodated with our current products and services.

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

PWSB
PORT WASHINGTON STATE BANK

QUESTION 13

Describe any other factors that would be in the best interest of the City to consider.

We pride ourselves in providing the highest level of customers services and have a very close working relationship with other municipalities and school districts in Ozaukee County.

We serve as stewards of the communities that our customers reside in, helping our neighbors, communities and local businesses.

$400,000

Contributed in 2020 alone to local organizations and groups

$5 MILLION

Low-interest loans originated within Ozaukee County Business Development Loan Program

2,000

Hours of financial literacy education funded across five community schools last year

$55 MILLION

PPP loans saving 4.965 jobs

We retain and train top talent in the market by focusing on learning and development, employee engagement and shared experiences. In doing so we have earned a top workplace award from the Journal Sentinel for a decade.





Lastly, we are a Bauer Financial 5-star rated institution (1 of 15 banks in Milwaukee Metro Area to earn 5 stars). For more information on this accreditation, visit https://www.bauerfinancial.com

PWSB
PORT WASHINGTON STATE BANK

Memb

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

Deposit Services Summary

Your Need	Our Solution
General Account Payroll Account Flexible Spending Benefit Plan Property Tax Account Property Tax Balancing Account (in-branch payments) Emergency Services Account Utility Customers Payments Account	Business Checking Account • **No Monthly Fees– No Analysis Statements** • No Transaction Limitations • No Transaction Fees • Transfer/Sweep Options Available No Charge • Free Intro-Pak (checks, endorsement stamp and deposit slips for all checking accounts) Setup time: 1 week upon receipt of proposal acceptance
Interest Bearing Reserve Account	Premium Money Market Account • **No Monthly Fees** • Requires a $10,000.00 Daily Balance Setup time: 1 week upon receipt of proposal acceptance

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

Deposit Services Summary

Services	Benefits

Internet Banking	Multiple Users (Setup by PWSB)
	• User Accessibility
	• User Account(s) Permissions
	  ○ View
	  ▪ Account Balances
	  ▪ Check Images (Front and Back)
	  ○ Transfers
	  ○ Electronic Statements
	  ▪ View/Download past 15 Months
	  ○ ACH Transmittals
	  ○ Stop Payment of Checks
	  ○ Positive Pay – Import of Check Issue Files
	• **No fees for any services above**.

Daylight Overdrafts	PWSB shall provide the City with overdraft protection including daylight overdrafts. There is no charge for daylight overdrafts. The current charge for overdrafts is $35.00. This charge would be incurred if the account was overdrawn after nightly processing. A sweep can be set-up to avoid an overdraft charge
Check Cashing	PWSB will Honor • Payroll Checks: **No Fees** • Accounts Payable Checks: **No Fees** • Pretty Cash Checks: **No Fees**
Monthly Account Statements	Detailed monthly statements produced for each account which includes • Cleared Check Numbers • Amounts • Missing Check Numbers • Deposit by Number • Miscellaneous Debits and Credits Appendix B - Sample of Account Statement (**No Analysis Statements due to Waived Fees)**
Returned Check Processing	• PWSB will automatically re-deposit a second time if check is returned due to insufficient funds • PWSB will notify you via a secured email any returned deposit items and include an image of the item • **No Fees**
Deposit and Error Correction	Corrections will be sent identifying the specific error • Method of Delivery – To Be Determined
Currency and Coin Orders	**No Fees**

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

PWSB
PORT WASHINGTON STATE BANK

Memb

Deposit Services Summary

Services	Benefits

Positive Pay	Check Exceptions
	• Accounts Payable and Payroll File Submission
	  • File Format – Excel or CSV
	
	ACH Fraud Filter
	• Ability to Limit ACH Debits
	  • Programmed/Decision by the City of Mequon
	No Fees

Earnings Credit Rate	Not Applicable **No Fees**
Property Tax Collections	-Property Tax Payment Collection • **No Fees** • 1st Collection Accepted - December/January at all 8 branch locations • 2nd Collection Accepted - July ○ Mequon Branch All Payments will be receipted within the Ascent Software -Daily Deposit into Property Tax Account • Monday - Friday
Auditor Requests	PWSB will comply with audit request from the City of Mequon
Collateral Pledge	PWSB has the ability to pledge collateral to secure City of Mequon's funds over and above amounts guaranteed by the Federal Deposit Insurance Corporation and the State Deposit Guarantee Fund. Principal Contact: Cindy Nierode, Senior VP., Chief Financial Officer
Credit Cards	-Provided through Elan Financial • Visa CommUNITY Card ○ No Personal Guarantee Required
Availability of Funds	-Wire Transfers and U.S. Treasury Checks • Credit Upon Receipt -Non U.S. Treasury Checks • Next Day Availability Enclosed - Funds Available Disclosure
Wire Transfers	-Domestic and International Wire Transfers • **No Fees** -Each wire request will be completed by your designated Personal Banker at our Mequon Branch • Cutoff is 4 p.m. -Wires processed through our correspondent bank (Bankers Bank) • Sent and Received PWSB is an member of the National Automated Clearing House Association (NACHA)

PWSB
PORT WASHINGTON STATE BANK

Mem

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

Your Ability to Withdraw Funds

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.
Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and federal holidays. Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. If you make a deposit after 5:00 p.m. at our Port Washington, Belgium, Fredonia, Saukville, Grafton or Cedarburg location we will consider that the deposit was made on the next business day we are open. If the deposit is made at our Thiensville or Mequon location before 5:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.
If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $225 of your deposits, however, will be available on the first business day.
If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.
If you will need the funds from a deposit right away, you should ask us when the funds will be available.

PWSB
PORT WASHINGTON STATE BANK

Memb

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)

City of Mequon

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 13, 2021**
SUBJECT: **RESOLUTION 3825 A Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of $62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC**

Background

Previously, Resolution 3554 authorized execution of a Development Agreement (DA) between the City of Mequon and Foxtown Center, LLC. The DA governs the approvals and financial partnership for the Foxtown Brewery, Foxtown Annex, Foxtown Beer Hall, Fromm Family Headquarters, miscellaneous commercial space, multiple-family units (96) and single-family homes (21).

The financial partnership included authorization for the City Finance Department and/or Administration Department to allocate the costs of the DA to TID No. 3 as project costs of the same as allowed by law.

Analysis

The developer previously submitted for a partial reimbursement and dedication which was approved through Resolution 3765. The partial payment represented reimbursement of $305,282.34 of dedicated public improvements. In accordance with the terms of the DA, 4% or $12,211.29 of this amount will be held as security for two years.

The developer has submitted a request for final dedication and reimbursement for the public improvements. Section 4.7 of the Development Agreement outlines the process for dedication and payment:

> 4.7 When the Developer has completed the construction of the City Owned Public Improvements, as required herein, in accordance with the plans and specifications approved by the City, and in a good and workmanlike manner, when Developer has furnished lien waivers for the same to the City, the City has inspected and accepted the dedication of the City Owned Public Improvements, and the Developer or its contractor has provided a warranty against defects, for 2 years from the date of completion of the City Owned Public Improvements, in form and substance acceptable to the City, and as-built construction records in an electronic format reasonably acceptable to the City, City shall, approve the invoice and request for payment ("Invoice Approval Date"). After this approval, City shall pay to the Developer, the cost of the City Owned Public Improvements,

as identified on Exhibit D, less a cash hold back of 4% of the aggregate total contract cost of the City Owned Public Improvements, as security for the warranty against defects in construction, materials and workmanship, such holdback to be returned to Developer at the end of such two years, upon full compliance with the warranty, which shall be escrowed with the City in place of any other Letter of Credit or Escrow required under City requirements. This payment for City Owned Public Improvements will be made from any portion of the Tax Increment not owed to Developer as Available Tax Increment, and after deduction for the City's Administrative Fees.

Further, Exhibit D of the Development Agreement outlines City Owned Public Improvements as:

CITY OWNED PUBLIC IMPROVEMENTS
Developer Builds and Receives Reimbursement

All of the following as shown on the Approved Plans, including specifically the final approved Industrial Drive cross sections and streetscape plan:

Storm Sewer Improvements
Inlets/catch basins serving on street parking

Roadway Improvements
On street parking for Industrial Drive
Pavement markings on Buntrock (except those required in TIA)
Earthwork
Curb/gutter

ROW Improvements
Streetscape: only as follows: all public sidewalks, all streetlights in ROW, the curbing and striping associated with on-street parking only, any landscaping in ROW except the required street trees which are Developer responsibility.

City will address overhead utilities in ROW for only the Wells Parcel and the utility located on Mequon Road associated with the Lumbershed site. City will be responsible for dealing with and will pay any costs associated with working with Wells Parcel owners and Central Bark property owners.

The expected cost of the ROW Improvements is approximately $1,227,257.
All ROW Improvements for Industrial Drive are located only from Mequon Road South to the Southern Boundary of the Property.

The attached resolution accepts dedication of the remaining public improvements. Please note that the resolution is contingent upon completion of final project closeout items which mainly consist of filing of legal documents for easements, transfer of title for the public utilities and standard project closeout documents.

Also included are the documents required in accordance with the Development Agreement for final acceptance of the infrastructure:

- List of Dedicated Infrastructure
- Itemized Pay Requests for Dedicated Infrastructure
- Itemized Invoicing for each Pay Request
- Lien Waivers from Subcontractors Verifying Payment of Invoicing
- 2-year Warranty of Dedicated Infrastructure

Fiscal Impact

The final reimbursement represents $62,387.53 of dedicated public improvements. In accordance with the terms of the DA, 4% or $2,495.50 of this amount will be held as security for two years. The authorized reimbursement would result in a $59,892.03 payment to Foxtown Center, LLC. No further reimbursement requests are anticipated.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution accepting final dedication and authorizing reimbursement for specific public improvements in accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, Exhibit D: City Owned Public Improvements, Developer Builds and Receives Reimbursement.

Attachments:
Foxtown Request for Reimbursement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3825

A Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of $62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC

A. Resolution 3554 authorized execution of a Development Agreement between the City of Mequon and Foxtown Center, LLC.

B. The financial partnership included authorization for the City's Finance Department and/or Administration Department to allocate the costs of the DA to TID No. 3 as project costs of the same as allowed by law.

C. Section 4.7 of the Development Agreement outlines the process for dedication and payment of City-Owned Public Improvements.

D. The Developer has completed, in a good and workmanlike manner, construction of the City-Owned Public Improvements in accordance with the approved plans and specifications.

E. City staff has inspected the improvements and recommends to the Common Council that they accept the dedication of the same upon Developer's provision of appropriate lien waivers, submittal of all required legal documents and completion of all project closeout items.

F. The Developer or its contractor has provided a warranty against defects, for 2 years from the date of completion of the City-Owned Public Improvements, in form and substance acceptable to the City, and as-built construction records in an electronic format reasonably acceptable to the City.

G. The Developer is also obligated to contribute public utilities and transfer title to the City of Mequon, Mequon Water Utility, and Mequon Sanitary Sewer Utility District, at no cost to those entities.

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

1. The City of Mequon accepts dedication of the City-Owned Public Improvements listed above, conditioned upon review and acceptance of all legal documents and project closeout documents.

2. City shall pay to the Developer, the cost of the above-listed City-Owned Public

Improvements, less a cash hold back of 4% of the aggregate total contract cost of the City Owned Public Improvements, as security for the warranty against defects in construction, materials and workmanship, such holdback to be returned to Developer at the end of such two years, upon full compliance with the warranty, which shall be escrowed with the City in place of any other Letter of Credit or Escrow required under City requirements.

3. The reimbursement for the listed City-Owned Public Improvements represents $62,387.53 of dedicated public improvements. In accordance with the terms of the Development Agreement, $2,495.50 (4% of the costs) will be held as security for two years, resulting in an authorized reimbursement to Foxtown Center, LLC, under this Resolution of $59,892.03.

4. This payment for City-Owned Public Improvements will be made from any portion of the Tax Increment not owed to Developer as Available Tax Increment, and after deduction for the City's Administrative Fees.

5. The Mayor and City Clerk are authorized and directed to execute the transfer of title documents for the water main, sanitary sewer and storm sewer in the form approved by the City Attorney.

_____

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

Public Improvement

ROW Improvements	Dedication	Reimbursement
Streetscape:		
Public sidewalks	Full	Full
Street lights in ROW	Full	Full
Landscaping in ROW except the required street trees which are Developer responsibility	Full	Full
Curb Ramp Detectable Warning Field	Full	Full
30" Concrete Curb and Gutter w/ Base Aggregate	Full	Full

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

REIMBURSABLE PUBLIC COST
PAY REQUEST #2

For: Industrial Drive Reconstruction

To: City of Mequon
Attn: Kristen Lundeen
11333 N. Cedarburg Road
Mequon, WI 53092

Base Schedule - To Be Reimbursed by City

Item No.	Description		Unit	Contract Quantity	Change Order Quantity	Pay Request Quantity	Unit Price	Amount
52.	4" Concrete Sidewalk w/ 4" - 3/4" Base Aggregate	(Exhibit #1)	SF	3,035	--	3,100	$ 4.90	$ 15,190.00
62.	Restoration (Topsoil, Seed and Fertilizer)	(Exhibit #2)	SY	1,485	--	466	$ 3.00	$ 1,398.00
63.	Curb Ramp Detectable Warning Field	(Exhibit #3)	EA	6	--	7	$ 225.00	$ 1,575.00
67.	Light Pole Standards and Fixtures	(Exhibit #4)	EA	--	14	8	$ 4,140.71	$ 33,125.68

Base Schedule Subtotal: $ 51,288.68
Design Subtotal:
Staking Subtotal:

Total Reimbursable Cost: $ 51,288.68

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BMCI Construction, Inc.
7040 N. Trenton Road
West Bend, WI 53090

BMCI Construction, Inc.

office@bmciconstruction.com

Phone # 262-334-7499
Fax # 262-334-2226

Date	Invoice #
9/30/2020	301768

Bill To	Job Info
P2 Development Company LLC **524 Technology Way** **Saukville, WI 53080**	**11127 N Industrial Dr** **Mequon, WI**

Job Number	P.O. No.	Terms
18-018 INDUSTRIAL DR		**Net 30**

Quantity	Description	U/M	Rate	Amount
	JOB#18-018			
3,100	**4" CONCRETE SIDWALK W/ 4" - 3/4" BASE AGGREGATE**		**4.90**	**$15,190.00**
7	**CURB RAMP DETECTABLE WARNING FIELD**		**225.00**	**$1,575.00**

Thank you for your business.

Total **$16,765.00**

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BLAZE LANDSCAPE CONTRACTING INC
W180 N5325 MARCY ROAD
MENOMONEE FALLS, WI 53051 US
+1 2629937797
SALES@BLAZELANDSCAPE.COM
www.blazelandscape.com

Invoice

BILL TO	SHIP TO
P2 DEVELOPMENT COMPANY, LLC 524 TECHNOLOGY WAY SAUKVILLE, WI 53080	11127 N Industrial Dr Mequon, WI

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14489	09/30/2020	$1,398.00	08/3/2020	Net 30	

DESCRIPTION	QTY	RATE	AMOU
INSTALLATION OF			
Restoration (Topsoil, Seed and Fertilizer)	466	3.00	1,398.0

THANK YOU FOR YOUR BUSINESS!

BALANCE DUE **$1,398.0**

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

Invoice

BMCI Construction, Inc.
7040 N. Trenton Road
West Bend, WI 53090

BMCI Construction, Inc.

office@bmciconstruction.com

Phone # 262-334-7499
Fax # 262-334-2226

Date	Invoice #
9/30/2020	301768

Bill To	Job Info
P2 Development Company LLC **524 Technology Way** **Saukville, WI 53080**	**11127 N Industrial Dr** **Mequon, WI**

Job Number	P.O. No.	Terms
18-018 INDUSTRIAL DR		**Net 30**

Quantity	Description	U/M	Rate	Amount
	JOB#18-018			
3,100	**4" CONCRETE SIDWALK W/ 4" - 3/4" BASE AGGREGATE**		**4.90**	**$15,190.00**
7	**CURB RAMP DETECTABLE WARNING FIELD**		**225.00**	**$1,575.00**

Thank you for your business.

Total **$16,765.00**

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

HFR electric inc

Design-Build ● Commercial ● Industrial
227 Weil Drive, Slinger WI 53086
262-644-6940 Phone 262-644-7647 Fax

Invoice

DATE	INV. #
10/21/2020	**29214**

BILL TO

P2 Development Co. LLC.
524 Technology Way
Saukville, WI 53080

PROJECT

Street Lighting
11127 N Industrial Drive
Mequon, WI 53092

Terms: Net 30

QTY	DESCRIPTION	COST	AMOUNT
	This invoice includes the following:		
8	**Install LED street light poles on the east side of Industrial Drive**		**33,125.68**

2.0% interest will be charged monthly on balances over 30 days

BALANCE DUE **$33,125.68**

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

FULL WAIVER OF CONSTRUCTION LIEN

Pay Request #3

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install excavation for walks, 4" concrete sidewalk and curb ramp detectable warning field. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as N. Weston Drive, formerly Industrial Drive.

This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install excavation for walks, 4" concrete sidewalk and curb ramp detectable warning field in the amount of $16,765.00.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 9/21/2020

Signed:

Date of this
Waiver: 9/30/2020

TP Concrete/BMCI

(Give firm name and title of signer - This waiver accepted ONLY when signed by sole owner, co-partner, or an officer of a Corporation.)

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

FULL WAIVER OF CONSTRUCTION LIEN

Pay Request #3

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This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install restoration of topsoil, seed and fertilizer in the amount of $1,398.00.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 9/21/2020

Signed:

Date of this Waiver:
9/30/2020

Blaze Landscape Contracting, Inc.

(Give firm name and title of signer - This waiver accepted ONLY when signed by: sole owner, co-partner, or an officer of a Corporation.)

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

FULL WAIVER OF CONSTRUCTION LIEN

Pay Request #3

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install LED street light pole standards and fixtures. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as N. Weston Drive, formerly Industrial Drive.

This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install LED street light pole standards and fixtures in the amount of $33,125.68.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 9/21/2020

Signed:

Date of this Waiver:
9/30/2020

Soren Roethle

HFR Electric, Inc.

(Give firm name and title of signer - This waiver accepted ONLY when signed by: sole owner, co-partner, or an officer of a Corporation.)

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

P2 DEVELOPMENT COMPANY LLC
General Contracting / Construction Management

524 Technology Way. Saukville WI 53080
Phone: 262-377-7259 Fax: 262-284-6907
www.p2development.com

Warranty

We hereby warrant that the following list which we have supplied and installed at Industrial Drive/Weston Drive Mequon per Quam Engineering, LLC Plan Set dated 11/6/2019. We agree to repair or replace any or all work that proves to be defective in workmanship or materials within a period of two (2) years from our last labor date which is 10/1/2020. Contractor's warranty excludes remedy for the following: damage or defect caused by abuse; modifications not executed by the contractor and its subcontractors or suppliers; improper or insufficient maintenance; improper operation or normal wear and tear under normal usage.

- Concrete sidewalk
- Restoration (Topsoil, seed & fertilizer)
- Curb ramp detectable warning fields
- Light Pole Standards and Fixtures

Signed
Robert Baeh
P2 Development Company, LLC

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

REIMBURSABLE PUBLIC COST
PAY REQUEST #3 Spectrum

For: Industrial Drive Reconstruction

To: City of Mequon
Attn: Kristen Lundeen
11333 N. Cedarburg Road
Mequon, WI 53092

Base Schedule - To Be Reimbursed by City

Item No.	Description		Unit	Contract Quantity	Change Order Quantity	Pay Request Quantity	Unit Price	Amount
	Unclassified Excavation (See definition below)	Exhibit # 1	CY			0		$ 2,550.00
	4" Concrete Sidewalk w/ 4" - 3/4" Base Aggregate	Exhibit # 2	SF		--	1,074	$ 4.90	$ 5,260.15
	30" Concrete Curb and Gutter w/ Base Aggregate	Exhibit # 2	LF		--	125	$ 15.50	$ 1,937.50
	Temporary Seed and Mulch	Exhibit # 3	SY		--	94	$ 0.30	$ 28.20
	Restoration (Topsoil, Seed and Fertilizer)	Exhibit # 3	SY		--	94	$ 3.00	$ 282.00
	Curb Ramp Detectable Warning Field	Exhibit # 2	EA		--	4	$ 225.00	$ 900.00
	Class I, Type A Urban Erosion Mat	Exhibit # 3	SY			94	$ 1.50	$ 141.00

Base Schedule Subtotal: $ 11,098.85
Design Subtotal:
Staking Subtotal:

Total Reimbursable Cost: $ 11,098.85

DEFINITIONS:

11. Unclassified excavation will include all labor, materials, and equipment to remove material taken from within the right-of-way to construct the subgrade. Please see invoice from BMCI for excavcation for

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BMCI Construction Inc
7040 N Trenton Rd
West Bend WI 53090

BMCI Construction, Inc.

office@bmciconstruction.com

Phone # 262-334-7499
Fax # 262-334-2226

Invoice

Date	Invoice #
4/21/2020	301539

Bill To	Job Info
P2 Development Company LLC **524 Technology Way** **Saukville, WI 53080**	**Fox Town Apts - Site C** **11127 N. Industrial Drive** **Mequon, WI** **18-018**

Job Number	P.O. No.	Terms
18-018 - Fox Town Apts Site C		**Net 30**

Quantity	Description	U/M	Rate	Amount
	Place topsoil on southwest corner, southside, and east			
	Set up and pour side walk from city walks to stairs (east)			
	44.5 hours 80 excavator		**5,562.50**	**5,562.50**
	19 hours 210 excavator		**3,325.00**	**3,325.00**
	30.5 hours haul truck		**8,082.50**	**8,082.50**
	65.5 hours labor		**4,257.50**	**4,257.50**
	11 hours wheel loader		**1,925.00**	**1,925.00**
	3 hours dump truck		**330.00**	**330.00**
	Stone/sand		**997.84**	**997.84**
	5 hours vac		**750.00**	**750.00**
	Concrete		**1,265.00**	**1,265.00**
	Cover for pond inlet		**875.00**	**875.00**
	Remove ground for walks at spectrum		**2,550.00**	**2,550.00**
	Replace 125' of curb at spectrum		**3,750.00**	**3,750.00**

	Total	**$33,670.34**

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BMCI Construction, Inc.
7040 N. Trenton Road
West Bend, WI 53090

BMCI Construction, Inc.

office@bmciconstruction.com

Phone # 262-334-7499
Fax # 262-334-2226

Date	Invoice #
7/1/2020	301697

Bill To	Job Info
P2 Development Company LLC **524 Technology Way** **Saukville, WI 53080**	**11127 N Industrial Dr** **Mequon, WI**

Job Number	P.O. No.	Terms
18-018 INDUSTRIAL DR		**Net 30**

Quantity	Description	U/M	Rate	Amount
	JOB#18-018			
1,074	**4" CONCRETE SIDWALK W/ 4" - 3/4" BASE AGGREGATE**		**4.90**	**5,260.15**
125	**30" CONCRETE CURB AND GUTTER W/ BASE AGGREGATE**		**15.50**	**1,937.50**
4	**CURB RAMP DETECTABLE WARNING FIELD**		**225.00**	**900.00**

Thank you for your business.

Total **$8,097.65**

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BLAZE LANDSCAPE CONTRACTING INC
W180 N5325 MARCY ROAD
MENOMONEE FALLS, WI 53051 US
+1 2629937797
SALES@BLAZELANDSCAPE.COM
www.blazelandscape.com

Invoice

BILL TO	SHIP TO
P2 DEVELOPMENT COMPANY, LLC 524 TECHNOLOGY WAY SAUKVILLE, WI 53080	11127 N Industrial Dr Mequon, WI

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14467	07/1/2020	$451.20	08/3/2020	Net 30	

DESCRIPTION	QTY	RATE	AMOU
INSTALLATION OF			
Temporary seed and mulch Restoration	94	0.30	28.20
(Topsoil, Seed and Fertilizer)	94	3.00	282.00
Class I, Type A Urban Erosion Mat	94	1.50	141.00

THANK YOU FOR YOUR BUSINESS!

BALANCE DUE **$451.2(**

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

FULL WAIVER OF CONSTRUCTION LIEN

Pay Request #3

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install unclassified excavation, 4" concrete sidewalk w/ 4" - 3/4" base aggregate, 30" concrete curb and gutter w/ base aggregate and curb ramp detectable warning field. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as Weston Drive, formerly Industrial Drive. This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights. For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install unclassified excavation, 4" concrete sidewalk w/ 4" - 3/4" base aggregate, 30" concrete curb and gutter w/ base aggregate and curb ramp detectable warning field in the amount of $10,647.65.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 7/21/2020

Signed:

Date of this Waiver:
7/30/2020

TP Concrete/BMCI

(Give firm name and title of signer - This waiver accepted ONLY when signed by sole owner, co-partner, or an officer of a Corporation)

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

FULL WAIVER OF CONSTRUCTION LIEN

Pay Request #3

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install temporary seed and mulch and restoration of topsoil, seed and fertilizer, and class I, type A Urban erosion mat. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as N. Weston Drive, formerly Industrial Drive.

This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install temporary seed and mulch and restoration of topsoil, seed and fertilizer, and class I, type A Urban erosion matin the amount of $451.20.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 7/1/2020

Signed:

Blaze Landscape Contracting, Inc.

(Give firm name and title of signer - This waiver accepted ONLY when signed by: sole owner, co-partner, or an officer of a Corporation.)

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

P2 DEVELOPMENT COMPANY LLC
General Contracting / Construction Management

524 Technology Way. Saukville WI 53080
Phone: 262-377-7259 Fax: 262-284-6907
www.p2development.com

Warranty

We hereby warrant that the following list which we have supplied and installed at Industrial Drive/Weston Drive Mequon per Quam Engineering, LLC Plan Set dated 11/6/2019. We agree to repair or replace any or all work that proves to be defective in workmanship or materials within a period of two (2) years from our last labor date which is 6/30/2020. Contractor's warranty excludes remedy for the following: damage or defect caused by abuse; modifications not executed by the contractor and its subcontractors or suppliers; improper or insufficient maintenance; improper operation or normal wear and tear under normal usage.

- Concrete sidewalk
- Concrete curb and gutter
- Temporary seed and mulch
- Restoration (Topsoil, seed & fertilizer)
- Curb ramp detectable warning fields
- Urban Erosion Mat

Signed
Robert Baeh
P2 Development Company, LLC

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

City of Mequon

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

www.ci.mequon.wi.us **Office of Parks and Forestry**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **March 17, 2021**
SUBJECT: **RESOLUTION 3818 A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennicke and Schmit Fields During the 2021 Season in the Amount of $15,500**

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. Over time, some levels of play 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. Specifically, this additional maintenance has been performed 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. 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, City staff is recommending that the City hire a contractor for field management and maintenance at Rennicke and Schmit Fields, with 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 job description with qualifications to solicit quotes from contractors to perform field management and maintenance services. One local contractor responded, and the contractor has previously completed field maintenance at City fields for one user group. Staff is recommending approval of the contract with reimbursement from the applicable user groups.

Currently, fees for user groups are 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. The fee distribution will be based upon the distribution of field use.

The three user groups impacted by this proposal have requested this process and agree with the proposal. One of the user groups may save money with the participation in a larger contract agreement.

Fiscal Impact

The 2021 budget did not contemplate a contract for field management and maintenance. City staff is requesting authority to overspend the Parks Contracted Services account, with supplemental rental agreements from the impacted user groups to cover the cost of the contract. The fiscal impact is thus net neutral for the City.

SMB Landscape Contractors, LLC submitted a quote for $15,550 for the season. City staff will utilize the user group schedules to allocate the cost of the contract across interested 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.

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 fee that will be paid by user groups. That fee will be included in future Fee Schedules at an equitable share of the cost of the contract. 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 anticipated contributions from the various organizations and user groups to offset these added expenses in 2021.

User Group	**Cost**
Homestead High School	$6,474
MTLL/Mequon Heat	$6,308
BOSS Baseball Academy	$1,162
T-M Twins	$913
Bigler Sports	$415
Highlander Battle	$332
TOTAL:	**$15,604**

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 13, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3818

A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennicke and Schmit Fields During the 2021 Season in the Amount of $15,500

RECITALS

A. The City has rental agreements with user groups to allow for baseball to be played at both Rennicke Field at Mequon's Community Park and Schmit Field at Mequon's Rotary Park during their spring/summer season.

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 Rennicke and Schmit Fields.

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 professional services of a Maintenance and Field Manager for Rennicke and Schmit Fields.

F. The City will administer the contract terms for Maintenance and Field Manager for Rennicke and Schmit 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.

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.

H. The Park and Open Space Board and Public Works Committee recommended approval of the contract award to SMB Landscape Contractors, LLC in the amount of $15,550 and subsequent agreements with the user groups to cover that fee.

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 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

City of Mequon

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 13, 2021**
SUBJECT: **RESOLUTION 3826 A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same**

Background

In 2014, the City entered into two separate State/Municipal Agreements (SMAs) with the Wisconsin Department of Transportation (WisDOT) for the design and construction of the Highland Road Interchange. The SMA obligated the City to fund the municipal share portion of the costs, with a total obligation not to exceed $3,505,000.

The City subsequently executed an Intergovernmental Agreement (IGA) with Ozaukee County to split the municipal share portion of the costs evenly, with each party responsible for 50% of the cost.

Analysis

After execution of the SMAs, the I-43 North/South Corridor project, which includes the Highland Road Interchange, failed to receive funding through state budget approvals. Therefore, the project was delayed for several years prior to securing funding.

With the project moving forward towards construction, WisDOT requested an amendment to the SMA to address several administrative changes including:

- Consolidation of design and construction costs
- Enumeration of the Project I.D.

Modifications to the SMA also impact some of the language of the IGA. Therefore, approval of the revised SMA also requires an amendment to the IGA.

The proposed SMA is attached to this memo, as well as the proposed amendment to the IGA. A redlined markup of the original SMA is also attached to highlight the modifications to the document.

Fiscal Impact

The municipal share portion of the financial obligation remains capped at $3,475,000. The $30,000 reduction is attributed to the elimination of municipal street lighting.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution authorizing execution of the amended State/Municipal Agreement with the Wisconsin Department of Transportation for the Highland Road Interchange and subsequent authorization for the amendment to the Intergovernmental Agreement with Ozaukee County for the same.

Attachments:
Revised SMA (PDF)
IGA Amendment (PDF)
1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3826

A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same

RECITALS

A. Resolution 3205 approved the State/Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for the design of the Highland Road Interchange.

B. Resolution 3213 approved the SMA with WisDOT for the construction of the Highland Road Interchange.

C. Resolution 3226 approved the Intergovernmental Agreement (IGA) between the City of Mequon and Ozaukee County to split the municipal share cost of the SMA.

D. WisDOT has requested an administrative amendment combining the two previous SMAs and issuing a new Project I.D.: 1229-04-05/76. The amendment does not impact the fiscal responsibility assigned as the municipal share.

E. The revised SMA replaces those approved in Resolutions 3205 and 3213 and requires an amendment to the IGA approved by Resolution 3226.

F. The Public Works Committee recommended approval of the SMA and amendment to the IGA at its meeting on April 13, 2021.

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

1. The revised State/Municipal Agreement for Project I.D.: 1229-04-05/76 is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The amendment to the Intergovernmental Agreement (IGA) between the City of Mequon and Ozaukee County is approved, subject to Ozaukee County approval of the same and any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

1st REVISION **STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** *This agreement supersedes the agreement with project ID 1229-04-05 signed by the Municipality on February 21, 2014 and signed by DOT on March 4, 2014 and the agreement identified with the project ID's of 1229-0x-0x/2x/7x signed by the Municipality on May 15, 2014 and signed by DOT on May 20, 2014*	Revised Date: September 16, 2020 Date: April 8, 2014 I.D.: 1229-04-05/76 Road Name: IH 43 Limits: Highland Road Interchange County: Ozaukee Roadway Length: 0.50 Miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

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

Attachment: Revised SMA (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

TABLE 1: SUMMARY OF COSTS

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering:						
Plan Development	1	$ 600,000	$ 544,000	BAL	$ 56,000	LSUM
Real Estate Acquisition:						
Acquisition		$ -	$ -	100%	$ -	0%
Compensable Utilities		$ -	$ -	100%	$ -	0%
Construction:						
Participating	2	$ 25,500,000	$ 17,506,000	BAL	$ 7,994,000	LSUM
CSS	3, 5	$ 225,000	$ 225,000	MAX	$ -	BAL
Washington RD Intersection	4		$ -	80%	$ (4,600,000)	20%
Non-Participating	5	$ 25,000	$ -	0%	$ 25,000	100%
Total Cost Distribution		**$ 26,350,000**	**$ 18,275,000**		**$ 3,475,000**	

* See Item 9 Basis for local participation in Terms and Conditions

1 Plan development costs from State Municipal Agreement dated Nov 4, 2013 are included in municipality maximum in note 2 below

2 After STH 167/Port Washington intersection credit, Maximum Municipal Funds not to exceed $3,450,000. This Maximum is cumulative for the design and construction project phases.

3 CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 20, 2014. The CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the CSS commitment preceded the enactment of Act 55 CSS costs are allowed on the project.

4 The construction of the Highland Road Interchange will facilitate a modified design for the STH 167/Port Washington Rd. intersection that is part of the Mequon Interchange (I43/STH 57/Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide $4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a $4,600,000 credit for the Municipality.

5 Costs for CSS and Non-participating work are not included in the Municipal maximum funds.

This request is subject to the terms and conditions that follow (pages 2 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Mequon** (please sign in blue ink)

Name Title Date

Signed for and in behalf of the State (please sign in blue ink)

Name Title **SE Region Planning Chief** Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

Attachment: Revised SMA (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.

3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and Bridge width in excess of standards.

   (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Parking lane costs.

   (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to

Attachment: Revised SMA (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The work will be administered by the State and may include items not eligible for Federal/State participation.

8. The Municipality shall at its own cost and expense:

   (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.

   (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).

   (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.

   (d) Prohibit angle parking.

   (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.

   (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

   (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.

   (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.

   (i) Coordinate with the state on changes to highway access within the project limits.

   (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

   (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table1: Summary of Costs are approximate costs unless otherwise noted.

   (a) Funding for preliminary engineering, a lump sum amount of $56,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.

   (b) Funding for real estate required for standard roadway construction, 100% State

   (c) Funding for compensable utilities required for standard roadway construction, 100% State.

   (d) Funding for construction of standard roadway items, a lump sum amount of $7,994,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.

   (e) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount $225,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the

Attachment: Revised SMA (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

project limits. CSS maximum approved with previously signed SMA on May 20, 2014. CSS items are not included in the Municipal funding cap identified in 9(h) below.

(f) Funding for non-participating items 100% Municipality. Non-participating items are not included in the Municipal funding cap identified in 9(h) below.

(g) The construction of the Highland Road Interchange will facilitate a modified design for the STH 167/Port Washington Rd. intersection that is part of the Mequon Interchange (I43/STH 57/Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide $4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a $4,600,000 credit for the Municipality.

(h) After STH 167/Port Washington Road Intersection credit, Municipal funding cap not to exceed $3,450,000 for all phases identified with note 1 and 2 in Table1: Summary of costs on page 2.

[END]

Attachment: Revised SMA (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MEQUON AND THE COUNTY OF OZAUKEE

THIS AMENDMENT, entered into this _____ day of _____, 2021, by and between the City of Mequon, a municipal corporation located in Ozaukee County, Wisconsin ("the City", or alternatively, "Mequon") and Ozaukee County, a municipal corporation ("the County"), modifies the Agreement previously executed by the City and he County on June 4, 2014.

Per the request of the Wisconsin Department of Transportation (WisDOT), the original Agreement is hereby amended as follows:

Section II.A.3. is hereby created as follows:

3. At the request of the Wisconsin Department of Transportation (WisDOT), the City approved a revised State/Municipal Agreement with WisDOT by Resolution 3826 on April 13, 2021 with no fiscal impact to the Parties.

The State-let Highway Project, I.D. number referenced in Section II.B.1. is hereby repealed and replaced as follows: 1229-04-05/76.

Exhibit A is repealed in its entirety and replaced with the attached document.

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

CITY OF MEQUON

_____
John Wirth, Mayor

_____
Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

Attachment: IGA Amendment (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

Approved as to Form:

_____

Brian C. Sajdak
Mequon City Attorney

COUNTY OF OZAUKEE

_____

Lee Schlenvogt, County Board Chairman

_____

Julianne B. Winkelhorst, County Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

_____

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

_____

Rhonda Gorden
Ozaukee County Corporation Counsel

Attachment: IGA Amendment (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

State of Wisconsin

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: May 20, 2014

SUBJECT: Project Agreement

Project Number: 1229-0x-0x/2x/7x – Initial
Road Name: IH 43
Project Limits: Highland Rd Interchange
Municipality: City of Mequon, Ozaukee
Funding items: -

PROGRAM: 302

NOTES: -

The attached agreement has been approved by regional designee.

Region: SE

Attachment: 1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

This agreement supersedes the agreement with project ID 1229-04-05 signed by the Municipality on February 21, 2014 and signed by DOT on March 4, 2014 and the agreement identified with the project IDs of 1129-0x-0x/2x/7x signed by the Municipality on May 15, 2014 and signed by DOT on May 20, 2014

Date April 8 2014

I.D.: 1229-0x-0x/2x/7x 1229-04-05/76

Road Name: IH 43

Limits: Highland Rd Interchange

County: Ozaukee

Roadway Length: 0.50 Miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: As determined by project scoping

A nominal amount is included to cover items in paragraph 4

(to be adjusted in the final plan)

TABLE 1: SUMMARY OF COSTS

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:			544,000	BAL	56,000	LSUM
~~Plan Development (ID 1229-04-05)~~	~~1~~	~~$ 600,000~~	~~$ 300,000~~	~~50%~~	~~$ 300,000~~	~~50%~~
~~Plan Development (ID 1229-0x-0x)~~	~~2~~	~~$ 900,000~~	~~$ 450,000~~	~~50%~~	~~$ 450,000~~	~~50%~~
Real Estate Acquisition:				100%		0%
~~Acquisition~~	~~2~~	~~$ 1,500,000~~	~~$ 750,000~~	~~50%~~	~~$ 750,000~~	~~50%~~
~~Compensible Utilities~~	~~2~~	~~$ 100,000~~	~~$ 50,000~~	~~50%~~	~~$ 50,000~~	~~50%~~
Construction:		25,500,000	17,506,000	BAL	7,994,000	LSUM
~~Participating~~	~~2~~	~~$ 11,000,000~~	~~$ 5,500,000~~	~~50%~~	~~$ 5,500,000~~	~~50%~~
~~Bridge~~	~~2~~	~~$ 4,000,000~~	~~$ 3,000,000~~	~~75%~~	~~$ 1,000,000~~	~~25%~~
CSS	3, 5	$ 225,000	$ 225,000	MAX		BAL
~~Lighting~~	~~5~~	~~$ 60,000~~	~~$ 30,000~~	~~50%~~	~~$ 30,000~~	~~50%~~
STH 167/Port Washington Rd Inter	4	$ -	$ -	80%	$ (4,600,000)	~~Credit~~ 0%
Non-Participating	5	25000	$ -	0%	$ 25,000	100%
Total Cost Distribution:		~~$ 18,410,000~~ 26,350,000	~~$ 10,305,000~~ 18,275,000		~~$ 3,505,000~~ 3,475,000	

*See Item 9 Basis for local participation in Terms and Conditions

1 Plan development costs from State Municipal Agreement dated November 4 2013 are included in Municipality maximum in note 2 below

2 After STH 167/Port Washington intersection credit, maximum Municipal Funds not to exceed $3,450,000. This maximum is cumulative for all project phases. ~~Construction and state funding is contigent upon enumeration in the Majors Program.~~

CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 20, 2014. The CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the CSS commitment preceded the enactment of Act 55 CSS costs are allowed on the project.

3 ~~Community Sensitive Solutions (CSS) - maximum State/Federal funds $225,000, any amount that exceeds this maximum is to be funded with 100% Municipal funds.~~

4 ~~The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 /Port Washington intersection as part of the Mequon Interchange by $4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a $4.6 million credit for the Municipality.~~

The construction of the Highland Road intersection that is a part of the Mequon Interchange (I43/STH 57/ Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide $4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a $4,600,000 credit for the Municipality.

5 Costs for lighting, CSS, and Non-participating work are not included in the Municipal maximum funds

Attachment: 1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland

5

This request is subject to the terms and conditions that follow (pages 2 – ~~4~~) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Mequon** (please sign in blue ink)		
Name [signature]	Title Mayor	Date 5-15-14
Signed for and in behalf of the State (please sign in blue ink)		
Name [signature]	Title SE REGION PLANNING CHIEF	Date 5/20/14

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.

3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and

Attachment: 1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland

traffic signals or devices. Alteration may include salvaging and replacement of existing components.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and Bridge width in excess of standards.

   (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Parking lane costs.

   (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The work will be administered by the State and may include items not eligible for Federal/State participation.

8. The Municipality shall at its own cost and expense:

   (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.

   (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.(CSS).

   (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.

   (d) Prohibit angle parking.

   (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.

   (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

   (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.

   (h) Maintain all community sensitive solutions (CSS) and/or enhancement funded items.

   (i) Coordinate with the state on changes to highway access within the project limits.

   (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around

Attachment: 1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland

the project.

(k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.

a) Funding for preliminary engineering~~; 50% State and 50% Municipality, based on the cost share policy for new access. Preliminary engineering will be included in the Municipality funding cap identified in 9(k) below.~~ , a lump sum amount of $56,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.

b) Funding for real estate required for standard roadway construction~~; 50% State and 50% Municipality, based on the cost share policy for new access. Real Estate will be included in the Municipality funding cap identified in 9(k) below.~~ , 100% State

c) Funding for compensable utilities required for standard roadway construction~~; 50% State and 50% Municipality, based on the cost share policy for new access. Compensable utilities will be included in the Municipality funding cap identified in 9(k) below.~~ , 100% State.

d) ~~Funding for the bridge is 75% State and 25% Municipal. This cost share was derived from the combination of these two cost share elements: (1) State funding 100% of the reconstruction of the current bridge footprint. (2) State funding 50% and Municipal funding 50% of the extra bridge width required for the construction of the interchange. Bridge funding will be included in the Municipality funding cap identified in 9(k) below.~~

e) Funding for construction of standard roadway items; 50% State and 50% Municipal, based on the cost share policy for new access. Standard roadway items will be included in the Municipality funding cap, identified in 9(k) below.

f) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount $225,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS is not included in the Municipal funding cap identified in 9(k) below.

g) Funding for street lighting; 50% State and 50% Municipal, based on cost share policy. Street lighting is not included in the Municipal funding cap identified in 9(k) below.

h) Funding for non-participating items 100% Municipality. Non-participating items are not included in the Municipal funding cap identified in 9(k) below.

i) The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 and Port Washington Road Intersection by $4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a $4.6 million credit for the Municipality.

j) In the event that the Municipality is able to obtain other funding for the construction of the Highland Road approach to the bridge, that work will be removed from the project total cost and will not be included in the 50% Municipal cost share.

k) After STH 167/Port Washington Road Intersection credit, Municipal funding cap not to exceed $3,450,000 for all phases identified with note 2 in Table1: Summary of Costs on page 1.

[END]

Attachment: 1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works**

TO: **Common Council**
FROM: **Tim Weyker, Deputy Director of Public Works**
DATE: **April 5, 2021**
SUBJECT: **RESOLUTION 3827 A Resolution Awarding a Contract for HVAC Preventative Maintenance Services During the Period May 1, 2021 - April 30, 2022 to Dillett Mechanical Services, Waukesha, Wisconsin in the Amount of $21,168**

Background

The City maintains a contract with an HVAC (heating, ventilation, and air conditioning) firm to address preventative maintenance across various City buildings. Preventative maintenance contracts for HVAC have been administered by the City for over 30 years. The existing contract is set to expire at the end of April 2021, therefore staff sent out an RFP (Request-for Proposals) in anticipation of the new contract cycle.

Per the RFP, preventative maintenance and repairs may include but not be limited to: pneumatic control systems, electronic control systems, digital control systems, industrial chillers, commercial size boilers, commercial air handling units, residential furnaces, control air compressors, electric and hot water modine units, electric and gas water heaters, and VAV (variable air volume) boxes.

Analysis

The contract resulting from the award of this RFP shall commence on May 1, 2021 and continue through April 2022 with an option to extend for two, one-year terms for a total extension of twenty-four (24) months. This contract is billed monthly and may be terminated by either party with (30) thirty days prior written notice. The City received two proposals in response to the RFP. Both contractors have previously provided preventative services to the City in the past.

A summary of those proposals are as follows:

Contractor/Vendor	1st Year Cost	2nd Year Cost	3rd Year Cost	Emergency Rate
Dillett Mechanical Service	$21,168	$21,168	$21,804	$115/hour
J.F. Ahern	$33,805	not given	not given	$157 & $188/hr.

As a possible cost saving measure, the RFP also requested a quote for this contract excluding labor costs for belt & filter replacement. The costs shown below assume Buildings Division staff would replace belts and filters.

Costs if City Staff Replace Belts & Filters

Contractor/Vendor	Contract Cost	Yearly Savings

Dillett Mechanical Service	$19,716	$1,452
J.F. Ahern	$26,741	$7,064

The current, expiring HVAC preventative maintenance contract with J.F. Ahern has an annual cost of $34,332. Awarding the new contract to Dillett Mechanical Service represents an annual cost savings of $13,164 which is a greater cost savings than if City staff replaced belts and filters. At the time of this analysis, Buildings Division staffing has been reduced from three people to one person due to vacancies created by retirements. Until such time that the Buildings Division is back at full force, staff recommends awarding the HVAC Preventative Maintenance Services contract to include the contractor/vendor replacing all belts & filters. The proposal from Dillett Mechanical Service ranked higher based on the parameters laid out in the RFP, namely on "proposal requirements" and "cost of services" criteria. Please see attached proposal from Dillett Mechanical Service.

Fiscal Impact

Annual costs are outlined in the Analysis Section of this memorandum. Award of the recommended contract represents an annual cost savings of $13,164. Adequate funding is available in account 110326-683201 (Building Maintenance - Contracted Services) for award of this contract.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding a contract for HVAC Preventative Maintenance Services to Dillett Mechanical Service, of Waukesha, Wisconsin for a 2021/2022 contract cost of $21,168. Staff also recommends that upon successful execution of this contract in 2021/2022, staff is authorized to extend the contract up to two years, should performance be deemed satisfactory by City staff.

Attachments:
Dillett Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3827

A Resolution Awarding a Contract for HVAC Preventative Maintenance Services During the Period May 1, 2021 - April 30, 2022 to Dillett Mechanical Services, Waukesha, Wisconsin in the Amount of $21,168

RECITALS

A. Retention of a licensed HVAC (Heating, Ventilation, and Air Conditioning) contractor for preventative maintenance services for City facilities was identified as part of the FY 2021 Building Maintenance budget adopted by the Common Council.

B. Staff received two proposals for HVAC preventative maintenance services.

C. Staff evaluated the proposals and recommended the proposal from Dillett Mechanical Service, Waukesha, WI for the annual cost of $21,168.

D. Staff further recommends upon successful execution of the 2021/2022 preventative maintenance services contract that staff be authorized to extend the contract for up to another two years, based upon satisfactory performance.

E. Adequate funds are available in the Building Division contracted services account #110326-683201.

F. The Committee on Public Works, at its meeting on April 13, 2021 approved staff's recommendation.

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

1. The 2021/2022 HVAC Preventative Maintenance Services contract is awarded to Dillett Mechanical Service of Waukesha, Wisconsin in an amount of $21,168 which will be billed monthly for the period of May 1, 2021 to April 30, 2022 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 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

DILLETT MECHANICAL

COMMERCIAL / INDUSTRIAL / HVAC

DILLETT MECHANICAL SERVICE
21625 DORAL ROAD
WAUKESHA, WI 53186
BUS. (262) 650-0770
FAX (262) 650-0880
www.dillettmechanical.com

3/29/21

Mequon Facilities Preventative Maintenance 2021

Dear Mequon Facilities Personnel,

Dillett Mechanical greatly appreciates the opportunity to bid the preventative maintenance contract. We have taken care of your facilities and equipment in the past and look forward to the possibility of providing those services again soon. I would recommend the city investigate what the maintenance and repair cost that Dillett Mechanical billed the city for the years that we were under contract vs contractors prior to or after us. I know that we operate with our clients' costs in mind and the historic yearly expenses should reflect that. Dillett provided this service from 2013-2017.

Dillett Mechanical Service is pleased to provide you with the following information:

Dillett Mechanical Employees:

- Administrative Office employees 4 full time
- Shop employee 3 full-time
- Sales 4 full time
- Management 4 full time
- Journeyman Service Technicians 25 full-time, 2 part-time
- Apprentices for refrigeration service 9 full-time

Resources that would be assigned to Mequon Facilities Contract and Service

Lead Technician: Owen Couch (General Foreman)
Experience: 12 years
Owen is a very well-rounded technician that has worked in many different commercial/industrial facilities throughout his years in the trade. He has worked on a wide variety of HVAC systems including; roof top units, chillers, boilers, control systems both pneumatic and digital and many more. He has experience and detailed knowledge of the Mequon Facilities account as he has spent many years servicing this account in the past. He is extremely reliable and would be a great lead to handle all the HVAC related needs at your facilities.

Back up Technician: Dave Bergeron (Journeyman)
Experience: 12 years
Dave is well versed in a variety of HVAC systems both new and old. He has experience with roof top units, chillers, boilers, control systems both pneumatic and digital and many more. Dave would be an excellent back up technician for all the Mequon facilities HVAC needs.

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

Lower Priced Technician for coil cleaning and other tasks: Dustin Ottman (Apprentice)
Experience: 5 years
Dustin has been with Dillett Mechanical as an apprentice for the past 5 years. He came to us from working in facilities in house for 5 years. He is well versed in all types of HVAC equipment both new and old and will be a great person to help Owen with the less skilled tasks such as cleaning coils.

Preventive Maintenance Experience

Dillett Mechanical Service has hundreds of preventative maintenance contracts throughout the State of Wisconsin. We feel that preventative maintenance and service has always been the cornerstone of our organization. We excel at saving our clients' money through optimizing systems to perform in the most efficient way possible. We also enjoy working with facility's personnel to project future budget numbers for equipment in need of replacement. This is what we do best and the following are a few references of contracts that we have that are similar to the Mequon Facilities:

References

Village of Whitefish Bay
5300 N. Marlborough Dr. Whitefish Bay, WI 53217
Contact: John Kearns 1-414-870-1985
Dillett Mechanical Service has a very similar contract with the Village of Whitefish Bay

Village of West Milwaukee
4755 W. Beloit Rd. West Milwaukee, WI 53214
Contact: James Stenzel, 1-414-645-5411
Dillett Mechanical Service has a very similar contract with the Village of West Milwaukee

Village of Hartland
201 Cottonwood Ave. Hartland, WI 53029
Contact: Tim Rhode 1-262-367-2714
Dillett Mechanical Service has a very similar contract with the Village of Hartland

Thank you for taking the time to consider Dillett Mechanical Service, Inc. We are a full-service Heating, Ventilating, & Air Conditioning (HVAC) company. Our specialty is working with our customers in the repair, maintenance and design of their commercial and industrial HVAC systems.

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

Dillett Mechanical Service, Inc. understands the meaning of service. The following is what you can expect from us:

- Emergency service available 24 hours a day, 7 days a week. (CALL (262) 650-0770)
- If you request emergency service, we will guarantee a technician is dispatched within your requitement
- Our service technicians are fully qualified, and factory trained to diagnose and repair your HVAC systems
- You will be assigned (1) one primary mechanic that you can call directly for service
- We will check-in and out with your authorized representative
- We will look and conduct ourselves in a professional manner
- We will clearly explain any service problem(s) and the necessary procedure to resolve them in the most economical way
- We are willing to work with your personnel to get your problems resolved. This will include for your staff: on-site training, lending of our specialty tools to enable them to do more in-house work, and answering all of their questions
- We would be pleased to develop CUSTOM Preventative and Predictive Maintenance Programs allowing our technicians to work more closely with your personnel
- Our rates will be competitive with the industry standards
- We will follow your billing instructions
- We will deal with you honestly and maintain the highest degree of integrity

We are confident that if given the opportunity, you will be satisfied with the results. We specialize in becoming partners in the maintenance and repair of your HVAC systems. This approach saves you money and your HVAC systems will operate more reliably. We have included a list of the services that we provide to help you better understand our capabilities.

Thank you for considering Dillett Mechanical Service, Inc. If you have any questions, please feel free to contact me at: **(262) 650-0770** or on my mobile phone at: **(414) 870-1878.**

Sincerely,
Dillett Mechanical Service, Inc.

Mike Dillett

Digitally signed by Mike Dillett
DN: C=US, E=miked@dillettmechanical.com, O="Dillett Mechanical Service ", OU="Service Group ", CN="Mike Dillett "
Date: 2021.03.30 08:16:17-05'00'

Mike Dillett
Service Manager

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

DILLETT MECHANICAL

DILLETT MECHANICAL SERVICE
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COMMERCIAL / INDUSTRIAL / HVAC

March 29, 2021

City of Mequon
Attn: **Timothy J. Weyker**
Deputy Director of Public Works
11333 North Cedarburg Road
Mequon, WI 53092

Dear Tim,

Dillett Mechanical Service, Inc. is pleased to provide pricing to perform preventative maintenance on the HVAC equipment at the following facilities from the contract dates of May **1st, 2021 to April 2022.**

~Job scope:
>Provide preventative maintenance at the **City Hall location:**
Monthly Recurring Cost..... $381
Yearly cost of $4,572
Labor to complete the required maintenance task.....41 hours

>Provide preventative maintenance at the **East Side Fire Station:**
Monthly Recurring Cost..... $145
Yearly cost of $1,740
Labor to complete the required maintenance tasks.....16 hours

>Provide preventative maintenance at the **DPW Shop location:**
Monthly Recurring Cost..... $286
Yearly cost of..... $3,432
Labor to complete the required maintenance tasks.....26 hours

>Provide preventative maintenance at the **River Barn location:**
Monthly Recurring Cost..... $19
Yearly cost of..... $228
Labor to complete the required maintenance tasks..... 2 hours

>Provide preventative maintenance at the **Rotary Park location:**
Monthly Recurring Cost..... $19
Yearly cost of..... $228
Labor to complete the required maintenance tasks.....2 hours

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

>Provide preventative maintenance at the **Reuter Pavilion location:**
Monthly Recurring Cost..... $19
Yearly cost of..... $228
Labor to complete the required maintenance tasks.....2 hour

>Provide preventative maintenance at the **Safety Building location:**
Monthly Recurring Cost..... $745
Yearly cost of..... $8,940
Labor to complete the required maintenance tasks.....79 hours

>Provide preventative maintenance at the **City Pool location:**
Monthly Recurring Cost..... $150
Yearly cost of..... $1,800
Labor to complete the required maintenance tasks.....16 hours

Totals for all Mequon facilities 2021

Monthly Recurring Cost..... $1,764
Yearly cost of..... $21,168
Labor to complete the required maintenance tasks.....184 hours

Total for all Mequon Facilities 2022
Monthly Recurring Cost..... $1,764
Yearly cost of..... $21,168
Labor to complete the required maintenance tasks.....184 hours

Total for all Mequon Facilities 2023
Monthly Recurring Cost..... $1,817
Yearly cost of..... $21,804
Labor to complete the required maintenance tasks.....184 hours

Cost change if the City of Mequon changes the filters and belts

Having the City of Mequon replace the filters and belts does not change the numbers at several locations. This is due to the number of filters and belts needed to be changes is not significant enough to justify a change. We will already have the panels open and making the change will be easy for us at that point. Below are the locations that there would be cost savings if Mequon were to change the filters and belts.

>Provide preventative maintenance at the **City Hall location:**
Monthly Recurring Cost..... $342
Yearly cost of $4,104
Labor to complete the required maintenance task.....37 hours

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

>Provide preventative maintenance at the **Safety Building location:**
Monthly Recurring Cost…… $692
Yearly cost of…… $8,304
Labor to complete the required maintenance tasks……72 hours

>Provide preventative maintenance at the **DPW Shop location:**
Monthly Recurring Cost…… $257
Yearly cost of…… $3,084
Labor to complete the required maintenance tasks……23 hours

Emergency service labor rate 2021…… $115 per hour ST.

Notes:
~ The above price includes all tasks listed on the RFP dated 3/15/2021
~ The above price is valid for 30 days
~ The above price is based on straight time hours
~ The above price includes the cost of scissors lifts for multiple locations

Thank you for the opportunity to be of service. If you have any questions or concerns, please feel free to contact me on my cell at 414-870-1878 or the office at 262-650-0770.

Sincerely,
Dillett Mechanical Service, Inc.

Mike Dillett
Digitally signed by Mike Dillett
DN: C=US, E=miked@dillettmechanical.com, O="Dillett Mechanical Service ", OU="Service Group ", CN="Mike Dillett "
Date: 2021.03.30 08:17:31-05'00'

Mike Dillett
Service Manager

Accepted Purchaser:

By: _____

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works**

TO: **Common Council**
FROM: **Tim Weyker, Deputy Director of Public Works**
DATE: **April 5, 2021**
SUBJECT: **RESOLUTION 3828 A Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller from Centex Equipment Sales of Early, Texas for a Total Cost of $39,000**

Background

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

The equipment purchase/replacement presented in the attached resolution represents only the first of the proposed purchases for 2021. Additional equipment replacements will be brought forward for consideration at future meetings. This purchase is to replace Unit 339 (1961 Bros Rubber Tire Roller). The 60-year-old roller has reached the end of its useful life and is considered unsafe to operate. The steering and braking systems on this roller are worn out and prone to failure at any time. Due to its age, parts for this roller are becoming very difficult to find. This vintage roller also did not have many of the safety features found on newer rollers. Of major concern is the lack of any roll over protection for the operator since this machine is often operated along the sides of our roads near steep ditches and embankments.

Analysis

The function of this machine is vital for compaction efforts while shouldering roads and grading and compacting Hawthorne Road. Because the use of this machine is seasonal, and considering the limited hours put on the machine every year, staff has determined that this replacement does not require a new machine, but rather only requires updating the machine to a newer model with the necessary safety features and extended useful life. Staff is recommending a 2016 Dynapac CP142 nine-wheel rubber tire roller. A comparable new 2021 roller in this class is a Dynapac CP1200 which retails for $77,600. Staff has obtained several other comparable used equipment quotes (see attached) but feels that the 2016 model's condition combined with the current low 376 hours on the machine make it the best value overall.

Fiscal Impact

The cost for this roller is $36,500 plus $2,500 for delivery for a total of $39,000. There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 for this purchase as recommended. The old unit will be sold on the

Wisconsin Surplus Online Auction with the proceeds going back to the equipment replacement account.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution approving the purchase of a 2016 Dynapac CP142 nine-wheel rubber tire roller from Centex Equipment Sales, Early, Texas for $39,000.

Attachments:
2016 Dynapac (PDF)
New Dynapac (PDF)
2009 Dynapac (PDF)
2015 Dynapac (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3828

A Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller from Centex Equipment Sales of Early, Texas for a Total Cost of $39,000

RECITALS

A. The DPW Highway Division utilizes a rubber tire roller for compaction during road shouldering operations and when grading and compacting Hawthorne Road.

B. The current City unit 339 is a 1961 model that is no longer dependable, is difficult to get repair parts for, and lacks desired safety features.

C. The DPW Fleet Division received price quotations for several replacement options including both new and used models, and has determined that the most cost beneficial model is a 2016 Dynapac CP142 nine wheel rubber tire roller with under 400 hours from Centex Equipment Sales in Early, Texas for a delivered cost of $39,000.

D. Adequate funds are available in the Department of Public Works equipment replacement fund, Account # 410787-725012-10359.

E. The Committee on Public Works, at its meeting on April 13, 2021 approved staff's recommendation.

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

1. Staff is authorized to purchase a 2016 Dynapac CP142 nine wheel rubber tire roller from Centex Equipment Sales in Early, Texas for a delivered cost of $39,000, including executing any necessary contractual documents which are subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

2016 DYNAPAC CP142



GBP **£26,207**

Price entered as: USD $36,500

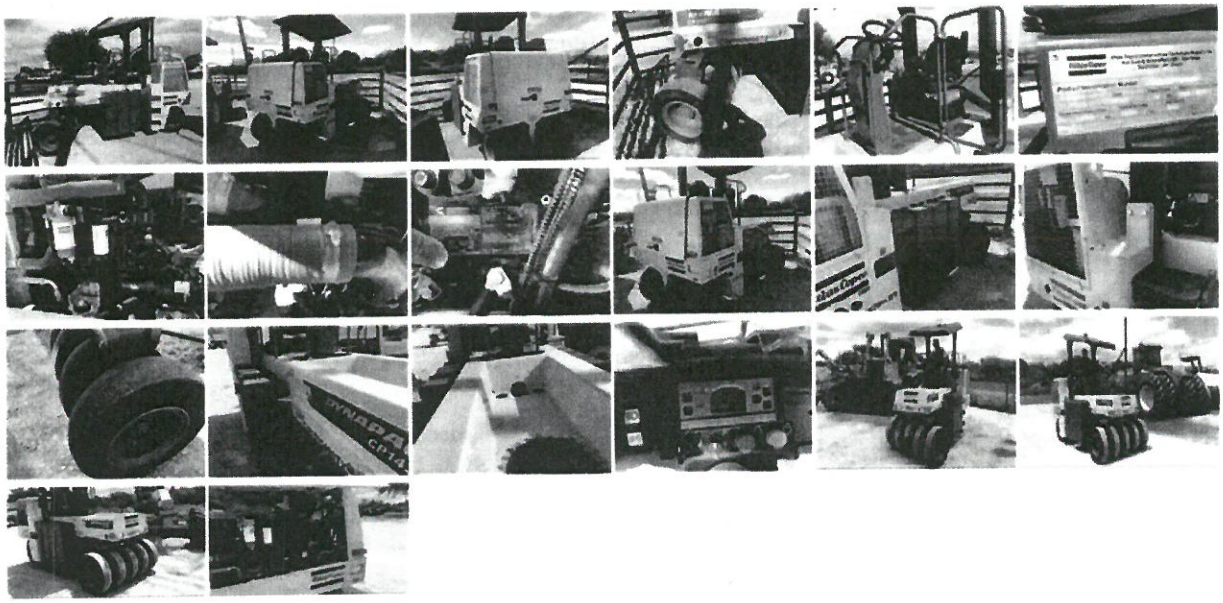
Seller Information

Centex Equipment Sales
Early, Texas, USA 76802

Phone: +1 817-480-2095
Contact: Quade Driskill

Video Chat With This Dealer

Machine Location:
3755 Hwy 84 East
Early, Texas, USA 76803



Hide Thumbnails

Description

like new 9 wheel roller cummins diesel like new

Specifications

Year	2016	**Manufacturer**	DYNAPAC
Model	CP142	**Hours**	376
Condition	Used	**ROPS**	Open

Attachment: 2016 Dynapac (RESOLUTION 3828 : 2021 DPW Equipment Replacement Program - Rubber Tire Roller)

Dynapac CP1200

Pneumatic rollers

NEW $77,612.00



Technical data

Masses

Operating mass (incl. ROPS)	12,200 lbs
Operating mass (incl. Cab)	12,900 lbs
Mass with max. ballast	26,700 lbs

Propulsion

Transmission	Hydrostatic, direct drive motors at rear tires
Theor. gradeability	30 %
Speed range	0-10 mph

Compaction

Rolling width	69 in
Tire overlap	0.5 in
Wheel loads, without ballast	1,367 lbs
Wheel loads, with max. ballast	2,954 lbs
Tire pressure, min	35 psi
Tire pressure, max	120 psi
Tire type (smooth)	7.50-15, 14 ply
Water spray system, type	Pressurized, electric pump
Water spray system, tank capacity	92 gal
Water spray system, spray nozzle	one per tire
Number of tires	5 front, 4 rear
Wheel oscillation (°)	±3

Engine

Manufacturer/Model	Cummins QSF 2.8 (Stage IIIB/Tier 4final)
Rated power, SAE J1995	74 hp @ 2,200 rpm
Type	Water cooled turbo Diesel
Fuel tank capacity	34 gal
Electrical system	12 V

Engine

Manufacturer/Model	Cummins QSB 2.8 (Stage IIIA/Tier 3)
Rated power, SAE J1995	55 kW (74 hp) @ 2,200 rpm
Type	Water cooled turbo Diesel

Hydraulic system

Driving	Axial piston pump with variable displacement. Axial piston motors with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrost. braking on drive wheels (rear)
Parking/Emergency brake	Failsafe multidisc brake in rear axle.

Attachment: New Dynapac (RESOLUTION 3828 : 2021 DPW Equipment Replacement Program - Rubber Tire Roller)

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability

2009 DYNAPAC CP142 For Sale In Colton, California



For Sale Price: $32,500

Rental Prices:

View Rental Prices

Contact Information

Dorado Equipment Corp.

Colton, California 92324

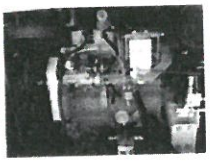
Phone: (909) 383-9535

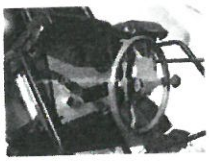
WhatsApp: Message

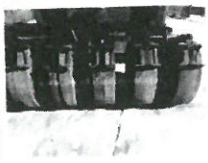
Video Chat With This Dealer

Contact: Guy Dabney







Specifications

Year	2009	**Manufacturer**	DYNAPAC
Model	CP142	**Condition**	Used
Hours	1180	**Operating Weight**	28,500 lb
Rolling Width	69 in	**Stock Number**	417

Attachment: 2009 Dynapac (RESOLUTION 3828 : 2021 DPW Equipment Replacement Program - Rubber Tire Roller)

2015 DYNAPAC CP142 For Sale In Fort Worth, Texas



For Sale Price: $46,000

Contact Information

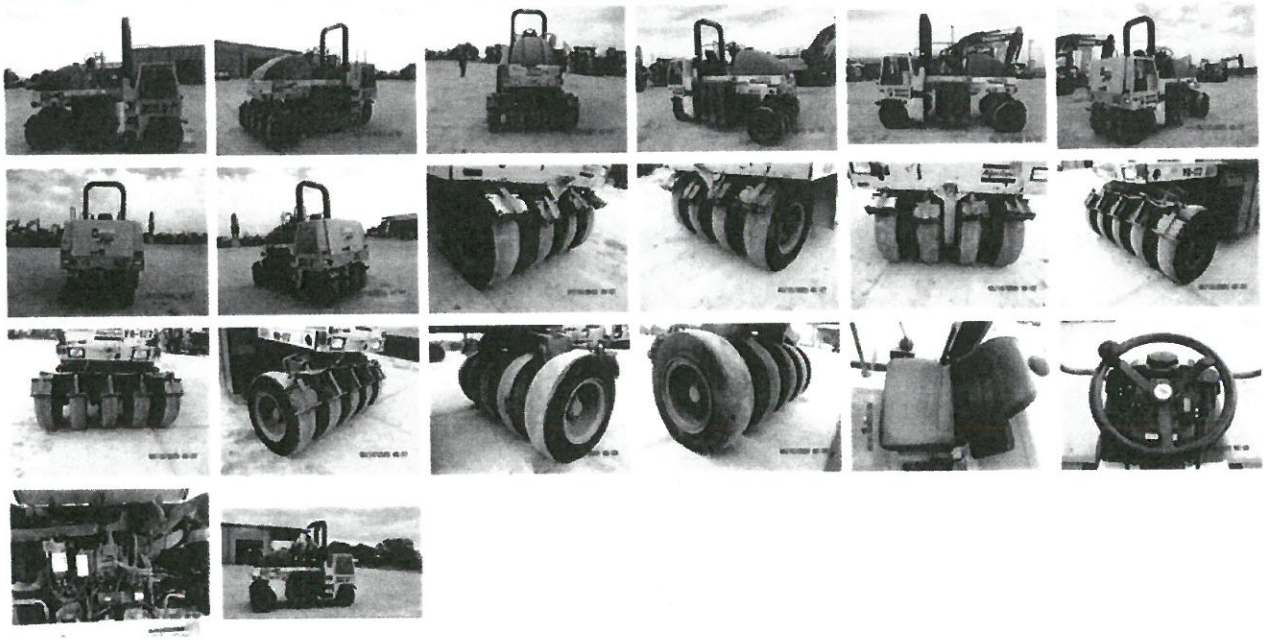
STAR TRACTOR

Fort Worth, Texas 76106

Phone: (817) 441-2888

Video Chat With This Dealer

Contact: Don Larson



Description

OROPS, 9 wheel pneumatic roller

Attachment: 2015 Dynapac (RESOLUTION 3828 : 2021 DPW Equipment Replacement Program - Rubber Tire Roller)

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3829 A Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19**

Background

In 2020, the City operated the Mequon Community Pool and the Park System under modified protocols to address the public health impacts due to COVID-19. In early 2021, the City extended the 2020 policy temporarily, to allow for an evaluation of current public health department recommendations.

Staff proposes the implementation of Standard Operating Procedures (SOPs) to bridge the policy restrictions of 2020 and the reopening once public health concerns related to COVID-19 are mitigated. The goal is to establish SOPs which naturally sunset or lift as the case burden related to COVID-19 dissipates. The City has an obligation to protect the public and its staff in the operation of the pool and park system. With an increase in vaccinations and a decrease in COVID-19 case burden, the goal would be for all modified operations to gradually lift and return to those of pre-2020 seasons. The proposed SOPs allow for those restrictions to be lifted or eliminated without further action by the Common Council.

Analysis

In the proposed SOPs, the only remaining restriction relates to capacity. The language proposes that the capacity restriction will follow the recommendations of the Washington Ozaukee Public Health Department, as restricted in 2020. Staff notes that the capacity restriction at the pool did not impact 2020 operations and staff was not required to turn away patrons. While staff recommends that the capacity restriction remain in place for the safety of staff and patrons, it does not anticipate that it will be an overly burdensome restriction and may not impact operations at all. The diving wells will be open, chairs on the pool deck and other normal operating conditions will resume.

The capacity restriction does impact the indoor pavilion rentals. Outdoor rentals and events are not restricted by capacity restrictions. Capacity does impact some events and rentals, although the volume of rentals is already higher than 2020.

After winter meetings with most of the user groups that utilize the City's athletic fields, the City's proposed SOPs are less restrictive than that of the user groups themselves. Staff is not proposing restrictions on league play or tournaments.

The SOPs do carry over several best management practices as they relate to navigating use of the pool and park system. Restricting symptomatic patrons, contact tracing and encouragement of good health practices remain. Those sunset as the case burden decreases.

Staff provided guiding questions should the Public Works Committee or Common Council have in interest in reviewing the transition between the 2020 policy and the proposed SOPs.

Fiscal Impact

Under the proposed SOPs, pool revenue should stabilize. It is difficult to determine whether patrons will limit attendance in 2021 due to public health concerns, but staff is not proposing restrictions that would impact revenue. To eliminate the mid-day closure implemented in 2020 to allow for sanitation, staff is proposing retaining a Sanitizer position. The Sanitizer was not budgeted, and therefore the resolution includes authorization to overspend the pool salaries (estimated at $5,000) account. When the case burden stabilizes and a Sanitizer is no longer required, the salary will no longer be required.

The capacity restriction may impact park revenues from pre-COVID-19 seasons, but this was accounted for in the revenue projections in the FY2021 budget. It is difficult to measure the loss in rentals due to capacity restrictions, as opposed to normal operations. With several special events returning to the parks in 2021 and reduced restrictions on user groups, park revenue will move closer to stabilizing.

Recommendation

Staff recommends that the Public Works Committee and Common Council approve the resolution transitioning pool and parks operations from the previous policy to SOPs which sunset as the impacts due to COVID-19 decrease. The Public Works Committee and Common Council should review the attached documents and take action on one of the following:

1. Approve the proposed resolution which transitions from the restrictions included in the 2020 policy towards full reopening (staff recommendation).
2. Amend the resolution to adopt the 2020 policy as previously implemented (Exhibits A, B and C).
3. Table the resolution and provide feedback to staff on requested amendments or considerations to be included in a revised resolution to be presented at the May meeting.
   Staff provided a series of guiding questions in the packet should the Public Works Committee or Common Council require further discussion on potential provisions and/or restrictions to be incorporated into the SOPs.
4. Deny the resolution and either allow the temporary extension of the policy to expire, or request that staff return with a resolution eliminating all restrictions.

Attachments:
Pool SOP COVID-19 (PDF)
Parks (User Group) SOP COVID-19 (PDF)
Parks (Facilities) SOP COVID-19 (PDF)

Exhibits A B C (2021) (PDF)
Pool Guiding Questions (PDF)
Parks (User Groups) Guiding Questions (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3829

A Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19

RECITALS

A. COVID-19, a novel strain of coronavirus, was detected in December of 2019 and has subsequently spread throughout numerous countries and the United States, including Wisconsin.

B. On May 27, 2020, the Common Council of the City of Mequon adopted a 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19.

C. On June 2, 2020, the Common Council of the City of Mequon amended Exhibit B of the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 to allow for user group league play and tournaments.

D. One June 24, 2020, the Common Council of the City of Mequon amended Exhibit A of the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 to amend the fee schedule and operation of the Mequon Community Pool.

E. On February 9, 2021, the Common Council of the City of Mequon adopted the language of the 2020 Policy as the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 pending further action of the Council.

F. Health organizations have issued guidelines for reopening recreation and amusement facilities, such as parks and pools.

G. Those guidelines continue to evolve and reduce restrictions as more members of the public are vaccinated and the COVID-19 case burden decreases.

H. Staff seeks to replace the 2021 Policy with a set of Standard Operating Procedures that maintain basic parameters required to keep staff and the public safe while utilizing the Mequon Community Pool and Parks System which, when implemented, will establish a bridge between the previous policy restrictions and complete reopening of the facilities.

I. Staff made the recommendation to the Public Works Committee.

J. At its meeting on April 13, 2021, the Public Works Committee approved staff's recommendation.

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

1. The 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 is hereby repealed and replaced with the Standard Operating Procedures outlined below.

2. Pool. The Mequon Community Pool shall be open.

(a) Staff will implement the attached City of Mequon Community Pool Standard Operating Procedures Due to COVID-19 until no longer required, as defined by the termination clause of the Standard Operating Procedures.

(b) In order to eliminate the mid-day closure and facilitate proper sanitation, Account 110472 670101, Pool Salaries may be overspent to accommodate the seasonal salary for a Sanitizer, in accordance with the Mequon Community Pool Standard Operating Procedures Due to COVID-19.

3. Parks. The public shall continue to be encouraged to use the City's parks.

(a) Staff will implement the attached City of Mequon Parks User Group Standard Operating Procedures Due to COVID-19 until no longer required, as defined by the termination clause of the Standard Operating Procedures.

(b) Staff will implement the attached City of Mequon Parks Facilities and Pavilion Standard Operating Procedures Due to COVID-19 until no longer required, as defined by the termination clause of the Standard Operating Procedures.

4. If the risks or public health and safety concerns surrounding COVID-19 change to the extent that the uses described above cannot operate safely or meet prevailing guidelines, some or all of the allowances may be repealed by the Common Council. If modified or repealed, the City shall not be responsible for financial hardships of individuals or entities that may be impacted by the change.

_____

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

CITY OF MEQUON
MEQUON COMMUNITY POOL
STANDARD OPERATING PROCEDURES DUE TO COVID-19

1. Risk. Despite the City's best efforts to provide a safe environment at the Mequon Community Pool, even with the guidelines outlined, there is risk of potential exposure to COVID-19 if attending or swimming at the pool. Signs will be posted to educate users of that risk until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
2. Symptomatic Persons Prohibited. Symptomatic patrons or staff shall not enter the pool and should stay home. If someone becomes symptomatic while at the pool, they shall notify the bath house attendant and then leave immediately.
3. Temperature Checks. Staff and patrons shall be required to have a temperature check at the entrance prior to entering the pool area. Staff and patrons with elevated temperatures at 100.4º F or above are prohibited from entering the pool area that day. Temperature checks will be required until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
4. Social Distancing. Unless patrons are members of the same household, attendees shall distance themselves in accordance with current CDC guidelines. Violators will be asked to leave the pool for the day. Multiple violations may result in restriction from attending the Mequon Community Pool for the remainder of the 2021 season. No refunds will be provided. Social Distancing will be required until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
5. Face Coverings. Unless the patron is in the pool, or preparing to enter the pool, patrons are encouraged to use face coverings. Staff is required to wear face coverings, unless it prevents proper execution of duties (i.e., life saving measures). The staff face covering requirement shall remain in place until the City of Mequon modifies or releases the requirement for staff and City facilities.
6. Contact Tracing. Patrons shall provide their contact information prior to entering the pool area. Contract tracing is required until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
7. Capacity. Attendance including staff shall be limited to the Capacity Recommendations of the Washington Ozaukee Public Health Department for Outdoor Recreation – Amusement Parks, Waterparks, Pools. Patrons who arrive at the pool after the maximum capacity has been reached shall be denied entry.
8. Pool deck. The City will provide chairs or tables on the pool deck. Patrons must turn the chairs over prior to leaving the pool, when their time at the pool has ended, indicating that the chairs require sanitizing. Only staff may return the chairs to an upright position after sanitizing. Chair sanitation is no longer required once the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
9. Lap Swimming. One patron per lane at a time for lap swimming. Patrons shall attempt to swim in the middle of the lane to allow for maximum distance between heads (approximately 7 feet). Lap swimming restrictions are no longer required once the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
10. 2021 Admittance.

Attachment: Pool SOP COVID-19 (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

a. Season Pass. Purchase of a season pass does not guarantee entry to the pool. Due to capacity limitations and weather conditions, a season passholder may not be granted entry. Purchase of the season pass is at the risk of the passholder and does not guarantee a minimum number of sessions. The season pass is non-refundable, and no discounts will be issued. Passholders shall sign an acknowledgement prior to purchase.
b. Re-Entry. Once a patron is admitted for a day, he or she may leave the pool area and receive a wristband for re-entry on the same day. Re-entry is not guaranteed and may not be granted due to capacity limitations or weather conditions. Patrons of the first may use the wristband to enter the pool for the second session.

11. Alternate hours for at risk patrons. On Tuesdays and Thursdays, the first hour of operation after swim lessons, if any, shall be reserved for adults over the age of 50. Staff may reduce the number of days of these alternate hours, or eliminate them, if staff determines, in its reasonable discretion, that usage does not warrant this accommodation.
12. Staff. If the City is unable to provide the required staffing levels on any given day, the Mequon Community Pool will be closed for that day.
    a. Exposure. If any staff member of the Mequon Community Pool receives notification of exposure to a person positive for COVID-19, the staff member may not return to work until quarantine and/or testing protocol is completed.
    b. Confirmed COVID-19 Positive. If any staff member of the Mequon Community Pool tests positive for COVID-19, the staff member shall notify the City of Mequon so that contact tracing can be completed. The staff member may not return to work until quarantine and/or testing protocol is completed.
    c. Sanitizer. The City will employ personnel responsible for sanitizing the pool equipment including, but not limited to lifeguard chairs, bathrooms, handrails for ladders, and other common pool elements. The number of sanitizers will be based upon the number of facilities open for the season. A sanitizer will be required during pool hours until COVID-19 Case Status for Ozaukee County is classified as Low by the Department of Health Services.
13. Staff Authority. Staff is granted the authority to modify pool operations, other than those related to health regulations, as required for good and orderly operation of the pool.
14. Termination. This set of Mequon Community Pool Standard Operating Procedures Due to COVID-19 will expire when the COVID-19 Case Status for Ozaukee County is classified as Low by the Department of Health Services.

Attachment: Pool SOP COVID-19 (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

CITY OF MEQUON
PARKS ATHLETIC FIELD USER GROUP
STANDARD OPERATING PROCEDURES DUE TO COVID-19

1. Acknowledgement. All athletic field rentals will be conditioned upon acknowledgement of this Parks Athletic Field User Group Standard Operating Procedures Due to COVID-19. Failure to do so shall result in forfeiture of the rental and a full refund. Acknowledgement will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
2. COVID-19 Response Plan. Prior to first use of any athletic field, user groups shall file a COVID-19 Response Plan which details what the user group is doing to mitigate the risk of COVID-19. A COVID-19 Response Plan will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
3. Social Distancing. Unless members of the same household, all users and spectators shall follow CDC Guidelines for Social Distancing, except as necessary during play. Each user group will be required to designate a person to enforce social distancing. Failure to do so, or failure to provide proper social distancing for the user events, will result in cancellation of the event. If multiple violations occur, the rental agreement may be terminated, and no refund will be provided. Social Distancing will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
4. Symptomatic Persons Prohibited. User groups shall be responsible for managing symptomatic users, spectators and attendees. The COVID-19 Response Plan should establish parameters for the organization in accordance to health organizations and provide them to all users.
5. Contact Tracing. User Groups shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. Contract Tracing will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
6. Termination. This set of the Parks Athletic Field User Group Standard Operating Procedures Due to COVID-19 will expire when the COVID-19 Case Burden for Ozaukee County is classified as Low by the Department of Health Services.

Attachment: Parks (User Group) SOP COVID-19 (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

CITY OF MEQUON
PARKS FACILITIES AND PAVILION
STANDARD OPERATING PROCEDURES DUE TO COVID-19

1. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the following requirements. Failure to do so shall result in forfeiture of the rental and a full refund. Acknowledgement will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
2. Social Distancing. Unless the event or rental consists of members of the same household, event hosts or renters shall encouraged to meet the separation guidelines as provided by the CDC between all attendees who are not members of the same household.
3. Face Coverings. Unless the event or rental consists of members of the same household, event hosts or renters shall encourage the use of face coverings.
4. Symptomatic Persons Prohibited. Event hosts or renters shall require that all symptomatic persons stay home and if someone becomes symptomatic while at the event, request them to leave immediately.
5. Contact Tracing. Event hosts or renters shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. Contact Tracing will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
6. Capacity. The maximum size of a rental shall be in accordance with the Washington Ozaukee Public Health Department capacity recommendations for Special Events and Fundraisers.
7. Termination. This set of the Parks Facilities and Pavilion Standard Operating Procedures Due to COVID-19 will expire when the COVID-19 Case Burden for Ozaukee County is classified as Low by the Department of Health Services.

Attachment: Parks (Facilities) SOP COVID-19 (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

EXHIBIT A
CITY OF MEQUON
2021 MEQUON COMMUNITY POOL GUIDELINES

1. Risk. Despite the City's best efforts to provide a safe environment at the Mequon Community Pool, even with the guidelines outlined, there is risk of potential exposure to COVID-19 if attending or swimming at the pool. Signs will be posted to educate users of that risk. [1]
2. Symptomatic Persons Prohibited. Symptomatic persons shall not enter the pool and should stay home. If someone becomes symptomatic while at the pool, they shall notify the bath house attendant and then leave immediately. [2] [4] No refund will be provided. [1]
3. Temperature Checks. Staff [4] and patrons shall be required to have a temperature check at the entrance prior to entering the pool area. Staff [4] and patrons with elevated temperatures at 100.4º F or above are prohibited from entering the pool area that day.
4. Social Distancing. Unless patrons are members of the same household, attendees shall stay at least 6 feet apart. [2] [3] [4] Violators will be asked to leave the pool for the day. Multiple violations may result in restriction from attending the Mequon Community Pool for the remainder of the 2021 season. No refunds will be provided. [1]
5. Face Coverings. Unless the patron is in the pool, or preparing to enter the pool, patrons are encouraged to use face coverings. Staff is required to wear face coverings, unless it prevents proper execution of duties (i.e., life saving measures). [2] [3] [4]
6. Contact Tracing. Patrons shall provide their contact information prior to entering the pool area. [2]
7. Limitation to Residents of Mequon and Thiensville. For the 2021 pool season, patrons of the pool shall be limited to (a) residents of Mequon and Thiensville, (b) parents, babysitters and child care workers who accompany children who are residents of Mequon or Thiensville; and (c) minor friends who accompany children who are residents of Mequon or Thiensville. Staff shall implement procedures reasonably designed to accomplish these limitations.
8. Capacity. Attendance including staff shall be limited to 25% capacity [6]. Staff may increase capacity limitations to follow the Blueprint for Reopening Washington and Ozaukee Counties, provided the increase can meet with the other terms of this Exhibit A. Patrons who arrive at the pool after the maximum capacity has been reached shall be denied entry. [4]
9. Bath House. The bath house will be closed and use of the showers is prohibited. Patrons should arrive at the pool dressed for their intended participation. [3] [4]
10. Pool deck. The City will not provide chairs or tables on the pool deck. Patrons may bring portable chairs with them for use at the pool. The City is not responsible for lost or stolen items. Chairs must be removed as the patrons leave. [3] [4] [5]
11. Lap Swimming. One patron per lane at a time for lap swimming. Patrons shall attempt to swim in the middle of the lane to allow for maximum distance between heads (approximately 7 feet). [4] [6]
12. Diving Boards. Diving boards will be closed for the 2021 season. [4]
13. Drinking Fountain. Drinking fountains will be closed. Staff and patrons shall supply their own drinking water. [5]
14. 2021 Admittance. No Super Passes will be issued. [1]

Attachment: Exhibits A B C (2021) (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

a. Fee Schedule. For the 2020 season, the fee schedule shall follow this table:

	Mequon Resident	Thiensville Resident
2021 Session Fee - Under 3 Years	FREE	FREE
2021 Session Fee - 3 Years and Above	$3.00	$4.00
2021 Season Pass - Under 3 Years	FREE	FREE
2021 Season Pass - 3 Years and Above	$55.00	$70.00
2021 Season Pass - Family	$100.00	$125.00

b. Season Pass. The season pass may be utilized for either or both sessions. Purchase of a season pass does not guarantee entry to the pool. Due to capacity limitations and weather conditions, a season passholder may not be granted entry. Purchase of the season pass is at the risk of the passholder and does not guarantee a minimum number of sessions. The season pass is non-refundable, and no discounts will be issued. Passholders shall sign an acknowledgement prior to purchase.

c. Re-Entry. Once a patron is admitted for a session, he or she may leave the pool area and have their hand marked for re-entry within the same session. Re-entry is not guaranteed and may not be granted due to capacity limitations or weather conditions. If a patron leaves during the first session, re-entry does not apply to the second session. Patrons of the first session are required to pay a new session fee to enter the pool for the second session.

15. Dates. Under normal operating conditions, the Mequon Community Pool was scheduled for a soft opening on June 5th and 6th, with full operations starting June 12th. At this stage of preparation, while staff will make all efforts to open as scheduled, the Mequon Community Pool cannot open until all of the terms of these guidelines can be met. If the pool opens, it will close on August 21st as planned, unless these guidelines cannot be met, in which case the pool may close early.
16. Hours.
    a. Staggered hours. [3] [4] To provide for sanitation and staff change, the public hours at the pool shall be split into two roughly equal sessions with a half hour cleaning period in the middle. All pool patrons must leave during the half hour cleaning period. Re-entry to the pool for the second session is subject to an additional session fee.
    b. Alternate hours for at risk patrons. [4] On days when the pool is open, the first hour of operation after swim lessons, if any, shall be reserved for adults over the age of 50. Staff may reduce the number of days of these alternate hours, or eliminate them, if staff determines, in its reasonable discretion, that usage does not warrant this accommodation.
17. Staff. If the City is unable to provide the required staffing levels as outlined below, the Mequon Community Pool will not open for the 2021 season. If on any given day the required staffing levels cannot be met, the pool will be closed for that day. [1]
    a. Lifeguards. As required by the City's pool license, the minimum number of lifeguards will be provided pursuant to Table ATCP 76.23 A of the Wisconsin Administrative Code.
    b. Supervisor. As required by the City's pool license, one supervisor will be provided pursuant to ATCP 76.21(1) of the Wisconsin Administrative Code.

Attachment: Exhibits A B C (2021) (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

c. Admissions. The admissions staff shall be responsible for admission, including taking payment, assessing symptoms and contract tracing, as outlined in this exhibit.
d. Social Distancing Coordinator. The City shall have a dedicated social distancing coordinator on each shift. While on duty, they shall not have lifeguard responsibilities, but may be employed in that capacity on other shifts. [4] [5] [6]
e. Sanitizer. The City will employ personnel responsible for sanitizing the pool equipment including, but not limited to lifeguard chairs, bathrooms, handrails for ladders, and other common pool elements. The number of sanitizers will be based upon the number of facilities open for the season. [4]

18. Staff Authority. Staff is granted the authority to modify pool operations, other than those related to health regulations, as required for good and orderly operation of the pool.

Attachment: Exhibits A B C (2021) (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

EXHIBIT B
CITY OF MEQUON
2021 PARKS ATHLETIC FIELD USER GROUP GUIDELINES

1. League Play Defined. League Play is defined as regular or post season play, including Round Robin Play, where the host user group is comprised primarily of Mequon or Thiensville residents. Regular and post season includes practices and games where at least one of the teams is comprised primarily of Mequon or Thiensville residents, but the opponent may be a non-resident team. Round Robin Play may include up to four teams, where a minimum of one of those teams is comprised primarily of Mequon or Thiensville residents. League Play may include multiple games played simultaneously on multiple fields. User groups shall be limited to no more than two practices or games at each field per day during League Play. Game play outside of these regulations shall be considered tournament play and follow Section 9 of this exhibit. League play must follow all other requirements of Exhibit B.
2. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the guidelines. Failure to do so shall result in forfeiture of the rental and a full refund. For the remaining 2021 season, all athletic field rentals will be conditioned upon acknowledgement of this resolution. [1]
3. COVID-19 Response Plan. Prior to first use of the athletic field, user groups shall file a COVID-19 Response Plan which includes, at a minimum, the following requirements. [1] The response plan should include rules for personal hygiene and sanitizing shared equipment [10], as well as the requirements provided below. The Plan shall be subject to review and approval by City staff pursuant to the following requirements.
4. Social Distancing. Unless members of the same household, all users and spectators shall maintain 6 feet of separation, except as necessary during play. [6] [8] Each user group will be required to designate a person to enforce social distancing. Failure to do so, or failure to provide proper social distancing for the user events, will result in cancellation of the event. If multiple violations occur, the rental agreement may be terminated, and no refund will be provided. [1]
5. Symptomatic Persons Prohibited. [6] User groups shall be responsible for managing symptomatic users, spectators and attendees. It should establish parameters for the organization in accordance to health organizations and provide them to all users. [1]
6. Contact Tracing. User Groups shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. [2]
7. Limit or Eliminate Contact. Update user group rules for 2021 to limit or eliminate contact including handshakes, high fives, hugging, etc. [10]
8. Shared Equipment. Users are discouraged from sharing equipment. [3] [6]
9. Tournaments. Tournaments shall be permitted, provided they meet all of the terms of Exhibit B, and adhere to the following:
    a. Residency. A minimum of 25% of the teams participating in the tournament shall be comprised primarily of Mequon or Thiensville residents.
    b. Maximum Encumbrance of Parks. No tournament may utilize more than two parks on the same day.

Attachment: Exhibits A B C (2021) (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

c. Maximum Encumbrance of Fields. Simultaneous game play shall be restricted as a means of crowd control. No tournament may include simultaneous game play exceeding these restrictions:
   i. One field at Rennicke Field
   ii. Two fields at Rotary Park
   iii. Two fields at River Barn Park
   iv. One field at Lemke Park

d. Minimum Time Between Games. In an attempt to control crowds associated primarily with loitering, there shall be a minimum of one hour between the end of one game and the beginning of the next game. User groups shall encourage players, parents and spectators to leave the park when not involved in the game being played.

e. Tournament Staffing. Each tournament shall identify one person who will be responsible for administering all of the requirements of Exhibit B for the duration of the tournament. The contact information for that person shall be provided to the Parks and Forestry Superintendent a minimum of one week prior to the tournament. Contact information shall include a mobile phone number for access for the duration of the tournament. That contact information will be shared with the Police Department, should there be an issue outside of normal City hours.

10. Education. User groups are responsible for educating their members, participants and spectators as to the risks of play and acceptable guidelines for play. Recommended documents include, but are not limited to: [1]
    a. Centers for Disease Control – *Considerations for Youth Sports*
    b. Department of Health Services – *COVID-19: Community and Faith-Based, Youth Sports*
    c. Washington Ozaukee Public Health Department *Blueprint for Reopening Washington and Ozaukee Counties – FAQ*
    d. World Health Organization – *Considerations for sports federations/sports event organizers when planning mass gatherings in the context of COVID-19*
11. Concession Stands. Food and beverage distribution associated with a user group rental shall be restricted to pre-packaged, individual serving items. [1]

Attachment: Exhibits A B C (2021) (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

EXHIBIT C
CITY OF MEQUON
2021 PARKS FACILITIES AND PAVILION GUIDELINES

1. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the following requirements. Failure to do so shall result in forfeiture of the rental and a full refund. [1]
2. Social Distancing. Unless the event or rental consists of members of the same household, event hosts or renters shall ensure that 6 feet of separation is maintained between all attendees who are not members of the same household. [2] [3]
3. Face Coverings. Unless the event or rental consists of members of the same household, event hosts or renters shall encourage the use of face coverings. [2] [3]
4. Symptomatic Persons Prohibited. Event hosts or renters shall require that all symptomatic persons stay home and if someone becomes symptomatic while at the event, request them to leave immediately. [2]
5. Contact Tracing. Event hosts or renters shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. [2]
6. Capacity. The maximum size of a rental shall be 25% of the facility or pavilion capacity, in accordance with the Washington Ozaukee Public Health Department. Capacity limitations may increase to follow the Blueprint for Reopening Washington and Ozaukee Counties. [5]
7. Essential Attendees Only. The user groups shall restrict events to the minimum number of attendees as required to hold the event. [10]

Attachment: Exhibits A B C (2021) (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

References

[1] C. o. M. Staff, 2020.

[2] Wisconsin Department of Health Services, "Badger Bounce Back," 22 May 2020. [Online]. Available: https://www.dhs.wisconsin.gov/publications/p02653a.pdf.

[3] Wisconsin Economic Development Corporation, "Public Facility Guidelines," 7 May 2020. [Online]. Available: https://wedc.org/wp-content/uploads/2020/05/COVID-19-Public-Facilities-Guidelines.pdf.

[4] Wisconsin Economic Development Corporation, "Outdoor Recreation Guidelines," 7 May 2020. [Online]. Available: https://wedc.org/wp-content/uploads/2020/05/COVID-19-Outdoor-Recreation-Guidelines.pdf.

[5] Washington Ozaukee Public Health Department, "Blueprint for Reopening Washington and Ozaukee Counties - FAQ," 21 May 2020. [Online]. Available: http://www.washozwi.gov/Portals/WashOzHealthDept/BlueprintFAQ_v_14_521.pdf.

[6] Department of Agriculture, Trade and Consumer Protection, "Guidelines for Reopening Pools and Water Attractions," 21 May 2020. [Online]. Available: https://datcp.wi.gov/Documents/ReopeningPoolsCovid19.pdf.

[7] Wisconsin Park and Recreation Association, "Plans to Reopen Wisconsin's Parks, Aquatic Resources and Recreational," 23 April 2020. [Online]. Available: https://www.wpraweb.org/assets/docs/WPRA-COVID-19%20Memo.pdf.

[8] Center for Disease Control and Prevention, "Guidance for Administrators in Parks and Recreational Facilities," 10 April 2020. [Online]. Available: https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/park-administrators.html.

[9] Center for Disease Control and Prevention, "Get Your Mass Gatherings or Large Community Events Ready," 7 May 2020. [Online]. Available: https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html.

[10] Center for Disease Control and Prevention, "Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19," May 8 2020. [Online]. Available: https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html.

[11] Wisconsin Department of Health Services, "Guidelines for Reopening Pools and Water Attractions," 21 May 2020. [Online]. Available: https://datcp.wi.gov/Documents/ReopeningPoolsCovid19.pdf.

[12] Wisconsin Economic Development Corporation, "Entertainment and Amusement Service Guideline," 7 May 2020. [Online]. Available: https://wedc.org/wp-content/uploads/2020/05/COVID-19-Entertainment-and-Amusement-Service-Guidelines.pdf.

Attachment: Exhibits A B C (2021) (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

MEQUON COMMUNITY POOL
GUIDING QUESTIONS

If the Public Works Committee or Common Council determine to follow Recommendation #3: Table the resolution and provide feedback to staff on requested amendments or considerations to be included in a revised resolution to be presented at the May meeting, the following list of questions can serve as a guide for those proposed amendments. If either body elects to pursue Recommendations #1, 2 or 4, this document is not required.

Should the City of Mequon open and operate the Mequon Community Pool for the 2021 season?
The proposed resolution/SOPs recommend the pool will be open for the 2021 season.

→ If yes, proceed to next question.
→ If no, make a motion to deny the resolution.

Should the Mequon Community Pool operate under the same restrictions implemented in 2020?
The proposed resolution/SOPs recommend less restrictions than those implemented in 2020.

→ If yes, make a motion to adopt Exhibit A City of Mequon 2021 Mequon Community Pool Guidelines for the 2021 pool season.
→ If no, proceed to next question.

Should the Mequon Community Pool attendees be restricted to Mequon-Thiensville residents only?
The proposed resolution/SOPs recommend no residency restriction.

→ If no, proceed to next question.
→ If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Limitation to Residents of Mequon and Thiensville. For the 2021 pool season, patrons of the pool shall be limited to (a) residents of Mequon and Thiensville, (b) parents, babysitters and child care workers who accompany children who are residents of Mequon or Thiensville; and (c) minor friends who accompany children who are residents of Mequon or Thiensville. Staff shall implement procedures reasonably designed to accomplish these limitations.

Should the Mequon Community Pool restrict use of the Bath House?
The proposed resolution/SOPs recommend no restriction on Bath House use.

→ If no, proceed to next question.
→ If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Bath House. The bath house will be closed and use of the showers is prohibited. Patrons should arrive at the pool dressed for their intended participation.

Should the Mequon Community Pool restrict chairs on the Pool Deck?
The proposed resolution/SOPs recommend chairs and tables be allowed with sanitation between users.

→ If no, proceed to next question.
→ If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Pool deck. The City will not provide chairs or tables on the pool deck. Patrons may bring portable chairs with them for use at the pool. The City is not responsible for lost or stolen items. Chairs must be removed as the patrons leave.

Attachment: Pool Guiding Questions (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

Should the Mequon Community Pool restrict the Diving Boards?
The proposed resolution/SOPs recommend no restriction on Diving Board use.

→ If no, proceed to next question.
→ If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Diving Boards. Diving boards will be closed for the 2021 season.

Should the Mequon Community Pool restrict use of the Drinking Fountains?
The proposed resolution/SOPs recommend no restriction on Drinking Fountain use.

→ If no, proceed to next question.
→ If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Drinking Fountain. Drinking fountains will be closed. Staff and patrons shall supply their own drinking water.

Should the Mequon Community Pool participate in Super Pass, extending season pass holder privileges to Grafton, Cedarburg and Port Washington?
The proposed resolution/SOPs recommend participation in Super Pass. Note that if Mequon Community Pool does not participate in Super Pass, Mequon and Thiensville residents will also not receive the benefit of attending other Super Pass pools with their season passes.

→ If yes, proceed to next question.
→ If no, make a motion to amend Section 11 of the COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*): No Super Passes will be issued.

Should the Mequon Community Pool maintain a half hour closure to allow for sanitation and staff change?
The proposed resolution/SOPs recommend no mid-day closure, but instead employment of a full time sanitizer.

→ If no, proceed to next question.
→ If yes, make a motion to amend Section 11 to include the following:
Staggered hours. To provide for sanitation and staff change, the public hours at the pool shall be split into two roughly equal sessions with a half hour cleaning period in the middle. All pool patrons must leave during the half hour cleaning period. Re-entry to the pool for the second session is permitted with the issuance of a wristband during the first session.

Should the Mequon Community Pool provide alternate hours for patrons over the age of 50?
The proposed resolution/SOPs recommend some restriction, dependent upon use. The version of the Standard Operating Procedures proposes alternate hours on Tuesdays and Thursdays and allows for staff to reduce or eliminate the alternate hours for lack of use.

→ If yes as proposed, proceed to next question.
→ If yes, but for more/less days of the week, make a motion to amend accordingly.
→ If no, make a motion to amend Section 12 to remove part b.

Should the Mequon Community Pool hire additional staff for sanitizing and/or social distancing enforcement?

The version of the Standard Operating Procedures propose that sanitation will be completed by regular staff by a sanitizer, in order to avoid the mid-day closure. If additional staffing is required, the Common Council will also need to authorize overspending the allocated budget.

→ If no, proceed to next question.

→ If yes, make a motion to approve the overspending of Account 110472 670101, Pool Salaries and amend Section 13 of the COVID-19 Standard Operating Procedures for the Mequon Community Pool to include any of the following (*this is the* language *approved for the 2020 pool season*):

c. Social Distancing Coordinator. The City shall have a dedicated social distancing coordinator on each shift. While on duty, they shall not have lifeguard responsibilities, but may be employed in that capacity on other shifts.

Attachment: Pool Guiding Questions (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

PARKS ATHLETIC FIELD USER GROUP
GUIDING QUESTIONS

If the Public Works Committee or Common Council determine to follow Recommendation #3: Table the resolution and provide feedback to staff on requested amendments or considerations to be included in a revised resolution to be presented at the May meeting, the following list of questions can serve as a guide for those proposed amendments. If either body elects to pursue Recommendations #1, 2 or 4, this document is not required.

Should the City of Mequon restrict League Play?
The proposed resolution/SOPs recommend no restriction on League Play.

→ If no, proceed to next question.

→ If yes, make a motion to amend the resolution with restrictions. In 2020, the following restrictions were in place:

League Play Defined. League Play is defined as regular or post season play, including Round Robin Play, where the host user group is comprised primarily of Mequon or Thiensville residents. Regular and post season includes practices and games where at least one of the teams is comprised primarily of Mequon or Thiensville residents, but the opponent may be a non-resident team. Round Robin Play may include up to four teams, where a minimum of one of those teams is comprised primarily of Mequon or Thiensville residents. League Play may include multiple games played simultaneously on multiple fields. User groups shall be limited to no more than two practices or games at each field per day during League Play. Game play outside of these regulations shall be considered tournament play and follow Section 9 of this exhibit. League play must follow all other requirements of the Parks Athletic Field User Group Standard Operating Procedures Due to COVID-19.

Should the City of Mequon restrict Tournament Play?
The proposed resolution/SOPs recommend no restriction on Tournament Play.

→ If no, proceed to next question.

→ If yes, make a motion to amend the resolution with restrictions. In 2020, the following restrictions were in place:

Tournaments. Tournaments shall be permitted, provided they meet all of the terms of Exhibit B, and adhere to the following:

a. Residency. A minimum of 25% of the teams participating in the tournament shall be comprised primarily of Mequon or Thiensville residents.
b. Maximum Encumbrance of Parks. No tournament may utilize more than two parks on the same day.
c. Maximum Encumbrance of Fields. Simultaneous game play shall be restricted as a means of crowd control. No tournament may include simultaneous game play exceeding these restrictions:
    - One field at Rennicke Field
    - Two fields at Rotary Park
    - Two fields at River Barn Park
    - One field at Lemke Park
d. Minimum Time Between Games. In an attempt to control crowds associated primarily with loitering, there shall be a minimum of one hour between the end of one game and the beginning of the next game. User groups shall encourage players, parents and spectators to leave the park when not involved in the game being played.
e. Tournament Staffing. Each tournament shall identify one person who will be responsible for administering all of the requirements of Exhibit B for the duration of the tournament.

Attachment: Parks (User Groups) Guiding Questions (RESOLUTION 3829 : Pool and Parks SOP due to COVID-19)

The contact information for that person shall be provided to the Parks and Forestry Superintendent a minimum of one week prior to the tournament. Contact information shall include a mobile phone number for access for the duration of the tournament. That contact information will be shared with the Police Department, should there be an issue outside of normal City hours.

Should the City of Mequon restrict Concession Stands?

The proposed resolution/SOPs recommend no restriction on Concession Stands.

→ If no, no further action required.

→ If yes, make a motion to amend the resolution with restrictions. In 2020, the following restrictions were in place:

Concession Stands. Food and beverage distribution associated with a user group rental shall be restricted to pre-packaged, individual serving items.

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works Committee**

TO: **Common Council**
FROM: **Jeremy Dandy, Engineering Technician**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3830 A Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, in an Amount Not-to-Exceed $188,000**

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 Annual Road Program. For the GSB-88 Bituminous Seal contract base bid, staff advertised for 6.39 miles of GSB-88 Bituminous Pavement Sealing at an estimated total base bid cost of $123,685.

Additive bids included 6.17 miles of additional GSB-88 Bituminous Sealing. The estimate for the additional streets was $151,858. The additive bid items are bid per street so that any number of streets may be added in any combination. These additive bids were included to allow more work to be completed within budget depending on bid prices received for the entire 2021 Annual Road Program.

The total estimate for the combined base bid and additive items was $275,543.

Please see the attached location map and street list for roads included in the bid.

Analysis

The City received three bids for the 2021 GSB-88 Bituminous Seal contract with the low base bid of $79,806 from Fahrner Asphalt Sealers, of Waunakee, WI. In the past, there has been only one other company that provides the sealing service. In 2021, the City received three bids.

The low bid is approximately 35% less than the original estimate. Staff recommends awarding the 6.39 miles of base bid streets and additive items A1-A25, which include two sections of the River Barn Parking Lot and an additional 6.17 miles of street pavement.

The sections of the River Barn Parking Lot were included in the bid as an alternate bid item. The prices are favorable for sealing these sections of parking lot. The sealing will utilize the funds earmarked for parking lots in the 2019 Road Program borrowing.

	Fahrner Asphalt Sealers	Gee Asphalt	American Road Maintenance
Base Bid	$79,806.00	$84,229.38	$101,526.48
Additive Bid Items A1-A25	$91,028.00	$91,935.87	$110,815.56

Total	**$ 170,834.00**	$176,165.25	$212,342.04

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not to exceed $188,000, which includes a contingency of approximately 10% for additionally authorized efforts. The contingency will not be used for additive bid items, it is intended for additional work needed as a result of spring thaw.

Fahrner Asphalt Sealers has applied GSB-88 bituminous sealer in Mequon in the past and has provided a quality work product.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is August 31, 2021. The bid opening sheet is attached.

Fiscal Impact
There is adequate funding available in the Annual Road Program account to award this project.

Recommendation
It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 GSB-88 Bituminous Seal contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, for an amount not-to-exceed $188,000.

Attachments:
3762-21 2021 GSB-88 Seal Area Map (PDF)
2021 Bid Opening Sheet GSB88 (PDF)
GSB-88 Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3830

A Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, in an Amount Not-to-Exceed $188,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2021 GSB-88 Bituminous Seal contract.

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

C. The bids received for the project were less than estimated, therefore staff recommends award of the total base bid and additive bids A1-A25.

D. Adequate funds for this contract are available from the Capital Project - 0410, Project: Local Road Program - 10001 account.

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of $188,000.

F. The Committee on Public Works at its meeting on April 13, 2021, approved staff's recommendation.

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

1. The 2021 GSB-88 Contract with Fahrner Asphalt Sealers of Waunakee, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

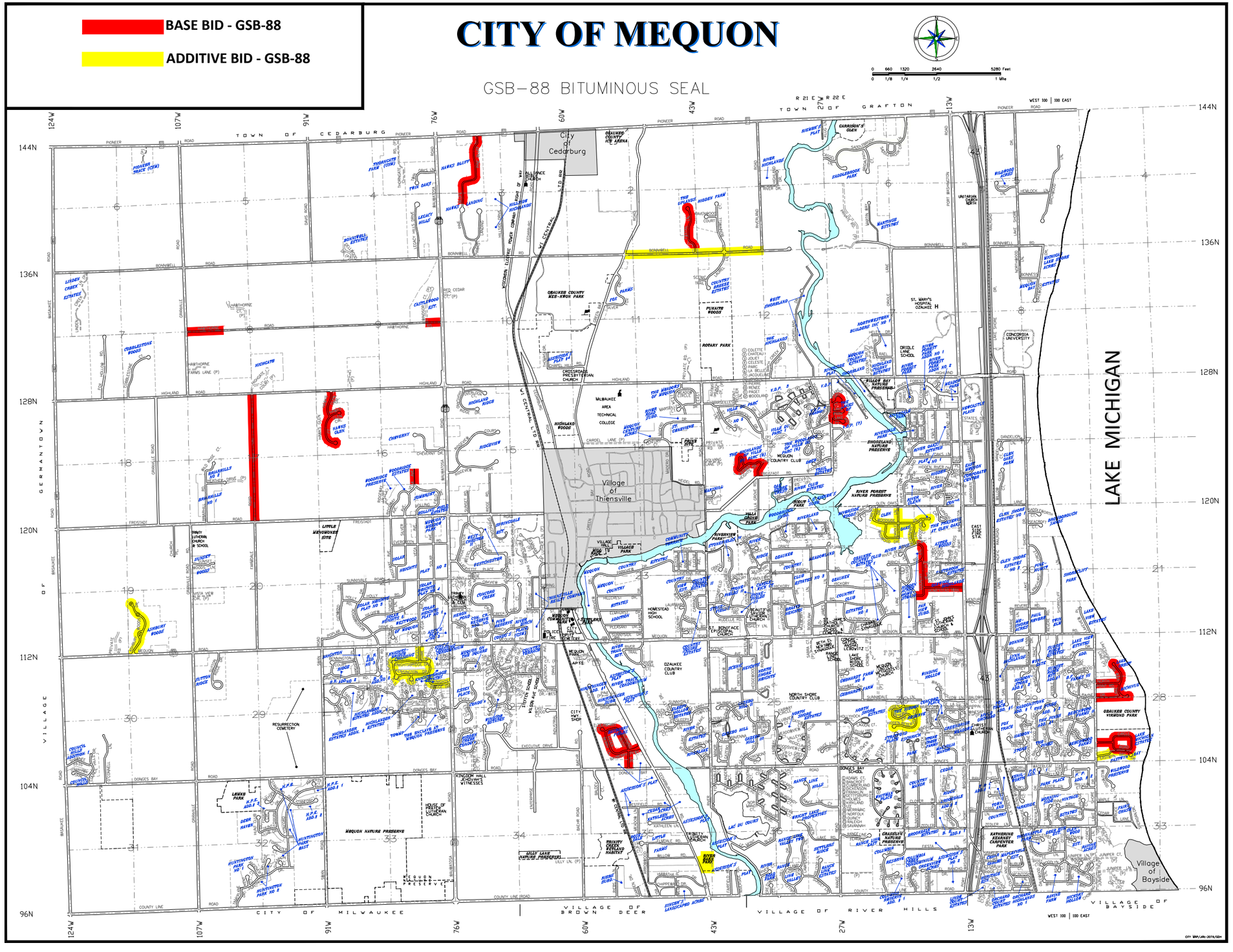
Caroline Fochs, City Clerk

BASE BID - GSB-88

ADDITIVE BID - GSB-88

CITY OF MEQUON

GSB-88 BITUMINOUS SEAL



Attachment: 3762-21 2021 GSB-88 Seal Area Map (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal Contract Award)

City of Mequon
11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2021 GSB-88 BITUMINOUS SEAL FILE #3762-21

BID OPENING: 3/30/2021 (DATE) 11:30 AM (TIME)

BIDDER	TOTAL BASE BID
Gee Asphalt	$84,229.38
American Road Maintenance	$101,525.48
Fahrner	$79,806.00

Attachment: 2021 Bid Opening Sheet GSB88 (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal

BID PRICE SCHEDULE – 2020 GSB-88 BITUMINOUS SEAL

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	L(mi.) C/L	W(ft.)	PRICE/STREET
MAIN ROADS (West of Milwaukee River)						
1	Farmdale Road	Freistadt Road	Highland Road	1.00	22	
SUBDIVISIONS (West of Milwaukee River, south to north)						
2	Vega	Surface Change	End	0.17	16	
3	Hawks Glen Drive	Highland Road	Hawks Glen Court	0.22	20	
4	Hawks Glen Circle	Hawks Glen Drive	Cul-de-sac	0.09	20	
5	Hawks Glen Court	Hawks Glen Drive	Cul-de-sac	0.27	20	
6	Hawthorne Road	Granville Road	0.3 miles East	0.30	22	
7	Hawthorne Road	Windsor Court	Wauwatosa Road	0.15	22	
8	Fairway Heights Drive	Ville du Parc Drive	Around Loop	0.41	22	
9	Ville Du Parc Drive	Freistadt Road	Fairway Heights Drive	0.12	22	
10	Lake Forest Court	Lake Park Court	Cul-de-sac	0.23	22	
11	Lake Park Court	Fieldwood Road	Cul-de-sac	0.15	22	
12	Lake Vista Court	Lake Park Court	Cul-de-sac	0.20	22	
13	Foxtail Lane	Bonniwell Road	Cul-de-sac	0.41	20	
14	Pine Bluff	Pioneer Road	3,433' South	0.65	20	
SUBDIVISIONS (East of Milwaukee River, south to north)						
15	Circle Road	Lake Shore Drive	Around Circle	0.60	22	
16	Ravine Drive	Lake Shore Drive	Cul-de-sac	0.26	23	
17	Lake View Road	Ravine Drive	Cul-de-sac	0.29	23	
18	North Point Road	Lake Shore Drive	Lake View Road	0.19	18	
19	Homestead Trail	N Port Washington Road	End of Curb	0.03	40	
20	Homestead Trail	Country Lane	Start of Curb	0.28	21	
TOTAL BASE BID - BID ITEMS 1 THROUGH 20:						

Contract Price - Base Item: Total Bid for Items 1 through 20

_____ $_____

Written Figures

Attachment: GSB-88 Street List (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal Contract Award)

BID PRICE SCHEDULE – ADDITIVE BID ITEMS

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	L(mi.) C/L	W(ft.)	PRICE/STREET
MAIN ROADS (West of Milwaukee River)						
A1	Bonniwell Road	Green Bay Road	Riverland Road	1.06	21	
SUBDIVISIONS (West of Milwaukee River, south to north)						
A2	Burning Bush Lane	Elderberry Lane	Donges Bay Road	0.43	22	
A3	Bayberry Parkway	Cedarburg Road	Elderberry Lane	0.22	22	
A4	Elderberry Lane	Elderberry Court	Bayberry Parkway	0.19	22	
A6	Elderberry Court	Elderberry Lane	Cul-de-sac	0.06	22	
A6	Knightsbridge Drive	Wauwatosa Road	Kensington Drive	0.68	22	
A7	Knightsbridge Court	Kensington Drive	Cul-de-sac	0.05	22	
A8	Elizabeth Court	Kensington Drive	Kensington Court	0.08	22	
A9	Kensington Drive	Knightsbridge Drive	Elizabeth Court	0.30	22	
A10	Kensington Court	Kensington Drive	Kensington Drive	0.02	22	
A11	Winston Court	Knightsbridge Drive	Knightsbridge Drive	0.03	22	
A12	Lincolnshire Drive	Mequon Road	Knightsbridge Drive	0.13	22	
A13	Ashbury Woods Drive	Mequon Road	Cul-de-sac	0.59	20	
SUBDIVISIONS (East of Milwaukee River, south to north)						
A14	Eastwyn Bay Drive	Lake Shore Drive	Cul-de-sac	0.31	24	
A15	Hidden Reserve Court	Hidden Reserve Circle	Cul-de-sac	0.46	22	
A16	Hidden Reserve Circle	Sunnydale Lane	Hidden Reserve Court	0.35	22	
A17	Country Lane	Willow Parkway	Woodside Lane	0.13	21	
A18	Wildwood Drive	Woodside Lane	Oriole Lane	0.20	21	
A19	Oriole Lane	Wildwood Drive	Glen Oaks Lane	0.25	22	
A20	Woodside Lane	Forest Drive	Country Lane	0.31	21	
A21	Woodside Lane	Country Lane	Cul-de-sac	0.14	22	
A22	Woodside Court	Woodside Lane	Cul-de-sac	0.08	22	
A23	Forest Drive	Glen Oaks Lane	Woodside Lane	0.10	21	
PARKING LOTS (East of Milwaukee River, south to north)						
A24	River Barn Park	South Lot #2	1,371 SY			
A25	River Barn Park	South Lot #3	2,465 SY			

Attachment: GSB-88 Street List (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal Contract Award)

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works Committee**

TO: **Common Council**
FROM: **Jeremy Dandy, Engineering Technician**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3831 A Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee, Wisconsin in an Amount Not-to-Exceed $181,000**

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 Annual Road Program. For the Crack Seal contract base bid, staff advertised for 30.96 miles of Crack Sealing at an estimated cost of $160,117.

Please see the attached location map and street list for roads included in the bid.

Analysis

Staff held a pre-bid conference on March 23, 2021 which was attended by only one potential bidder, Thunder Road of Genesee, Wisconsin.

A bid opening was conducted on March 30, 2021 and staff received five bids. The low base bid was $89,451.60 from Wolverine Sealcoating of Jackson, Michigan. The low bid is approximately 44% less than the original estimate. Even though Wolverine Sealcoating had the lowest base bid amount, after including all the additive items the difference between Wolverine Sealcoating and the next lowest bidder, Thunder Road, was approximately $6,895.

As the City has not done work with Wolverine Sealcoating in the past, staff contacted references provided by the company that were local to Wisconsin. During this discussion, one reference noted that they would not award to this contractor again due to past issues such as travel time for the contractor, poor traffic control practices, warranty concerns, poor communication, inadequate staffing, and non-compliance with contract specifications. Considering this reference's concerns, staff recommends awarding to the next lowest bidder, Thunder Road. Thunder Road attended the pre-bid conference to become more knowledgeable with Mequon's specific projects and has performed acceptable work for the City in the past as recently as last year.

Staff recommends awarding the 30.96 miles of base bid streets and additive items A1 - A45 which includes the entire list of additive items (17.32 miles) to Thunder Road of Genesee, Wisconsin.

	Wolverine Sealcoating	Thunder Road	American Pavement	Fahrner Asphalt	Denler

			Solutions	Sealers	
Base Bid	$89,451.60	$102,165.00	$107,032.80	$114,005.00	$121,363.20
Additive Bid Items A1 - A45	$68,093.85	$62,275.00	$85,327.40	$83,495.00	$89,385.99
Total	**$157,545.45**	**$164,440.00**	**$192,360.20**	**$197,500.00**	**$210,749.19**

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed $181,000, which includes a contingency of approximately 10% for additionally authorized efforts. The contingency will not be used for additive bid items but is intended for additional work that may be needed following this year's spring thaw.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is July 31, 2021. The bid opening sheet is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Program account to award this project.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 Crack Seal contract to Thunder Road, of Genesee, Wisconsin, for an amount not-to-exceed $181,000.

Attachments:
3686-21 2021 Crack Sealing Area Map (PDF)
2021 Bid Opening Sheet CS (PDF)
3686-21 2021 Crack Sealing Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3831

A Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee, Wisconsin in an Amount Not-to-Exceed $181,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2021 Crack Sealing contract.

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

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for this contract are available from the Capital Project - 0410, Project: Local Road Program - 10001 account.

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of $181,000.

F. The Committee on Public Works at its meeting on April 13, 2021, approved staff's recommendation.

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

1. The 2021 Crack Sealing Contract with Thunder Road of Genesee, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

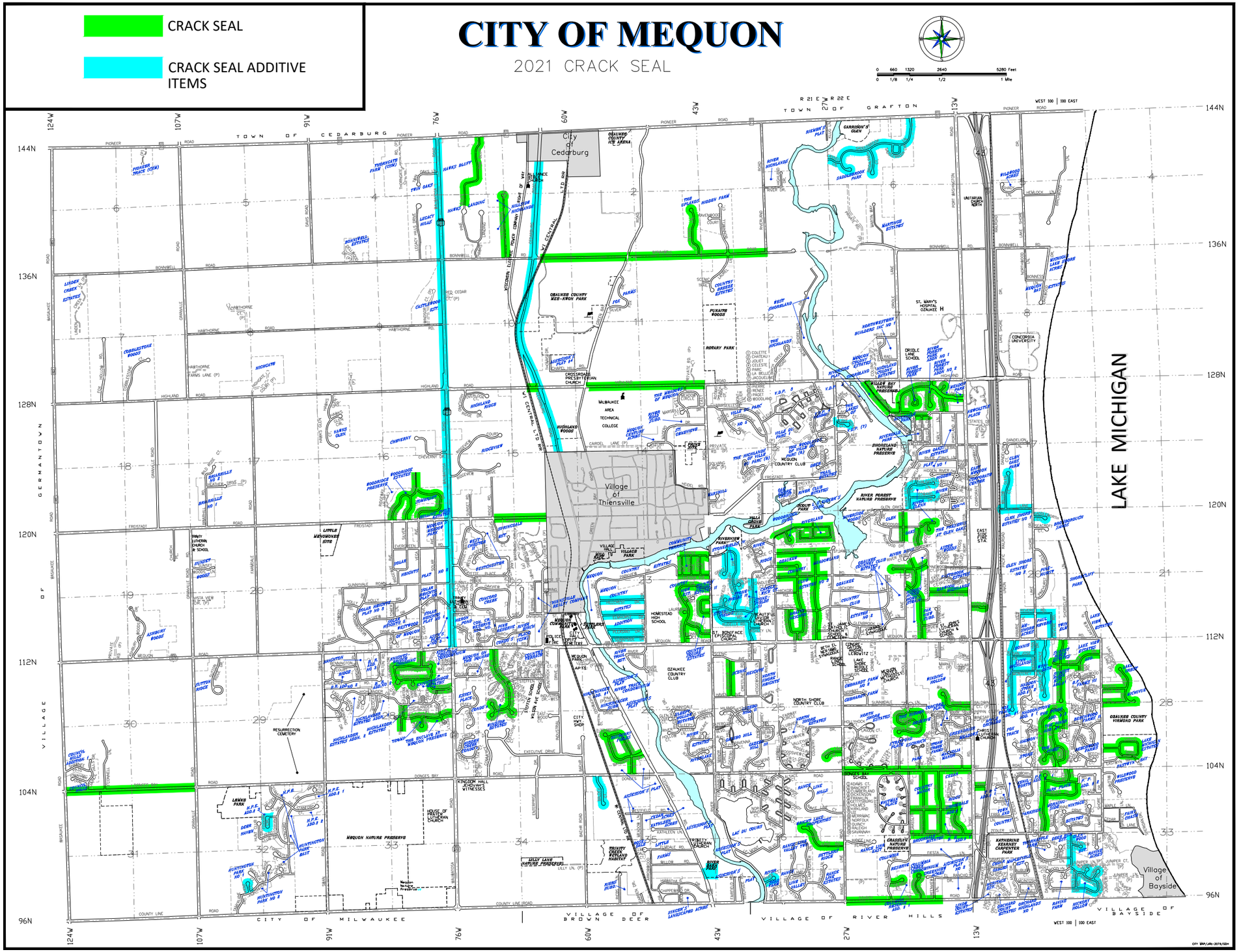
Caroline Fochs, City Clerk

CRACK SEAL

CRACK SEAL ADDITIVE ITEMS

CITY OF MEQUON

2021 CRACK SEAL



Attachment: 3686-21 2021 Crack Sealing Area Map (RESOLUTION 3831 : 2021 Crack Sealing Contract)

City of Mequon
11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2021 CRACK SEALING FILE #3686-21

BID OPENING: 3/30/2021 (DATE) 9:30 AM (TIME)

BIDDER	TOTAL BASE BID	ADDITIVE ITEMS	BASE BID WITH ADDITIVES
American Pavement Solutions	$107,032.80	$85,327.40	$192,360.20
Denler	$121,363.20	$89,385.99	$210,749.19
Wolverine Sealcoatings	$89,451.60	$68,093.85	$157,545.45
Fahrner	$114,005.00	$83,495.00	$197,500.00
Thunder Road	$102,165.00	$62,275.00	$164,440.00

Attachment: 2021 Bid Opening Sheet CS (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 CRACK SEALING

*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	L(mi.)	W (ft.)	Crack Volume (VVL-As Noted, VL-Very Light, L – Light, M-Medium, H-Heavy)	PRICE/STREE
MAIN ROADS (West of the Milwaukee River)							
1	Donges Bay Road	Wasaukee Road	Granville Road	1.00	26	VL	
2	Freistadt Road	Springdale Court	PC Bridge	0.26	28	VL	
3	Highland Road	Green Bay Road	River Road	0.93	30	VVL	
4	Highland Road	Cedarburg Road	WI Central Railroad	0.10	40	2 Joints at Box Culvert	
5	Bonniwell Road	CN Railroad	Green Bay Road	0.62	22	VVL	
6	Bonniwell Road	Green Bay Road	Riverland Road	1.06	21	VL	
MAIN ROADS (East of Milwaukee River)							
7	Donges Bay Road	N Port Washington Road	Range Line Road	1.00	32	VL	
SUBDIVISION ROADS (West of Milwaukee River)							
8	Burning Bush Lane	Elderberry Lane	Donges Bay Road	0.43	22	VL	
9	Elderberry Lane	Elderberry Court	Bayberry Parkway	0.19	22	M	
10	Elderberry Court	Elderberry Lane	Cul-de-sac	0.06	22	VL	
11	Bayberry Parkway	Cedarburg Road	Elderberry Lane	0.22	22	VL	
12	Oxford Court	Mequon Trail	End	0.10	22	L	
13	Mequon Trail	Mequon Road	Cul-de-sac	0.68	22	L	
14	Cambridge Court	Mequon Trail	End	0.10	22	L	
*15	Blackbird Court	Mourning Dove Lane	Cul-de-sac	0.06	26	H	
*16	Mourning Dove Lane	Firefly Court	Tree Sparrow Drive	0.24	24	H	
*17	Tree Sparrow Drive	Highlander Drive	End	0.20	22	H	
18	Knightsbridge Drive	Wauwatosa Road	Kensington Drive	0.68	22	VL	
19	Kensington Drive	Knightsbridge Drive	Elizabeth Court	0.360	22	VVL	
20	Winston Court	Knightsbridge Drive	Cul-de-sac	0.03	22	VL	
21	Knightsbridge Court	Kensington Drive	Cul-de-sac	0.05	22	VVL	
22	Elizabeth Court	Kensington Court	Kensington Drive	0.08	22	VVL	
23	Kensington Court	Knightsbridge Drive	Kensington Drive	0.02	22	VL	
24	Lincolnshire Drive	Mequon Road	Knightsbridge Drive	0.13	22	VVL	
25	Rolling Field Drive	Freistadt Road	Vega Avenue	0.53	22	L	
26	Silver Avenue	Freistadt Road	Vega Avenue	0.25	24	L	
27	Ridgway Avenue	Freistadt Road	Vega Avenue	0.23	24	L	
28	Vega Avenue	Surface Change	End	0.17	16	VVL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 CRACK SEALING

*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L – Light M-Medium H-Heavy	PRICE/STREET
29	Vega Avenue	Silver Avenue	Surface Change	0.08	24	L	
30	Foxtail Lane	Bonniewell Road	Cul-de-sac	0.41	20	VVL	
31	Hillside Drive	Bonniewell Road	Cul-de-sac	0.51	18	VVL	
32	Pine Bluff	Pioneer Road	3,433 ft South	0.65	20	L	
SUBDIVISION ROADS (East of Milwaukee River)							
33	County Line Road	Only 375 ft East of	Greenview Lane	0.74	22	VVL	
34	Columbia Creek Lane	County Line Road	Cul-de-sac	0.25	22	L	
*35	Columbia Court	Columbia Drive	Cul-de-sac	0.11	22	H	
36	Hidden Lake Road	Range Line Road	Cul-de-sac	0.50	22	M	
37	Aster Lane	Waterleaf Drive	Trillium Road	0.34	22	VVL	
38	Waterleaf Drive	Zedler Lane	Trillium Road	0.42	22	VVL	
39	Trillium Road	Waterleaf Drive	Aster Lane	0.27	22	VVL	
40	Chicory Lane	Donges Bay Road	Trillium Road	0.11	22	VVL	
41	Waterleaf Court	Trillium Road	Cul-de-sac	0.06	22	VVL	
42	Ranchito Lane	N Port Washington Road	End	0.13	22	VL	
43	Zedler Lane	Grasslyn Road	N Port Washington Road	0.49	22	VVL	
44	Brookdale Drive	Zedler Lane	End	0.27	22	L	
45	Greenview Drive	Zedler Lane	Donges Bay Road	0.50	22	VL	
46	Sunnycrest Drive	Zedler Lane	Donges Bay Road	0.50	22	VL	
47	Clover lane	Grasslyn Road	Brookdale Drive	0.37	22	VL	
48	Circle Road	Lake Shore Drive	Around Circle	0.60	22	VVL	
49	Ravine Drive	Lake Shore Drive	Cul-de-sac	0.26	23	L	
50	Lake View Road	Ravine Drive	Cul-de-sac	0.29	23	VVL	
51	North Point Road	Lake Shore Drive	Lake View Road	0.19	18	VVL	
52	Pine Ridge Drive	Donges Bay Road	Wood Crest Court	0.42	22	L	
53	Birch Court	Wood Crest Drive	Cul-de-sac	0.07	22	L	
54	Pine Ridge Circle	Pine Ridge Drive	Pine Ridge Drive	0.21	22	L	
55	Wood Crest Drive	Pine Ridge Drive	Wood Crest Court	0.68	22	M	
56	Pebble Lane	Mequon Road	Cul-de-sac	0.50	21	VVL	
57	Highview Drive	Lake Shore Drive	Cul-de-sac	0.41	21	VVL	
58	Lake Side Road	High View Drive	End	0.05	21	VVL	
*59	Winding Hollow lane	N Port Washington Road	Cul-de-sac (C&G at Medians)	0.31	22	M	
60	Hidden Reserve Court	Hidden Reserve Circle	Cul-de-sac	0.46	22	VVL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 CRACK SEALING

*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L – Light M-Medium H-Heavy	PRICE/STREE
61	Hidden Reserve Circle	Sunnydale Lane	Hidden Reserve Court	0.35	22	M	
62	Range Line Circle	Range Line Road	Cul-de-sac	0.16	22	VVL	
63	Westview Lane	Haven Avenue	Scenic Avenue	0.28	21	VVL	
*64	Venture Court	N Port Washington Road	Cul-de-sac	0.15	36	VVL	
65	Homestead Trail	Country lane	Curb near N Port Washington	0.28	21	VL	
66	Homestead Trail	N Port Washington Road	End of Curb	0.03	40	M	
67	Valley Drive	Mequon Road	Oriole Lane	0.45	21	L	
68	Hillside Lane	Valley Drive	Riverbend Court	0.25	21	VL	
69	Ranch Road	Country Lane	Cul-de-sac	0.32	21	M	
70	Oriole Lane	Wildwood Drive	Glen Oaks Lane	0.25	22	VVL	
71	Country Lane	Willow Parkway	Woodside Lane	0.13	21	L	
72	Woodside Lane	Country lane	Cul-de-sac	0.14	22	VL	
73	Woodside Court	Woodside Lane	Cul-de-sac	0.08	22	VL	
74	Bobolink Lane	Mequon Road	Grace Aveenue	0.68	21	VVL	
75	Mulberry Drive	Mequon Road	Riverland Drive	0.77	21	L	
76	Rosewood Drive	Mulberry Drive	Chestnut Road	0.24	21	L	
77	Ranch Road	Riverland Road	St James Lane	0.44	21	VL	
78	Grace Avenue	Riverland Drive	St James Lane	0.44	21	VL	
79	Riverland Drive	Riverland Road	Schwemer Lane	0.44	17	L	
80	Pheasant Court	Riverland Drive	Cul-de-sac	0.09	24	L	
81	Auer Lane	Riverland Drive	Sholes Drive	0.08	16	M	
82	Sholes Drive	Auer Lane	Schwemer Lane	0.23	17	L	
83	La Porte Road	Riverland Drive	Sholes Drive	0.08	14	L	
84	Schwemer	Sholes Drive	Riverland Drive	0.07	17	L	
85	Squire Road	Country View Drive	Surface Change	0.08	22	VVL	
86	Squire Road	Surface Change	River Road	0.16	22	M	
87	Country View Drive	Mequon Road	Surface Change	0.58	24	VL	
88	Country View Drive	Surface Change	River Road	0.13	22	M	
89	Laurmark Court	Country View Drive	Cul-de-sac	0.04	22	VVL	
90	Carriage Court	River Road	River Road	0.25	22	M	
91	Laverna Ave	Parkview Drive	River Road	0.25	22	M	
92	Eugene Avenue	Laverna Avenue	Grace Avenue	0.15	20	VVL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 CRACK SEALING

*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L – Light M-Medium H-Heavy	PRICE/STREE
93	Annette Avenue	Laverna Avenue	Grave Avenue	0.15	20	VL	
94	Austin Avenue	Laverna Avenue	Grace Avenue	0.15	20	L	
95	Grace Avenue	River Road	Austin Avenue	0.19	20	L	
96	Park Drive	Dorothy Place	River Forest Drive	0.14	22	VL	
97	Dorothy Place	Circle Drive	Pilot Drive	0.10	22	VL	
98	East Shoreland Drive	Highland Road	Circle Drive	0.35	22	L	
99	Maplecrest Lane	Highland Road	End to South	0.21	22	M	
100	River Forest Circle	River Forest Drive	Around Circle	0.24	24	L	
101	River Forest Drive	Circle Drive	Maple Crest Lane	0.37	22	L	
102	River Forest Drive	Maple Crest Lane	N Port Washington Road	0.27	32	M	
103	Forest Court	River Forest Drive	Cul-de-sac	0.07	22	M	
104	Circle Drive	Dorothy Place	East Shoreland Drive	0.19	22	VL	
						TOTAL BID:	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – ADDITIVE BID ITEMS

*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION FROM	LOCATION TO	L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L – Light M-Medium H-Heavy	PRICE/STREE
	MAIN ROADS (East of Milwaukee River)						
A1	Wauwatosa Road	Mequon Road	Pioneer Road	4.00	30	M	
A2	Cedarburg Road	City of Cedarburg	Village of Thiensville	2.31	30	VVL 5% C/L Paving Joints	
	SUBDIVISIONS (West of the Milwaukee River)						
A3	Baldev Court	Donges Bay Road	Cul-de-sac	0.25	26	H	
A4	Kent Court	Huntington Drive	Cul-de-sac	0.09	24	VVL	
A5	Foxkirk Circle	Foxkirk Drive	End	0.26	22	VVL	
A6	Lake Vista Court	Lake Park Court	Cul-de-sac	0.20	22	VVL	
	SUBDIVISIONS (East of the Milwaukee River)						
A7	River Court	River Road	Cul-de-sac	0.10	22	VL	
A8	White Oak Way	Old Barn Road	Chowning Cross	0.16	22	VL	
A9	Chowning Cross	White Oak Way	Boundary Road	0.08	22	VL	
A10	Chowinng Square	Boundary Road	Cul-de-sac	0.09	22	VL	
A11	Boundary Road	Chowning Cross	Otto Road	0.28	24	VL	
A12	Boundary Square	Boundary Road	Cul-de-sac	0.06	24	M	
A13	Old Barn Road	White Oak Way	Boundary Road	0.12	22	VL	
A14	Otto Road	Zedler Lane	Boundary Road	0.25	22	VL	
*A15	Glenview Court	Otto Road	Cul-de-sac	0.08	22	H	
A16	San Marino Drive	Mequon Road	Cul-de-sac	0.56	22	VL	
A17	Monterey Lane	San Marino Drive	Wyngate Trace	0.27	21	VVL	
A18	Wyngate Trace	Mequon Road	Cul-de-sac	0.46	22	VVL	
A19	San Jose Lane	San Marino Drive	Bonnie Lynn Drive	0.22	22	VVL	
A20	Bonnie Lynn Drive	Mequon Road	Monterey Lane	0.25	21	VVL	
A21	Revere Road	Prairie View Lane	Lake Shore Drive	0.10	21	VVL	
A22	Revere Road	Lake Shore Drive	Mequon Road	0.30	21	VVL	
A23	Saddleworth Court	Lake Shore Drive	Cul-de-sac	0.11	22	VVl	
A24	Glen Oaks Lane	Lake Shore Drive	End	0.25	20	VL	
A25	Willow Glen Court	Glen Oaks lane	Cul-de-sac	0.33	22	L	
A26	Edward Drive	Glen Oaks Lane	Shoreland Drive	0.19	22	VL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – ADDITIVE BID ITEMS

*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L – Light M-Medium H-Heavy	PRICE/STREE
		FROM	TO				
A27	River Glenn Lane	Glen Oaks Lane	Shoreland Drive	0.23	22	VVL	
A28	Thrush Lane	Shoreland Drive	Cul-de-sac	0.15	24	VVL	
A29	Justin Drive	Mequon Road	Mulberry Drive	0.53	22	L	
A30	Rudella Road	Justin Drive	Stonefield Road	0.35	22	L	
A31	Stonefield Court	Stonefield Road	Cul-de-sac	0.07	24	L	
A32	Canterbury Drive	Grace Avenue	Stonefield Road	0.52	22	L	
A33	Canterbury Court	Canterbury Drive	Cul-de-sac	0.05	22	L	
A34	Grace Court	Grace Avenue	Cul-de-sac	0.23	22	H	
A35	Stonefield Road	Justin Drive	River Road	0.35	22	L	
A36	Ashley lane	Justin Drive	End	0.08	22	L	
A37	Hillcrest Drive	Parkview Drive	Eastgate Drive	0.41	18	VL	
A38	Elmhurst Drive	Parkview Drive	Eastgate Drive	0.35	18	VL	
A39	Pleasant Drive	Parkview Drive	Eastgate Drive	0.34	18	L	
A40	Sunnyside Drive	Parkview Drive	Eastgate Drive	0.31	18	L	
*A41	Saddlebrook Lane	Pioneer Road	End	0.97	20	L	
A42	Saddlebrook Circle	Saddlebrook Lane	Saddlebrook Lane	0.18	20	VL	
*A43	Bridalpath Court	Saddlebrook lane	Cul-de-sac	0.26	20	VL	
A44	Cassel Lane	Saddlebrook Lane	End	0.11	20	VL	
PARKING LOTS (West of Milwaukee River, south to north)							
A45	River Barn Park	South 2 = 1,371 SY	South 3 = 2,465 SY			VL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works Committee**

TO: **Common Council**
FROM: **Jeremy Dandy, Engineering Technician**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3832 A Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson, Wisconsin, in the Amount of $1,047,750**

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 Road Improvements contract, a part of the Annual Road and Parking Lot Program to include Westchester Subdivision, Highland Road (Cedarburg Road to Green Bay Road), Hidden Farm Subdivision, and patch work on Wauwatosa Road. The estimate for the road improvements was $922,714.

City roads and parking lots are evaluated yearly to determine the surface rating. Those ratings are used to determine which roadways and parking lots are completed each year as part of the Annual Road and Parking Lot Program. Please see the attached location map for roads included in the 2021 Road Improvements contract bid.

Analysis

The City received two bids for the 2021 Road Improvements contract with the low base bid of $618,890.00 from Stark Pavement Corp. of Brookfield. The low bid is approximately 33% less than the estimate. Based on the available funds for the 2021 Road Improvements contract, staff is recommending that the following additive items be awarded. Items A1 (Underdrain for Highland Road), B1-B6 (Martin Way), and C1-C8 (Riverlake Subdivision). The additive bid items D1-D6 are for work on Highland Road (Cedarburg Road to Wauwatosa Road) which is not recommended for award in 2021 due to additional planning efforts required for bicycle accommodations and will be reconsidered in the 2022 program. Based on the totals of the base bid and the chosen additive items, Payne & Dolan's bid total is $997,867.66 and Stark Pavement's total is $1,016,415.10. These totals show Payne & Dolan as the lowest bidder with the chosen additives. Payne & Dolan has performed acceptable work of this type for the City in the past.

2021 Road Improvements Contract	**Total**
Base Bid	$625,958.26
Additive Bid A1 - Underdrain for Highland Road	$12,000.00
Additive Bid B1-B6 - Martin Way	$93,350.15
Additive Bid C1-C8 - Riverlake Subdivision	$266,559.25
Total	**$997,867.66**

Work on this contract can start as soon as the contract is fully executed and has a completion date of September 15, 2021. The bid summary is attached.

Fiscal Impact

On February 12, 2019, the Common Council approved a $5.1 million bond issuance for a 3-year borrowing for the Annual Road and Parking Lot Program between 2019 and 2021. This is the third year of the aforementioned three-year program funded by long term bonding. The current balance of the Annual Road and Parking Lot Program account is $2,828,860.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed $1,047,750 which includes a contingency of 5% for additionally authorized efforts. The contingency provides for additional services that may result from the unknown field conditions.

The projected cost of the 2021 Road and Parking Lot Program is $2,178,750. This contract as well as the other contracts expected to be in the overall program are shown below.

2021 Road and Parking Lot Program	Bid Amount (with additives)	Award Amount (with contingency)
Rotary Park Parking Lot	$ 442,311.71	$487,000.00
GSB-88 Sealer	$ 170,834.00	$188,000.00
Crack Sealing	$ 164,440.00	$181,000.00
Road Improvements	$ 997,867.66	$1,047,750.00
WE Energies Street Lights MBP	$ 259,481.32	$275,000.00
Total	**$2,034,934.60**	**$2,178,750.00**

There is adequate funding available in the Annual Road and Parking Lot Program account to award this project and maintain sufficient funds for additional roadway patching and parking lot repair contracts later in the construction season.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 Road Improvements contract to Payne & Dolan, Jackson, Wisconsin for a contract award of $1,047,750.

Attachments:
3098-21 2021 Road Improvements Area Map (PDF)
2021 Bid Opening Sheet (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3832

A Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson, Wisconsin, in the Amount of $1,047,750

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2021 Road Improvements contract.

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

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for this contract are available from the Capital Project Account - 410780-469001-10001 (Road and Parking Lot Program).

E. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of $1,047,750.

F. The Committee on Public Works at its meeting on April 13, 2021, approved staff's recommendation.

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

1. The 2021 Road Improvements Contract with Payne & Dolan of Jackson, Wisconsin, with a contingency for a total not-to-exceed cost of $1,047,750 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 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

LEGEND

2021 ROAD IMPROVEMENTS

2021 ADDITIVE ITEMS

CITY OF MEQUON

2021 Road Improvements

0 660 1320 2640 5280 Feet
0 1/8 1/4 1/2 1 Mile

LAKE MICHIGAN

CITY OF MILWAUKEE | VILLAGE OF BROWN DEER | VILLAGE OF RIVER HILLS | VILLAGE OF BAYSIDE

Attachment: 3098-21 2021 Road Improvements Area Map (RESOLUTION 3832 : 2021 Road Improvements Contract Award)

City of Mequon
11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2021 ROAD IMPROVEMENTS FILE #3098-21

BID OPENING: BID OPENING: 3/30/2021 (DATE) 1:00 PM (TIME)

BIDDER	TOTAL BASE BID	Additive A1	Additive B1-B6	Additive C1-C8	Additive D1-D6	Base Bid w/ Additive A, B, C
Stark Pavement	$618,890.00	$9,000.00	$96,928.20	$291,183.90	$205,737.45	$1,016,002.10
Payne and Dolan	$625,958.26	$12,000.00	$93,350.15	$266,559.25	$201,062.17	$997,867.66

Attachment: 2021 Bid Opening Sheet (RESOLUTION 3832 : 2021 Road Improvements Contract Award)

City of Mequon

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 13, 2021**
SUBJECT: **RESOLUTION 3833 A Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement of Brookfield, Wisconsin in the Amount of $487,000**

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 City Parking Lot Improvements Program to include Rotary Park. The estimate for parking lot improvements was $558,081.

City parking lots are evaluated yearly to determine the surface rating. Those ratings are used to determine which parking lots are completed each year as part of the annual program.

Analysis

The City received four bids for the 2021 Rotary Park Parking Lot Improvements contract with a low base bid of $231,976.41 from Stark Pavement Corp. of Brookfield. The low bid is approximately 58% less than staff's original estimate. However, the base bid items did not account for the entire park, whereupon the original estimate amount did. Bidding with a base bid and additives was done to ensure bids did not exceed the available funds for the project and to allow the City to award as many additives as needed to efficiently utilize available funds. The bid opening sheet is attached.

Additive amounts for parking areas, shouldering and base repairs at Rotary Park are recommended for award with the base bid items for a total of $442,611.71, which is approximately 20% less than the original estimate for this work in the park.

Please see Rotary Park area map for lot designations.

Base Bid - West and North Lots	$231,976.41
Additive Bid Items A1 - A6 East Roadway	$80,683.10
Additive Bid Items B1 - B8 East Lot	$99,450.20
Additive Bid Items C1 - C5 Walkway to Gazebo	$16,278.00
Additive Bid Items D1 - D4 Walkway at Rotary Pavilion	$14,224.00
Total	**$442,611.71**

Lions Fest has requested pricing for the Commercial Tent Tie Downs as part of the Rotary Park parking lot bidding. This item would be paid for by Lions Fest if Lions Fest staff determines the

amount is within the Lions Fest budget. These would be used specifically for Lion Fest Events for the anchoring of large tents in the north parking lot area. Additive Bid E1 for Commercial Tent Tie Downs came in at $11,700. This item will be added to the contract by change order following Lions Club approval and payment verification.

Stark Pavement Corp. has performed acceptable work of this type for the City in the past. Work on this contract can start as soon as the contract is fully executed and has a completion date of June 25, 2021.

Fiscal Impact

On February 12, 2019, the Common Council approved a $5.1 million bond issuance for a 3-year borrowing for the road program between 2019 and 2021. This is the third year of the aforementioned three-year program funded by long term bonding which included $650,000 for parking lot improvements.

Previously, the Public Works Committee and Common Council requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not to exceed $487,000, which includes a contingency of approximately 10% for additionally authorized efforts such as additional services that may result from the unknown field conditions.

The Rotary Park project will be paid for from the following accounts:
Capital Account (410781-469001-10004) Pavilion Parking Lot Resurfacing - $100,000
Capital Account (410780-469001-10001) Road and Parking Lot Program - up to $387,000

There is adequate funding available in the accounts shown above to award this project and maintain sufficient funds for additional parking lot improvements at other locations throughout the City later this year.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 Rotary Park Parking Lot Improvements contract to Stark Pavement Corp., Brookfield, Wisconsin for a contract award of $487,000.

Attachments:
2021 Bid Opening Sheet City Parking Lots (PDF)
Rotary Park Area Map_Lots (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3833

A Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement of Brookfield, Wisconsin in the Amount of $487,000

RECITALS

A. Rotary Park is the most heavily used park in the City and plays host to several large events annually.

B. The parking lots at Rotary Park that were constructed in the early 1990's have reached the end of their useful life and need repair or replacement.

C. The City of Mequon Engineering Division has advertised and received bids for parking lot improvements in Rotary Park to include milling and/or pulverizing old pavement, base repair, limited concrete curb & gutter and sidewalk repairs, asphalt paving of entire driveways and lots, shouldering, and striping.

D. Staff has reviewed the various bids and contractor qualifications.

E. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

F. Adequate funds for this contract are available in the Capital Accounts 410781-469001-10004 - Pavilion Parking Lot Resurfacing, and 410780-469001-10001 - Road and Parking Lot Program.

G. To provide for additional services that may be required depending on field conditions and base stability, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of $487,000.

H. The Committee on Public Works at its meeting on April 13, 2021, approved staff's recommendation.

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

1. The Agreement for the 2021 Rotary Park Parking Lot Improvement project, as let for bid, is approved, and awarded to Stark Pavement of Brookfield, Wisconsin, in an amount not-to-exceed $487,000, 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 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

City of Mequon
11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2021 PARKING LOT IMPROVEMENTS FILE #3825-21

BID OPENING: 3/30/2021 (DATE) 10:30 AM (TIME)

BIDDER	TOTAL BASE BID	ADDITIVE ITEMS A1-A6	ADDITIVE ITEMS B1-B8	ADDITIVE ITEMS C1-C5	ADDITIVE ITEMS D1-D4	ADDITIVE ITEM E1	BASE W/ ADDITIVES A, B, C, D
Stark Pavement	$231,976.41	$80,683.10	$99,206.20	$16,278.00	$14,224.00	$11,700.00	$442,367.71
Payne & Dolan	$251,254.15	$82,842.54	$100,579.27	$16,726.79	$16,375.68	$36,075.00	$467,778.43
Parking Lot Maintenance	$276,332.55	$97,499.20	$108,879.40	$17,400.00	$17,530.00	$10,725.00	$517,641.15
Poblocki	$242,022.54	$81,466.84	$103,414.40	$15,144.00	$14,928.40	$11,155.00	$456,976.18

Attachment: 2021 Bid Opening Sheet City Parking Lots (RESOLUTION 3833 : 2021 Rotary Park Parking

City of Mequon



Attachment: Rotary Park Area Map_Lots (RESOLUTION 3833 : 2021 Rotary Park Parki

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works Committee**

TO: **Common Council**
FROM: **Jeremy Dandy, Engineering Technician**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3834 A Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of Street Lights in Phase I of the Mequon Business Park at a Cost of $275,000**

Background

At its March meeting, the Public Works Committee authorized staff to proceed with the replacement of streetlights within Phase I of the Mequon Business Park (MBP). The estimate for these lighting improvements was $260,000.

The 30-year-old lighting in Phase I of the Mequon Business Park is past its useful life and requires replacement. Two options were provided seeking approval to move forward. First, was to have the City replace the fixtures with energy efficient LED lighting and maintain responsibility for future maintenance and replacement. The second option was for WE Energies to install energy efficient LED lighting and have WE Energies be responsible for maintenance, repair, and future replacement. It was determined that the benefit was greater by having WE Energies install new lighting fixtures in Phase I of the Mequon Business Park to match the We Energies lighting in Phase II, installed in 2003.

In 2020, the storm sewer catch-basins and some curb & gutters within MBP were reconstructed in preparation for the Phase I Mequon Business Park project. City staff is continuing to work through other projects in addition to the lighting. Removal of existing lighting and the abandonment of the existing irrigation system will be contracted out later in the year in preparation for repaving Phase I of the Mequon Business Park in 2022. To plan for these individual projects, staff wanted to coordinate with WE Energies prior to bidding out the removal of existing lighting and irrigation abandonment, as WE Energies has an estimated start date of 10-12 weeks after the authorization has been accepted and executed by the City.

Analysis

The City has been in communication with WE Energies for the replacement lighting in Phase I of the Mequon Business Park which will be part of the 2021 Road and Parking Lot Program. The amount specified by WE Energies for this project is $259,481.32. Based on available funds for the 2021 Road Improvements project, staff is recommending that the following items be awarded.

	Total	With 6% Contingency

WE Energies install new lighting in MBP	$259,481.32	$275,000.00

Work on this contract can start as soon as the contract is fully executed, but as stated above, WE Energies has an estimated start date of 10-12 weeks after the authorization has been accepted. The authorization letter is attached.

Fiscal Impact

On February 12, 2019, the Common Council approved a $5.1 million bond issuance for a 3-year borrowing for the road program between 2019 and 2021. This is the third year of the aforementioned three-year program funded by long-term bonding.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not to exceed $275,000, which includes a contingency of 6% for additionally authorized efforts. The contingency provides for additional services that may result from the unknown field conditions.

There is adequate funding available in the Annual Road and Parking Lot Program account to award this project and maintain sufficient funds for roadway patching and parking lot repair contract later in the construction season.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution authorizing WE Energies to install Street Lighting in Phase I of the Mequon Business Park in an amount not-to-exceed $275,000.

Attachments:
4487786 Authorization Letter (002) (PDF)
2021 Mequon Business Park Phases (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3834

A Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of Street Lights in Phase I of the Mequon Business Park at a Cost of $275,000

RECITALS

A. The City of Mequon Engineering Division plans to re-pave the 30-year-old Phase I portion of the Mequon Business Park in 2022.

B. Ahead of the Phase I Business Park re-paving project, the streetlights need to be replaced.

C. The Phase II portion of the Mequon Business Park (2003) has WE Energies high efficiency streetlights.

D. Staff has received an authorization letter from WE Energies to install high efficiency LED lighting in the Phase I portion of the Mequon Business Park.

E. Adequate funds for this work are available from the Capital Project Account - 410780-469001-10001 (Road and Parking Lot Program).

F. To provide for any additional work required from unforeseen conditions, the award amount shall be affirmed with a contingency for a total not-to-exceed cost of $275,000.

G. The Committee on Public Works at its meeting on April 13, 2021, approved staff's recommendation.

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

1. Staff is authorized to enter into a contract with We Energies to install high efficiency streetlights within the Phase I portion of the Mequon Business Park, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____

Caroline Fochs, City Clerk

We Energies
231 W. Michigan St.
Milwaukee, WI 53203
www.we-energies.com

March 10, 2021

Mr Jeremy Dandy

City of Mequon
11333 N Cedarburg Road
Mequon, WI 53092

Subject: Work Request 4487786; Lighting at Mequon Business Park

Dear Mr Dandy:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is $259,481.32, and does not include site restoration. Net monthly charges will initially increase by 607.38, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 414-221-4847. We look forward to working with you on your lighting project.

Sincerely,

Raymond Jachimiec

Raymond Jachimiec

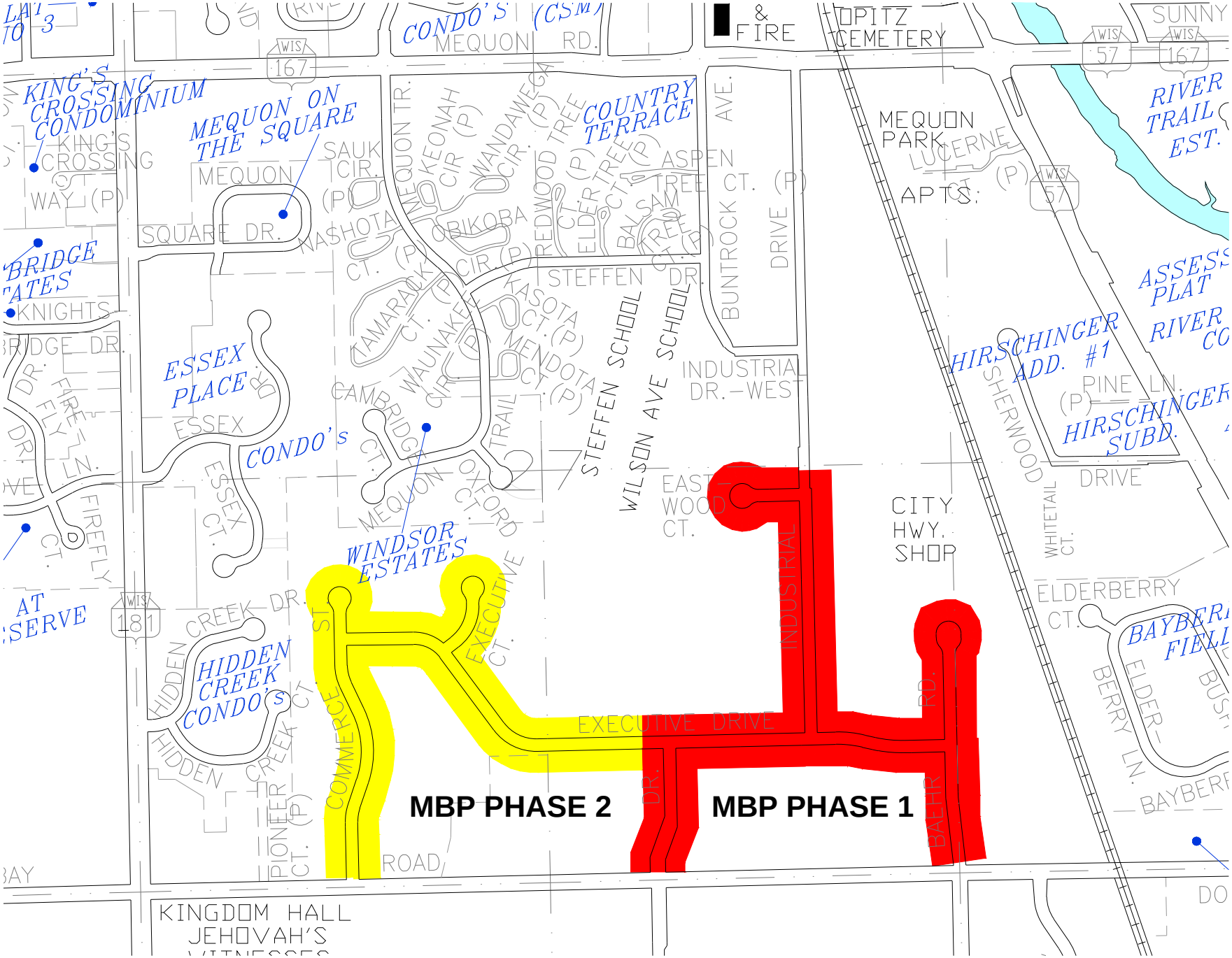
By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____ Date: _____

Print name: _____ Title: _____

Enclosures

Attachment: 4487786 Authorization Letter (002) (RESOLUTION 3834 : We Energies Street Lights Mequon Business Park)



Attachment: 2021 Mequon Business Park Phases (RESOLUTION 3834 : We Energies Street Lights

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works**

TO: **Common Council**
FROM: **Tim Weyker, Deputy Director of Public Works**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3835 A Resolution Authorizing City Staff to Exceed the Public Works Equipment Replacement Capital Account Balance by $225,000 During 2021 for the Purchase of a New Loader Vehicle with Snowplow and Wing Attachments**

Background

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

In order to provide more efficiency during winter snow removal operations, staff is requesting authorization for a one-time expenditure for the purchase of a new loader with the appropriate snowplow and wing attachments to aid in citywide snow removal efforts. Please see the attached memo from Highway Division Superintendent, Rich Haczynski, which explains and justifies the efficiencies that could be realized by adding a new loader to the fleet. In addition to the points made in the memo by Supt. Haczynski, there were several times during this last winter that DPW had every available snowplow on the road clearing snow, including the grader and the current loader. There are currently two vacancies in the Highway Division. Once at full staff, there will be two more plow drivers available that could be utilized during any given snow event.

Analysis

In 2018, the City contracted with Mercury Associates, Inc. for a Fleet Rightsizing and Replacement Study. The rightsizing aspect of the study's report was realized shortly after the Mercury study and recommended units in the fleet were eliminated. The fleet replacement aspect of the study gave recommended replacement cycles and annual budget expenditure recommendations. The current DPW equipment replacement budget is less, and the current equipment replacement cycle is greater, than the recommendations of the study. In light of this, staff does not recommend adding a new piece of equipment at the sacrifice of replacing the existing equipment listed below.

2021 Equipment Replacement Staff Recommendation (in priority order)

Unit #	Year	Description	Estimate	Comments
318	2001	Plow Truck	$195,000	Frame of dump box rusted beyond repair.

339	1961	Rubber Tire Roller	$39,000	60 years old, unreliable, and unsafe
203	1999	1 Ton Pickup Truck	$30,000	Pickup bed and lift gate rusted out.
403*	2009	1 Ton Dump Truck	$9,000	*Replacing dump box only - rusted out.
456	2012	Zero Turn Mower	$14,000	Used daily in summer and needs replacing.
359	1997	Culvert Steamer	$9,000	Vital to clear frozen culverts
354	1996	Asphalt Heater	$8,000	Trailer and frame rusted out.
516*	2011	Buildings Vehicle	$9,000	*Replace with used Sewer Utility truck
			$313,000	

Fiscal Impact

The DPW Equipment Replacement account balance is currently $408,000. Sale of the above listed equipment at auction is estimated to total approximately $20,150. Unit 409 was approved and ordered for $70,500 last year, but to date has not been delivered. The 2021 lease payment for the four Chevy Malibu City Hall pool vehicles is $19,650. Considering the sale of equipment and these two current obligations, the remaining account balance available for equipment replacement in 2021 is **$338,000.** The estimated cost of a new loader with snowplow and wing is $250,000.

According to the Fleet Rightsizing and Replacement Study, cost savings realized from the rightsizing of the fleet were projected to be $71,000 in 2019 and $174,000 in 2020 for a total of $245,000. The savings from rightsizing was projected to be $121,000 in 2021.

Each equipment purchase that requires Public Works Committee and Common Council approval will come before the bodies with associated resolutions authorizing the purchase. For any purchase(s) that exceed the allocated budget for 2021, staff will provide a source for the funds. Based upon seven (7) current vacancies within the Department, it is anticipated that the majority of funding needed to finance this supplemental purchase can be fulfilled with anticipated salary and benefit savings that have been, or that will continue to be, realized into mid-2021. Accordingly, and pending the Common Council's concurrence with staff's recommendation as proposed, a forthcoming resolution memorializing the necessary transfer of funds to account for this additional, one-time expenditure will be presented once final vehicle and equipment purchase prices have been obtained.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 13, 2021.

Attachments:
Memo from Highway Superintendent (DOC)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3835

A Resolution Authorizing City Staff to Exceed the Public Works Equipment Replacement Capital Account Balance by $225,000 During 2021 for the Purchase of a New Loader Vehicle with Snowplow and Wing Attachments

A. Historically, the combination of DPW Highway Division staffing levels and the matching pieces of equipment in the DPW fleet accomplished snow removal for a significant snow event in five to six hours.

B. In the last ten years, the City's street network has grown by approximately five miles of subdivision streets and includes twenty-two additional cul-de-sacs.

C. With the additional streets and cul-de-sacs, snow removal times are trending towards approximately eight hours to complete, and cleanup after the snow event is taking even longer.

D. While in 2020 DPW staffing was supplemented with the addition of two Forestry Division workers who are also called upon for snow removal, during the 2020/2021 winter snow season the Highway Division operated with two highway worker vacancies.

E. In several of the 2020/2021 snow events, every available piece of snow plowing equipment in the fleet was on the road. When the Highway Division is back to full staff, there will be a need for more snow removal equipment.

F. The current DPW fleet includes one loader outfitted with a snowplow and wing which has been shown to be more efficient for snow removal in dead ends, courts, and cul-de-sacs by a ratio of three to one when compared to a standard snowplow truck.

G. Areas of the City with large concentrations of courts and cul-de-sacs are spread out miles apart in the City and take significant amount of travel time to get to with just one loader.

H. The DPW Highway Division recommends the addition of one more loader outfitted with snowplow and wing aid in snow removal and cleanup in order to reduce snow removal time back down to the five to six-hour time frame.

I. The DPW fleet was rightsized in 2018, and according to the Fleet Rightsizing & Replacement Study saved a projected total of $245,000 in 2019 and 2020.

J. A subsequent purchase resolution will include the source of funds and associated budget transfer in connection with this additional equipment purchase in 2021, as proposed.

K. The Committee on Public Works, at its meeting on April 13, 2021 approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that Staff is authorized to exceed the current available funds in the equipment replacement capital account by $225,000 for the purchase of a new loader with snowplow and wing attachments, in addition to replacement of existing equipment in the DPW fleet during Fiscal Year 2021.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

City of Mequon

11333 N. Cedarburg
Mequon, WI 53092-
Phone (262) 236-2913
Fax (262) 238-1580

www.ci.mequon.wi.us

Public Works Department

Date: March 19, 2021

To: Tim Weyker, Deputy Director of Public Works

From: Rich Haczynski, Highway Superintendent

Subject: Need for a Second Pay Loader with Plow & Wing

Reasons the Department of Public Works needs another loader for snow plowing:

In the last 10 years the City of Mequon has given 3.69 miles of straight easy to plow roads to Ozaukee County to maintain. In the same 10 years we have acquired 5.26 miles of road which is subdivisions, including may courts and dead-end stubs. In 2004, the Public Works Department had 299 cul-de-sacs and dead ends. Today the department has 321 cul-de-sacs and dead ends to maintain which are very hard and time consuming to plow with a big plow truck. These trucks do not turn the greatest when pushing snow. In all courts we try and push most of the snow to the inside of the court, so we do not fill all the driveways with a wall of snow. The loader pivots in center and can wrap around a court very easy. Right now, we have one loader with plow and wing set up for plowing (first got the loader to help in courts in 1985). The route we have for the loader has been in place since 2004 and consists of 45 courts to plow. This route takes about 5.5 hours at which point the loader jumps over to help in other sections with courts to try to get routes done faster. Now a complete clean up with 15 trucks and loader is taking close to 8 hours as compared to 10 years ago when it took 5.5 to 6 hours.

My plow drivers struggle to get through all these new courts, so we decided to do a time test in one of our newest subdivisions, the Enclave. During a large heavy snow event we had a truck and loader do the exact same courts, just opposite sides of the street. What we observed was the loader had no problem doing the court completely in seven minutes. The truck on the other hand had problems getting around the court and took him twenty-three minutes to finish. In that time, the loader did two other courts. This determined that the loader does three courts in the same time as a truck can do one. If we could add another loader to our fleet, I hope to get our complete plow clean up time back to the 5.5 to 6 hours instead of the 8 hours it is taking us now with all the new roads we have acquired.

In 1985 the City of Mequon had one loader with plow and wing set up to help with courts. Since 1985 many courts and dead ends have been added to the City of Mequon. Plow routes have gotten bigger and in turn are taking more time. I feel if we can add another loader with plow and wing to our routes, we could improve our time on getting the roads cleared to that 5-6 hour mark instead of 8 hours.

Attachment: Memo from Highway Superintendent (RESOLUTION 3835 : Purchase of a New Loader with Snowplow and Wing Attachments)

City of Mequon

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

www.ci.mequon.wi.us **Office of Public Works**

TO: **Common Council**
FROM: **Mike Gies, Parks and Forestry Superintendent**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3836 A Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of $25,000**

Background

Historically, the City of Mequon contracts with a landscape firm to perform median, boulevard, and bed maintenance in various public spaces throughout the City. While the Department of Public Works provides routine mowing, it does not have the resources to complete the mulching, invasive plant/weed control, and landscaping work that a larger firm can provide.

The maintenance contract includes the following: medians on Cedarburg Road east of City Hall, Mequon Road from Wauwatosa Road to Port Washington Road, City Hall rear parking area, the Gateway Feature, and within the Mequon Business Park.

Analysis

The contract varies by location, but generally includes the following maintenance activities:

- All trees and shrubs will be pruned or trimmed to shape, and all unwanted growth or deadwood removed.
- All planting beds and cement islands will have debris removed, be weeded, and Round Up applied as necessary on a biweekly basis. Service dates will be April 15 through November 15 which equals 16 visits.
- Once or twice during this season, all tree rings and planting beds will be top dressed with 1" of mulch.
- Once the annual growing season is over (approximately November 15-20) all shrubs will be pruned back, perennials will be cut down, leaf cleanup, and other annual vegetation will be removed.

Northern Exposure provided the lowest proposal for the work. Northern Exposure is a reputable local landscape contractor operating in Mequon.

Fiscal Impact

The City received four bids from qualified contractors. The bids are summarized below:

	Northern Exposure	Birchwood	J.R. Boehlke	Complete Lawn
Total Bid:	$25,000	$26,907	$31,925	$35,840

The contract allows for renewal in 2024, for a successive three-year term. The annual contract cost of $25,000 is less than that of the 2020 contracts ($25,180) and includes additional service for the Gateway Feature.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding the three-year contract for median maintenance to Northern Exposure Landscaping, Inc. for an annual cost of $25,000.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3836

A Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of $25,000

RECITALS

A. The City contracts for median maintenance on Cedarburg Road, Mequon Road, within the Mequon Business Park, City Hall Parking Lot, and the Gateway Feature at Cedarburg Road and Mequon Road.

B. City staff issued a Request-for-Proposals which resulted in receipt of proposals from four qualified contractors.

C. Staff recommends to the Public Works Committee that a three-year contract be awarded to Northern Exposure Landscaping Inc, Mequon, Wisconsin.

D. The Public Works Committee approved staff's recommendation at its meeting on April 13, 2021.

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

1. The Contract for Median and Landscape Maintenance is awarded to Northern Exposure Landscaping, Inc. of Mequon, WI, in an annual amount not to exceed $25,000, 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 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

_____
Caroline Fochs, City Clerk

City of Mequon

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

www.ci.mequon.wi.us **Office of Parks and Forestry**

TO: **Common Council**
FROM: **Mike Gies, Parks and Forestry Superintendent**
DATE: **April 13, 2021**
SUBJECT: **RESOLUTION 3837 A Resolution Awarding a Contract for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin in the Amount of $13,750**

Background

The City utilizes contracted tree removal services to supplement Emerald Ash Borer (EAB) abatement efforts administered by the Department of Public Works (DPW). As in the past, contracted services are utilized to "top" or remove the branches and upper reaches of an ash tree to a manageable falling height of 10-12'. DPW crews then remove the stems, grind the stumps, and restore the area. This process is cost effective and allows staff to extend the contracted services budget.

Analysis

The spring 2021 removal contract includes 144 ash trees in two primary locations. Location #1 is the Michivue neighborhood off Lakeshore Drive, consisting of Northpoint Road, Ravine Drive, and Lakeview Road. Location #2 is the Scenic Heights neighborhood, consisting of Scenic Avenue, Westview Lane, Crestline Road, Hedgewood Lane, and Haven Avenue (see the attached map). The Request for Proposals was available on the City's website and directly mailed to previous requesting contractors.

Staff received three proposals, all three from qualified contractors, two of whom have performed work for the City in the past.

Contractor	Quote
Wallace Tree and Landscape Inc.	$13,750
Choice Cuts Tree Service, LLC	$24,100
Plymouth Landscape Company	$58,557

Fiscal Impact

The Common Council allocated $60,000 for the EAB capital budget in 2021. The proposed removal contract is $13,750. A small contract on Hillside Drive and Willow Parkway was previously completed in 2021 totaling $7,300. There is also an additional small contract awaiting proposals for Katherine Kearney Carpenter Park. Total funds from the account will be allocated as follows to date:

2021 Spring Removal	$13,750

Hillside/Willow Parkway Removal	$7,300
Katherine Kearney Carpenter Park	TBD
Shoreland Parkway Removal	TBD
Tree Purchase for EAB Replacement	TBD
West Chester, Rolling Field, and Lakeshore Ash Replacement	TBD
Fall Tree Replacement	$10,000
Total:	**$31,050**

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding a contract for ash tree removal services in the amount of $13,750 to Wallace Tree and Landscape Inc. of Glendale, Wisconsin.

Attachments:
Area 1 NorthPoint, Ravine, Lakeview Map 1(PDF)
Area 1 NorthPoint, Ravine, Lakeview Map 2(PDF)
Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 1 (PDF)
Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 2 (PDF)
Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 3 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3837

A Resolution Awarding a Contract for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin in the Amount of $13,750

RECITALS

A. Staff published a Request for Proposals for the contracted tree removal of 144 ash trees.

B. Staff has reviewed the various proposals and contractor qualifications and has made a recommendation for the award of the contract.

C. The Public Works Committee endorsed staff's recommendation at its April 13, 2021 meeting.

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

1. The EAB Spring Removal Contract is awarded to Wallace Tree and Landscape Inc. of Glendale, Wisconsin, in an amount not-to-exceed $13,750, 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 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

City of Mequon



3/16/2021, 2:43:42 PM

1:2,257

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0 0.02 0.04 0.08 km

Easement Areas

Parcels

Road Reservation

Road Right-of-Way

Condominium

Gap

Overlap

Tax Parcel

Historical Parcel Lines

Local Roads

Private Road

Town/Public Road

Highways

US Highway

State Highway

County Road

Ramp

Railroad Centerline

Milwaukee County Land Information Office | S

Attachment: Area 1 NorthPoint, Ravine, Lakeview Map 1 (RESOLUTION 3837 : A Resolution Awarding the Spring 2021 EAB Contract)

City of Mequon



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Parcels
- Road Reservation
- Road Right-of-Way
- Condominium
- Gap
- Overlap
- Tax Parcel
- Historical Parcel Lines

Local Roads
- Private Road
- Town/Public Road

Highways
- US Highway
- State Highway
- County Road
- Ramp
- Railroad Centerline

Attachment: Area 1 NorthPoint, Ravine, Lakeview Map 2 (RESOLUTION 3837 : A Resolution Awarding

Milwaukee County Land Information Office | Source: USDA NRCS, Esri |

City of Mequon



3/16/2021, 2:23:40 PM

Easement Areas
Trees

Parcels
Road Reservation

Road Right-of-Way
Condominium
Gap
Overlap

Tax Parcel
Historical Parcel Lines

Local Roads
Private Road

Town/Public Road

Highways
US Highway
State Highway

County Road
Ramp
Railroad Centerline

1:2,257

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Attachment: Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 1 (RESOLUTION 3837 : A Resolution Awarding the Spring 2021 EAB Contract)

Milwaukee County Land Information Office | Source: USDA NRCS, Esri |

City of Mequon



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Easement Areas
Trees

Parcels
Road Reservation
Road Right-of-Way
Condominium
Gap
Overlap
Tax Parcel
Historical Parcel Lines

Local Roads
Private Road

Town/Public Road

Highways
US Highway
State Highway

County Road
Ramp
Railroad Centerline

1:2,257

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Attachment: Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 2 (RESOLUTION 3837 : A Resolution Awarding the Spring 2021 EAB Contract)

Milwaukee County Land Information Office | Source: USDA NRCS, Esri |

City of Mequon



3/16/2021, 2:29:19 PM

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- Trees
- Parcels
  - Road Reservation
  - Road Right-of-Way
  - Condominium
  - Gap
  - Overlap
  - Tax Parcel
  - Historical Parcel Lines
- Local Roads
  - Private Road
- Town/Public Road
- Highways
  - US Highway
  - State Highway
- County Road
- Ramp
- Railroad Centerline

Attachment: Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 3 (RESOLUTION 3837 : A Resolution Awarding the Spring 2021 EAB Contract)

Milwaukee County Land Information Office | Source: USDA NRCS, Esri |