



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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, May 10, 2022 - 7:30 PM
or Immediately Following the
Mequon Municipal Water Utility Commission
Christine Nuernberg Hall**

Agenda

- 1) Call to Order**
- 2) Pledge of Allegiance**
- 3) Roll Call**
- 4) Public Hearing:**
 - a) **ORDINANCE 2022-1620** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the 86-Acre Parcel Located on the West Side of Swan Road, North of County Line Road from R-1 (5-Acre) to R-3 (1-Acre) with a CGA (Central Growth Area) Overlay and Amend the City's Land Use Plan Map from Rural Residential to Residential 1-Acre, in Connection with an 83-Lot Single-Family Residential Development; **Recommended by Planning Commission March 21, 2022; First Reading at Common Council April 12, 2022.**
- 1) Public hearing**
- 2) Consideration of ordinance**
- 5) Convene as the Sewer Utility District Commission**
- 6) Reconvene as the Common Council**
- 7) Personal Appearances and Public Comment:**

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

8) Public Officials' Reports:

- a) Mayor
- b) City Administrator

9) Consent Agenda:

- a) Common Council meeting minutes of April 12 and April 19, 2022
- b) Architectural Board meeting minutes of March 14, 2022
- c) Economic Development Board meeting minutes of March 15, 2022
- d) Festivals Committee meeting minutes of March 9, 2022
- e) Finance-Personnel Committee meeting minutes of March 8, 2022
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of March 2, 2022
- g) Mequon Municipal Water Utility Commission meeting minutes of March 8, 2022
- h) Park and Open Space Board meeting minutes of March 16, 2022
- i) Planning Commission meeting minutes of March 21, 2022
- j) Public Welfare Committee meeting minutes of March 8, 2022
- k) Public Works Committee meeting minutes of March 8, 2022
- l) Sewer Utility District Commission meeting minutes of March 8, 2022
- m) Zoning Enforcement and Site Compliance Report through May 1, 2022
- n) **RESOLUTION 3948** - A Resolution Approving Revisions to the Mequon Aldermanic Ward Listing, Aldermanic Ward Map and Polling Site Designations, Due to Assembly Redistricting; **Recommendation Forthcoming by Public Welfare Committee May 10, 2022.**
- o) Ordinance First Readings

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

- 1) **ORDINANCE 2022-1621** - An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m.; **Recommended by Planning Commission April 25, 2022; First Reading.**
- 2) **ORDINANCE 2022-1622** - An Ordinance Revising the Wards in Mequon Aldermanic Districts 1 & 4, Due to Assembly Redistricting. **Recommendation Forthcoming by Public Welfare Committee May 10, 2022; First Reading.**
- 3) **ORDINANCE 2022-1623** - An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department; **Recommendation Forthcoming by Public Safety Committee May 10, 2022; First Reading.**

10) Ordinance:

ORDINANCE 2022-1618 - An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools. **Recommended by Public Welfare Committee February 8, 2022; First Reading at Common Council February 8, 2022; Tabled at Common Council March 8, 2022; Recommended by Public Welfare Committee April 12, 2022.**

11) Resolutions:

- a) **RESOLUTION 3949** - A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with Carlson Dettmann Consulting, Appleton, Wisconsin in an Amount Not-to-Exceed \$27,750; **Recommendation Forthcoming by Finance-Personnel Committee May 10, 2022**
- b) **RESOLUTION 3950** - A Resolution Authorizing the City to Enter into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management of the Passenger Vehicle Segment of the City's Fleet; **Recommended by Public Works Committee April 12, 2022.**
- c) **RESOLUTION 3951** - A Resolution Authorizing an Application Submittal for Wisconsin Department of Transportation 2022 Surface Transportation Program - Urban (STP) Funding for Road Replacement Along Mequon Road, North Lake Shore Drive and Zedler Lane; **Recommendation Forthcoming by Public Works Committee May 10, 2022.**
- d) **RESOLUTION 3952** - A Resolution Awarding the 2022 County Line Road Box Culvert Replacement Contract to C.W. Purpero, Inc., of Oak Creek, Wisconsin, in an Amount Not-to-Exceed \$300,000; **Recommendation Forthcoming by Public Works Committee May 10, 2022.**
- e) **RESOLUTION 3953** - A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer Service Area; **Recommendation Forthcoming by Sewer Utility District Commission May 10, 2022.**
- f) **RESOLUTION 3954** - A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed \$298,001; **Recommendation Forthcoming by Sewer Utility District Commission May 10, 2022.**
- g) **RESOLUTION 3955** - A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$63,294; **Recommendation Forthcoming by Sewer Utility District Commission May 10, 2022.**

- h) **RESOLUTION 3956** - A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount of \$587; **Recommendation Forthcoming by Sewer Utility District Commission on May 10, 2022.**

12) Specified Unfinished Business From Prior Meetings: None.

13) Specified New Business:

Mayoral Appointments:

- a) Park and Open Space Board, David Wolfson, At-Large
- b) Frank L. Weyenberg Library Board of Trustees, Graham Baxter, At-Large
- c) Board of Police and Fire Commissioners, Warner Jackson, At-Large
- d) Festivals Committee, Deanna Conaty, Member, At-Large
- e) Southern Ozaukee Fire and EMS Board of Directors, Kathleen Schneider, Director, At-Large

14) Adjourn

Dated: May 3, 2022

/s/ Andrew Nerbun, Mayor

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

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



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

www.ci.mequon.wi.us

Office of Community Development

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

Background

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

Analysis

The concept plan complies with all requirements of the CGA (Central Growth Overlay) Zoning District with lots ranging from $\frac{1}{2}$ to $\frac{3}{4}$ acre. There is one large lot at the far northeast corner of the parcel separated from the other lots in the development that is 1.68 acres in size. The proposed road network shows two connections to Huntington Park to the west. The plan shows a path connecting to the roadway at the east end of the subdivision in two locations.

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

OPEN SPACES:

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

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

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

LOT LAYOUT AND SIZES:

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

ACCESS and INTERCONNECTIVITY:

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

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

Concept Plan Update

The applicant has submitted an updated concept plan based on the conditions of Planning Commission approval (see Exhibit C). Staff has reviewed the updated concept plan and is recommending the following changes:

- Modify Lot 33 to comply with the 110' average lot width.
- Extend the sidewalk on Tundra Drive to the north end of Lot 78.

Fiscal Impact

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

Recommendation

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

Attachments:

Exhibit A: Zoning Map (PDF)

Exhibit B: Concept Plan (PDF)

Exhibit C: Updated Concept Plan based on Planning Commission approval (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1620

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

RECITALS

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

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

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

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

SECTION I

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

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

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

- community mailbox between lots 76 and 77.
- f. An open space plan is required prior to Preliminary Plat and shall address the following:
 - i. all common, open space land
 - ii. a required 6' asphalt bike and pedestrian path within the open space
 - iii. identification of all active and passive recreational features
 - iv. required entryway signage and landscaping
 - g. Pedestrian and bike paths and the necessary easements shall be required in accordance with the approved concept plan.
 - h. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.
 - i. All roads and bike paths connecting to adjacent sites shall be installed at the time of each associated phase of development.
 - j. The development shall comply with preliminary plat, development agreement, and final plat requirements.
 - k. There shall be a permanent open space buffer along the perimeter of this development as illustrated in the attached development concept plan and per Planning Commission action.
 - l. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.
 - m. Street trees are subject to the approval of the Tree Board and Planning Commission.
 - n. Street lighting, if proposed, is subject to the approval of the Planning staff.
 - o. Legal documents requiring the Homeowners Association maintenance of public sidewalk, bike trails within the common open space, wetland buffers and stormwater facilities.
 - p. Right-of-way dedication along Swan Road at the width of the ultimate right-of-way, subject to Common Council acceptance, as part of the preliminary plat.
 - q. Realignment of East Huntington Drive connection with Swan Road south to allow for a crosswalk from the subdivision sidewalk to the Mequon Nature Preserve parking lot.
 - r. The wetland delineation report with WDNR concurrence should be submitted with the preliminary plat application. The wetland boundaries and protective areas should be shown on the preliminary plat. If wetland fill is proposed, WDNR permitting shall be submitted at the time of preliminary plat.
 - s. The final civil plans shall provide a transition from curb and gutter to match the existing cross section in Huntington Park west of Cygnet Court on Huntington Drive and west of Cob Court on Tundra Drive.
 - t. An amendment to the City of Mequon Sewer Service Area to include the property. The conditions for connection require the sewer service area amendment be approved by the following:
 - i. the City of Mequon Sewer Utility District Commission,

- ii. the Milwaukee Metropolitan Sewerage District,
- iii. the Southeastern Regional Planning Commission, and the Wisconsin Department of Natural Resources.
- u. Connection to public water infrastructure.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

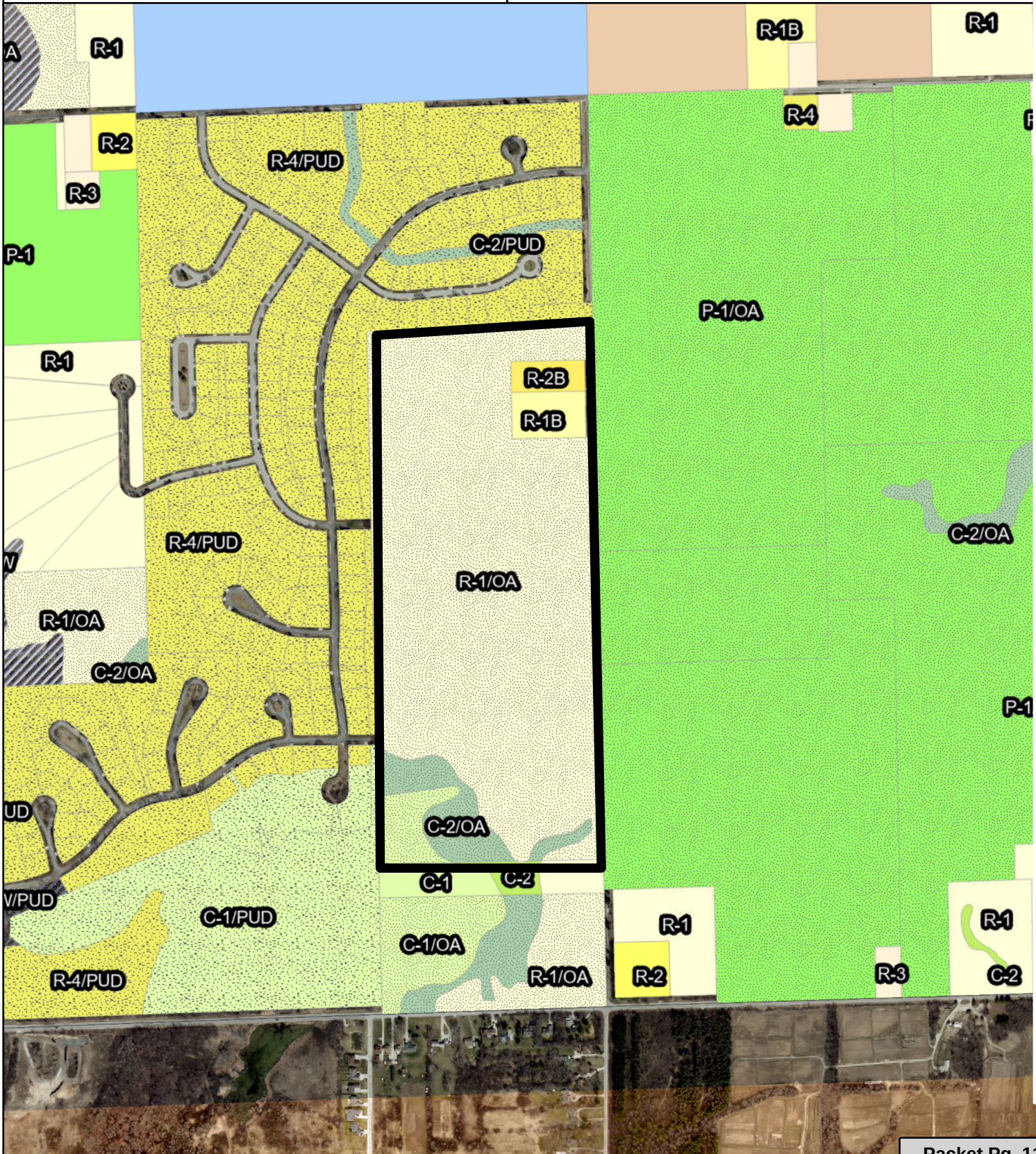
Caroline Fochs, City Clerk

Published: _____

POINT REAL ESTATE

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

4.a.a

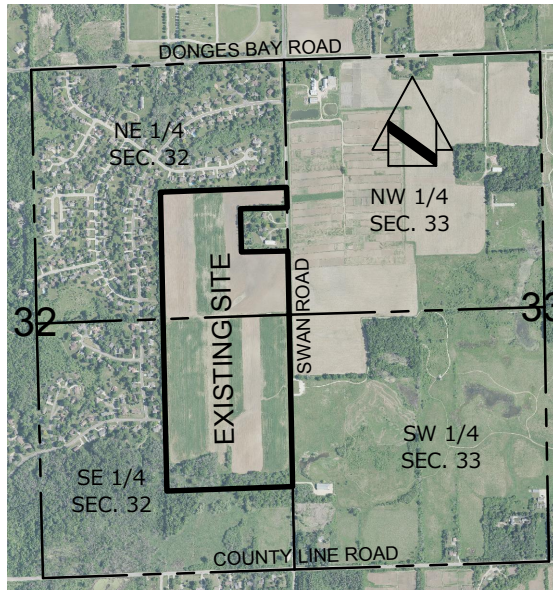


Attachment: Exhibit A: Zoning Map (ORDINANCE 2022-1620 : Point Real Estate Subdivision Swan Rd)

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



GRAPHICAL SCALE (FEET)
0 1" = 100' 200'



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

NOTES:

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

APPLICANT/DEVELOPER:

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

PROJECT ENGINEER/SURVEYOR:

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

SITE DATA:

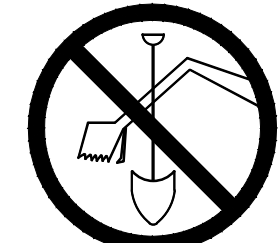
EXIST. LAND USE: RES 5 ACRE MINIMUM
PROP. LAND USE: RES 1-1.5 ACRES

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

PROPERTY = 85.9± AC (WITHOUT 50' ROW
FOR SWAN ROAD)

PROP. 84 LOTS
PROP. 5,851 FEET OF ROAD
PROP. OUTLOTS 1-4 = 30.6 ACRES (35.6% OPEN SPACE)

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



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

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SEE DIGGER HOTLINE FOR DETAILS
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SWAN RIDGE FARMS
PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUCKEE COUNTY, WISCONSIN

REVISIONS

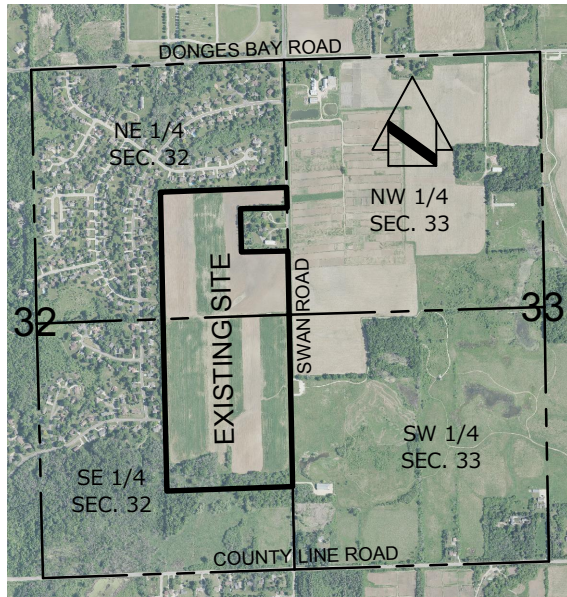
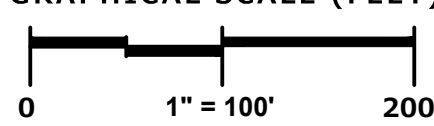
REG. JOB No. 2165.00
REG. PM. ASZ
DATE 02/21/2022
SCALE 1"=100'

SHEET
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OF
1

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GRAPHICAL SCALE (FEET)



VICINITY MAP
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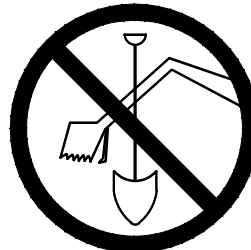
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PROPERTY = 85.98+ AC (WITHOUT 50' ROW
FOR SWAN ROAD)
PROP. 83 LOTS
PROP. 5,922 FEET OF ROAD
PROP. OUTLOTS 1-4 = 31.67 ACRES (36.8% OPEN SPACE)

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MIN. REAR OR SIDE SETBACK ABUTTING
EXISTING SUBDIVISION: 30'
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PROPERTY BOUNDARY: 30'
MIN. 30% COMMON OPEN SPACE.
NO OPEN SPACE OUTLOT LESS THAN 5,000 SF

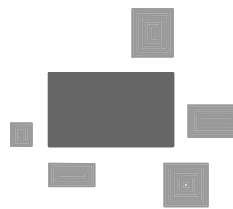


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SWAN RIDGE FARMS

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



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

CHICAGO | MILWAUKEE | NATIONWIDE

CONCEPT PLAN

REVISIONS

1	CITY REVISIONS	04/06/22

REG. JOB No.: 2105.00
PE: ASZ
DATE: 02/21/2022
SCALE: 1"=100'

SHEET
1
OF
1

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CONCEPT PLAN



draft

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

Minutes

1) Call to Order

Mayor Wirth called the meeting to order at 8:00 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

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

4) Public Hearings: None.

Motion to suspend the rules and take action on **RESOLUTION 3936.**

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

Attachment: 04-12-22_draft Accela minutes (7252 : Common Council meeting minutes of April 12 and April 19, 2022)

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

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

RESULT: Approved by Roll Call Vote [Unanimous]

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Strzelczyk

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

5) Personal Appearances and Public Comment:

The following residents spoke about **ORDINANCE 2022-1620**: Anthony Kuehn and Kristin Humpal. They expressed concerns about the lack of environmental impact statements so that the community is well-informed, increased traffic, noise and light pollution, inability to provide a safe, healthy environment, safety of retention ponds and impact of school redistricting.

6) Public Officials' Reports:

a) Mayor: Mayor Wirth thanked the City Clerk, Ms. Fochs, for the efforts of her staff and volunteers that completed another successful election on April 5th. He further read his Proclamation for April 12th to be recognized as Education and Sharing Day. It is a day established by the United States Congress in honor of Rabbi Menachem Mendel Schneerson. The purpose of the day is relevant to all faiths and background and urging the focus to be on education and the betterment of society.

Lori Kornblum, spoke on behalf of the Jewish Community Center and this proclamation. She further emphasized the importance of life, learning, education and value in each other, not just today, but always.

b) City Administrator: None.

7) Consent Agenda:

- a) Common Council meeting minutes of March 8, 2022.
- b) Architectural Board meeting minutes of January 10 and Feb 28, 2022.
- c) Board of Appeals meeting minutes of November 4, 2021.
- d) Board of Police and Fire Commission meeting minutes of February 1, 2022.
- e) Bureau of Permits and Inspections Report through March 1, 2022.
- f) Economic Development Board meeting minutes of February 24, 2022.
- g) Festivals Committee meeting minutes of February 16, 2022.
- h) Finance-Personnel Committee meeting minutes of February 8, 2022.
- i) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of November 11, 2021 and January 13, 2022.

- j) Mequon Municipal Water Utility Commission meeting minutes of December 14, 2021 and January 11, 2022.
- k) Park and Open Space Board meeting minutes of November 17, 2021 and January 19 and February 16, 2022.
- l) Planning Commission meeting minutes of February 28, 2022.
- m) Public Welfare Committee meeting minutes of February 8, 2022.
- n) Public Works Committee meeting minutes of December 14, 2021.
- o) Sewer Utility District Commission meeting minutes of December 14, 2021 and January 11, 2022.
- p) **RESOLUTION 3934** - A Resolution Approving a Certified Survey Map for the Property at 12650 N. Wasaukee Road Dedicating Public Right-of-Way Along North Wasaukee Road and West Highland Road.

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

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

- q) **RESOLUTION 3935** - A Resolution Approving a Certified Survey Map for the Property at 12535 N. Lake Shore Drive Dedicating Public Right-of-Way Along North Lake Shore Drive.

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

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

- r) Ordinance First Readings

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

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

RESULT: First Reading

Motion to approve the Consent Agenda, Items A-Q.

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

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

8) Ordinances:

Motion to remove **ORDINANCE - 2022-1619** from the table.

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

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

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

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

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

9) Resolutions:

- a) The Council took up **RESOLUTION 3936** prior to Personal Appearances and Public Comment.
- b) **RESOLUTION 3937** - A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2020.

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

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

- c) **RESOLUTION 3938** - A Resolution Approving a Side Letter Agreement Between the City of Mequon and the Mequon Fire & EMS Association, Establishing an Initial Grant of Medical Leave Time for Full-Time Paramedic/Firefighters Upon Hire.

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

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

- d) **RESOLUTION 3939** - A Resolution Authorizing Execution of a Three-Year Contract for Enterprise Back-Up System Services with the Office Technology Group, Milwaukee, Wisconsin, in the Amount of \$52,200.

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

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

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

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

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

- f) **RESOLUTION 3941** - A Resolution Approving a Contract for Streetscape Design on Port Washington Road Between Mequon and County Line Roads with Harwood Engineering Consultants, Milwaukee, Wisconsin, in the Amount of \$24,000.

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

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

- g) **RESOLUTION 3942** - A Resolution Ratifying the Recording of \$79,902 in Expenses to the TID No. 5 Special Fund, for Demolition of the Port Zedler Motel at 10036 N. Port Washington Road.

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

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

- h) **RESOLUTION 3943** - A Resolution Approving a Contract for Baseball Field Management Services During the 2022 Season with SMB Landscape Contractors, Thiensville, Wisconsin, in the Amount of \$35,000.

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

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

- i) **RESOLUTION 3944** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2022.

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

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

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

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

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

- k) **RESOLUTION 3946** - A Resolution Authorizing a Waiver from Section 58-600(e) of the Mequon Municipal Code, Requiring Public Sanitary Sewer Service for the Property Located at 1310 Highland Road.

RESOLUTION 3946 was tabled by the Sewer Utility District Commission earlier in the evening.

Motion to table **RESOLUTION 3946**.

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

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

- l) **RESOLUTION 3947** - A Resolution Authorizing the Award of Six (6) Contracts for Various Sanitary Sewer Projects (Generator Purchase, Pumping System Design, Inspections and Lateral Locating Services) in the Aggregate Amount of \$339,683.

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

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Strzelczyk

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

RECUSED: Mayr

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Adjourn

Motion to adjourn at 8:32 PM.

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

MOVED BY: Alderman Gierl

SECONDED BY: Alderman Bushee

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk



draft

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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Annual Organizational Meeting
Tuesday, April 19, 2022
7:00 PM
Christine Nuernberg Hall**

Minutes

- 1) Call to Order**
- 2) Pledge of Allegiance**
- 3) Roll Call**

Present:

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

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, press and interested public.

Mayor Wirth gave a farewell speech highlighting the City's accomplishments over the last three years and the unfinished business. He thanked the Council for their friendship and advice and most importantly he thanked his family for allowing him to serve the community he loves over the past decades.

4) Report of April 5, 2022 Election Results

City Clerk Fochs announced that Robert Strzelczyk was re-elected to District 1 for a three year term, Jeffrey Hansher was re-elected to District 4 for a three year term, and Andrew Nerbun was elected as the City's Mayor for a three year term.

5) City Clerk to administer Oaths of Office to:

City Clerk Fochs administered the oaths of office to newly elected aldermen and Mayor.

Attachment: 04-19-22_draft Organizational Minutes (7252 : Common Council meeting minutes of April 12 and April 19, 2022)

- a) Alderman Robert J. Strzelczyk, District 1
- b) Alderman Jeffrey Hansher, District 4
- c) Mayor Andrew J. Nerbun

Mayor Nerbun read a proclamation in honor of John Wirth, outlining his service to the City over the last 18 years and proclaiming April 19, 2022 "John Wirth Day".

6) Common Council President

- a) Nominations

Alderman Strzelczyk withdrew his name for consideration of Common Council President.

- 1) Alderman Strzelczyk nominated Alderman Brian Parrish for Common Council President.
- 2) Alderman Schneider nominated Alderman Dale Mayr for Common Council President.

- b) Election

Four votes would be needed to elect a Common Council president. Voting for Common Council President was conducted by secret ballot.

City Clerk Fochs announced that Alderman Parrish received 4 votes and Alderman Mayr received 3 votes. The Mayor declared Alderman Parrish the new Common Council President.

7) Planning Commission Aldermanic Representative Appointments

- a) Nomination by Common Council President

Common Council President Parrish recommended Alderman Strzelczyk as the Aldermanic Representative to the Planning Commission and Alderman Parrish as the Alternate.

- b) Common Council Confirmation by Majority Vote

8) Common Council Aldermanic Representative Appointments

- a) Economic Development Board

Common Council President Parrish recommended the to-be-named Alderman for District 8 as the Aldermanic Representative for the Economic Development Board, and Alderwoman Schneider as the Alternate. Until time that a new District 8 Alderman will be appointed, Alderman Parrish will fill in as the Aldermanic Representative.

- b) Frank L. Weyenberg Library Board of Trustees

Common Council President Parrish recommended Alderman Hansher as the Aldermanic Representative to the Frank L. Weyenberg Library Board of Trustees, and the to-be-named Alderman for District 8 as the Alternate.

c) Park and Open Space Board

Common Council President Parrish recommended Alderman Parrish as the Aldermanic Representative to the Park and Open Space Board, and Alderman Hansher as the Alternate.

d) Joint Mequon-Thiensville Bike and Pedestrian Way Commission

There was no recommendation for the Joint Mequon-Thiensville Bike and Pedestrian Way Commission.

Common Council President Parrish presented the following recommendations for the standing Committee assignments:

9) Convene as Committee of the Whole

Common Council President Parrish presented the following recommendations for the standing Committee assignments:

a) Nominate and Confirm Standing Committee Assignments

- i) Finance-Personnel Committee: Alderman Parrish
Alderman Bushee
Alderman Strzelczyk
- ii) Public Safety Committee: Alderman Bushee
Alderman Gierl
Alderman Schneider
- iii) Public Welfare Committee: Alderman Mayr
Alderman Gierl
Alderman Schneider
- iv) Public Works Committee: Alderman Mayr
Alderman Hansher
To-Be-Named Alderperson District 8

Motion to approve all the Common Council President's recommendations for Items 7-9.

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

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

10) Reconvene as Common Council

11) Specified Miscellaneous New Business:

a) Designation of Official City Newspaper

Motion to approve the News Graphics as the Official Newspaper.

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

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

b) Mayoral and Aldermanic Appointments

Motion to approve all the Mayoral and Aldermanic Appointments

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

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

Every Alderperson expressed parting thoughts about and thanks to former Mayor Wirth.

12) Adjourn

Motion to adjourn at 7:39 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk

**ARCHITECTURAL BOARD MINUTES****Monday, Marcy 14, 2022****6:00 PM****Lower-Level Conference Room****Minutes****1. Call to Order, Roll Call**

Present: Chairman Scott Reed

Members at Large: Andrew Kerr, Jenna Daniele, Jo Steinberg, John Mikkelsen,
Paul Apfelbach

Aldermanic District Members: Bluma Lotman, Janet Ehn, Jim Youngquist, Tom Irvin

Inspections Liaison: Karen Heil

2. Meeting Minutes

Minutes from the February 28, 2022, meeting were approved by Vice-Chairman, Paul Apfelbach and Seconded by At-Large Member Jo Steinberg. Minutes were approved unanimously.

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 6 6:00 pm	New Single-Family Residence	Joe & Emily Getzel 2218 W. Ranch Court Subd: Ranch Court	Cont: Victory Homes of WI Arch: David Pluim
Moved to Approve: <u>Ehn</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted.				

2)	Dist. 7 6:05 pm	New Single-Family Residence	Mike & Alicia Golovin 10031 N. Range Line Road Subd: N/A	Cont: Mikkelson Builders Arch: Fred Dahms, Jr.
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Moved to Approve: Kerr
 Seconded by: Steinberg
 Abstained: Mikkelson
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted with the condition that grids on patio doors (rear elevation) are removed; future deck.

3)	Dist. 7 6:10 pm	Addition w/Exterior Changes: Kitchen, Garage, 2nd Floor Bathroom, Window/Doors	Laura McGourthy 9629 N. Valley Hill Drive Subd: Range Line Estates	Cont: Classic Carpentry Arch: Jeremy Bartlett/Thrive
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Moved to Approve: Mikkelson
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted with the following conditions:

1. Vertical siding surrounding door on front elevation should be changed to horizontal siding to match the rest of the house.
2. Add two windows to back of garage on the rear elevation.
3. Change upper window above door on front elevation to one window instead of three separate windows for consistency.
4. No grids on patio doors

Motion Amended by Andrew Kerr:

5. Move garage wall on the rear elevation to the west to allow for more space between the laundry room and garage.

4)	Dist. 7 6:20 pm	Addition: Garage & Mudroom	Dan & Suzanne Diaczok 4012 W. Le Mont Blvd. Subd: Lac Du Cours	Cont: J&J Contractors LLC Arch: J&J Contractors LLC
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Moved to Approve: Reed
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted subject to approval from the Lac Du Cours Homeowners' Association.

5)	Dist. 1 6:30 pm	New Single-Family Residence	Garrett & Ann Luck 14145 N. Thorngate Road Subd: Thorngate Farms	Cont: Steeple Pointe Homes Arch: Steeple Pointe Homes
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Moved to Approve: Youngquist
 Seconded by: Daniele
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

6)	Dist. 1 6:35 pm	New Single-Family Side x Side Condominiums with & without optional sunroom	David Hoff Development 6100 W. Woods Lane (#27) & 12421 N. Woods Court (#28) Subd: The Woods at Highland Park	Cont: Northtract Construction Arch: Architectural Dev. Srvs.
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Moved to Approve: Youngquist
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

7)	Dist. 1 6:40 pm	Addition: Pool House	William & Elizabeth Kubly 12012 W. Freistadt Road Subd: N/A	Contractor: Jack Brill Arch: Jack Brill
----	--------------------	---------------------------------	---	--

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

Conditions: Plans approved as submitted.

8)	Dist. 1 6:50 pm	New Detached Storage Structure	Adam & Jennifer Limbach 8033 W. Bonniwell Road Subd: N/A	Cont: Highland Builders LLC Arch: Highland Builders LLC
----	--------------------	---------------------------------------	--	--

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

Conditions: Plans approved as submitted with the condition of adding 3-windows to rear elevation, same size, style and equally spread-out as front elevation.

9)	Dist. 2 7:00 pm	Addition: Sunroom	Ankur Patel 4028 W. Canterbury Court Subd: Stonefields II	Cont: Legacy Sunrooms LLC Arch: Legacy Sunrooms LLC
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Moved to Approve: Lotman
 Seconded by: Irvin
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

10)	Dist. 2 7:10 pm	Addition: Kitchen & Laundry Rooms	Matthew & Robin DeChamps 12327 N. Woodfield Court Subd: Deer Trail Estates	Cont: Burg Homes LLC Arch: Burg Homes LLC
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Moved to Approve: Lotman
 Seconded by: Daniele
 Approved: Yes
 Vote: Unanimously

Conditions: Plans approved as submitted.

11)	Dist. 3 7:20 pm	New Single-Family Residence	Tolulope Olandini 8813 W. Mequon Road Subd: N/A	Cont: Victoria Hanneman Arch: Owner
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Moved to Table: Reed
 Seconded by: Irvin
 Approved: No
 Vote: Unanimously

Conditions: Tabled for redesign
 Suggestions: Add focal point or different materials and add windows to east elevation

4. Action:

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

Meeting adjourned at 7:15 p.m.



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

www.ci.mequon.wi.us

ECONOMIC DEVELOPMENT BOARD

Tuesday, March 15, 2022

8:00 AM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

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

2) Approval of Meeting Minutes from February 24, 2022

There was discussion about changing some of the language and some corrections to be made to the February 22, 2022, meeting minutes.

Action

Board Member Gannon made a motion to approve with the amendments discussed.
 Board Member Engle seconded the motion.
A voice vote was taken; vote passed (8-0)

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

3) Guest Speaker: Milwaukee 7 (M7) Representative

After the presentation, the Board discussed some of the industrial zoned parcels in the city and the advantages and disadvantages to those sites.

Dir. Tollefson asked the Board to send her any notes or feedback from the presentation and she will combine those and put together some action steps to get information to Rebecca about what tools the city has to offer.

4) Hotel STAR Report

5) Staff Updates

Asst. Dir. Zader stated that two submittals were received for the RFP Port Washington Road landscape project. Both applicants will present their proposals on March 28, 2022, and two EDB members asked to participate on the review panel.

Ald. Parrish and Board Member Tracy Johnson volunteered.

Dir. Tollefson stated that there are several single-family developments coming forward for approval:

- One is in the Central Growth Area, just off the intersection of Donges Bay and Wauwatosa Roads.
- Neumann is proposing a 27-lot subdivision in the Ulao Creek neighborhood, behind the new Ascension Medical building.
- There has been discussions with a developer interested in a subdivision in the Ulao Creek area south of Pioneer (approximately 20 lots).
- 80-lot subdivision being proposed by Swan Road east of the Huntington Park subdivision.

Ald. Parrish asked to have the Hotel Star Report tabled until the next meeting. Dir. Tollefson explained that the request for a report needs to be for a specific location. It has been determined that a trained consultant is needed to review the findings of the Star Report.

Dir. Tollefson asked the Board to think about where they believe a hotel would ideally be located as well as other desired uses for TIF #4 & #5 for the next meeting.

6) Announcements

The next meeting is Tuesday April 26, 2022, at 8:00 a.m.

7) Adjourn

Action

Board Member McLean made a motion to adjourn the meeting

Board Member Engle seconded the motion.

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

The meeting concluded at 9:24 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, March 9, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. February Minutes

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

MOVED BY: Committee Member Liljegren

SECONDED BY: Committee Member McLean

AYES: Nerbun, Hohn, Liljegren, Luchins, McLean, White

ABSENT: Hildebrand, Fussell, Johnson

3) Sponsor Updates

Sponsor letters were mailed out after last month's meeting. Olsen's Piggly Wiggly has submitted their sponsorship materials. Committee Member White said the Mom's Club might not have the funds, but might be interested in volunteering instead. Also, it is better to send the letter to them via email in future years.

4) Music Updates

Committee Member Liljegren proposed three new bands for this year: The Fallback for the opening act that is comprised of West Bend and Concordia students. The Whiskey Belles are available this year and they could be the middle act. The Docksidiers, play yacht rock and recently sold-out the Pabst Theater, would be the headliner. The Committee approved \$2,700 for the band budget and for Committee Member Liljegren to move forward with contracts.

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

MOVED BY: Committee Member McLean

SECONDED BY: Committee Member White

AYES: Nerbun, Hohn, Liljegren, Luchins, McLean, White

ABSENT: Hildebrand, Fussell, Johnson

5) Other Updates

Committee Chair Nerbun reported how the meeting with Thiensville went. There was interest on both sides about possibly teaming up on certain events. A future meeting is being explored with the Chamber of Commerce. Three new vendors have submitted applications: Tobin Jewelers, M-T Historical Society, and Garden Art by Dave. Dog Gone Great LLC, a food truck for dogs, expressed interest. There are 3 vacant seats on the Committee that need to be filled, reach out to anyone that might be a good fit.

6) Discussion Items

a. Non-selling Vendors/Community Corner

The Committee discussed allowing vendors that are not selling anything, like non-profits. They would need to bring an activity of entertainment value. Like with the artists, the submitted activity would be juried and pictures & rules would need to be submitted. Committee Member White will research the language and suggested extending the Committee's time to respond. This will be discussed again at the next meeting.

7) Next Meeting Date and Time

A. April 20 at 6:30 P.M.

The next meeting was moved to April 13 at 6:15 P.M.

8) Adjourn

Committee Member Liljegren moved to adjourn at 7:38 P.M. Committee Member Hohn seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



11333 N. Cedarburg Road
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, March 8, 2022

5:45 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Alderman Jeffrey Hansher

Alderman Glenn Bushee

Mayor John Wirth

Alderman Robert Strzelczyk -- **Absent**

Also present: William Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Kim Tollefson, Community Development Director, Brian Sajdak, City Attorney, Kathleen Schilling, Ozaukee County, Brian Roemer & Lisa Trebatoski from Ehlers & Associates

2) Approve Meeting Minutes

a. February 8, 2022 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Bushee

AYES: Hansher, Bushee

ABSENT: Strzelczyk

3) Vouchers Paid

a. February 2022 Vouchers Paid List

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee
ABSENT:	Strzelczyk

4) Resolutions

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

Finance Director Engroff introduced Brian Roemer & Lisa Trebatoski from Ehlers & Associates to talk about the note sale that took place on March 8, 2022.

Mr. Roemer noted that there were seven bids and the low bidder was Northland Securities, Inc. from Minneapolis, MN. Their low bid percentage was 1.8371. The principal amount is \$9.49M and the total Net Principal & Interest is \$10,586,398. The notes mature March 1, 2030 and are therefore callable beginning March 1, 2029 or any date thereafter.

Mr. Roemer talked about the financing cost of this sale as well, and reviewed the debt service levy. He also mentioned about the cost of the ratings call with S&P and the fact that the price of the call paid for itself versus being non-rated.

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

AYES:	Hansher, Bushee
ABSENT:	Strzelczyk

- b. **RESOLUTION 3921** A Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive

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

AYES:	Hansher, Bushee
ABSENT:	Strzelczyk

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

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

SECONDED BY: Alderman Bushee

AYES: Hansher, Bushee
ABSENT: Strzelczyk

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

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee
ABSENT: Strzelczyk

e. **RESOLUTION 3924** A Resolution Approving a Revolving Fund Loan in the Amount of \$100,000 for Mind+ Neurology, a Medical Clinic, Located at 12200 Corporate Parkway

Community Development Director Tollefson & Ozaukee County Economic Development Director Schilling explained the basis of the loan. Director Schilling helps the City administer the program. Mind+Neurology is a new medical clinic. The request for the loan is to assist with leasehold improvements. The applicant will be required to create a minimum of five full time equivalent positions as part of the loan application. The applicant expressed they are going to fill over 20 positions. In addition there will be \$1.4M in tenant improvements.

The balance of the Revolving Loan Fund is \$405,000. Director Schilling reviewed the credit history of the shareholders, and secondarily, Trish McEnerney from BMO Harris reviewed the credit as well. Both recommended approval.

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

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee
ABSENT: Strzelczyk

f. **RESOLUTION 3917** A Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC

Community Development Director Tollefson explained this request is from Foxtown Ventures (owners of the Town Center Foxtown Master Planned Project) for a one year delay of their completion of Building D. The project team was delayed during construction due to

poor structural condition of the original building's framing and roof structure. It was supposed to be completed at the end of 2021, and now they are requesting an extension to the end of 2022. Director Tollefson explained this does not have a negative fiscal impact on the City.

In addition, Foxtown Ventures seeks approval to delay the completion date of Building E-3 from 12.31.2022 to 12.31.2026 (four year delay). This does have a potential negative fiscal impact on the City. Staff recommends the following contingencies in response to the developer request:

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

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

AYES:	Hansher, Bushee
ABSENT:	Strzelczyk

5) Information Items

a. Compensation Study

Assistant City Administrator Schoenemann explained the last time the City engaged with an outside vendor on a Compensation Study was 2014. This study is recommended every four to five years to make sure the City is providing salaries that are appealing to applicants while staying competitive in the current job market.

Alderman Bushee wanted to make sure if the City spends the money for the study, the City will follow through with the results.

b. Finance & Personnel Work Plan

6) Adjourn

Alderman Bushee made a motion to adjourn the meeting at 6:27PM, seconded by Alderman Hansher. Both voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director



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



www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Wednesday, March 2, 2022

11:00 AM

Administration Conference Room

Minutes

1. Call to Order, Roll Call
Chair Azinger called the meeting to order at 11:00 AM.

Present:

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

Absent:

Commissioner Kristin Wade

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

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

RESULT: **Approved [Unanimous]**

MOVED BY: Holyoke

SECONDED BY: Commissioner Heinritz

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

- b. January 13, 2022 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Holyoke

SECONDED BY: Commissioner Heinritz

AYES: Azinger, Doornek, Heinritz, Holyoke, Liegeois

3. Resident Communications

Resident Dave Schlageter informed the commission of an upcoming event on April 23 with Rails for Trails along the Ozaukee Interurban Trail (OIT). The organization plans to get permitting with Ozaukee County for use of the OIT. They would like to have tables out for vendors to have information out to riders as they go through.

Director of Public Works/City Engineer Lundeen stated if there was interest in having tents or using any of the City of Mequon property a special event agreement would be needed along with approval from the Park and Open Space Board.

Dave Schlageter stated they would utilize the parking lot space in Spur 16 for placement of tables and tents which has been approved by Spur 16.

Chair Azinger stated he would like this item put on the April Agenda for further discussion about the Commissions participation.

4. Discussion/Action Items

- a. **RESOLUTION 3926** A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

Chair Azinger informed the commission that this is an urgent item which is why the board is meeting earlier to provide a recommendation to the Public Works Committee and Common Council. M-T Trails Foundation is a separate entity to the Mequon Community Foundation. In order to qualify for the TAP Grant, the applicant's purpose has to be solely for the development for recreational trails. The TAP Grant application has been submitted but the Foundation requires a resolution from the City which authorizes the foundation to proceed. Mequon Community Foundation is a 501C3 but the M-T Trails Foundation is waiting approval from the IRS.

Director of Public Works/City Engineer Lundeen stated the City has done this before on behalf of OWLT and other entities. What the City requires is a Memorandum of Understanding which assigns sole financial responsibility to the foundation. The City has not otherwise agreed or committed to any funding, the City wants to make sure we are not obligated for either the match or any overage's that may come through with the project. The City's financial policy requires a donation agreement. Assuming the intent is for the path to be constructed and donated to the City, the financial policy requires acceptance of that donation. The donation agreement comes with terms and conditions, which has been provided. When it was initially introduced to staff, staff expressed concerns with long term maintenance and replacement costs that would otherwise be the obligation of the City if its dedicated. This is something that while the Common Council will consider with the actual

resolution for support to complete the Grant application. The other terms will require further discussion and analysis before the City would agree to actually allow for the path to be constructed.

The Commission discussed the pros and cons of the off-road bike path and recommended approval for the TAP Grant.

RESULT: **Approved [Unanimous]**

MOVED BY: Holyoke

SECONDED BY: Commissioner Heinritz

AYES: Azinger, Doornek, Heinritz, Holyoke, Liegeois

b. Master Plan Scope of Services: General and Initial Task Identification

Director of Public Works/City Engineer Lundeen stated this agenda item is to be focused just on the general part of the scope of services and task list. Assistant City Engineer McCraw generated the content of the tasks to move forward. At this point in time staff wanted to talk about the general scope and task list in case staff was off base when we created the list. She recommended the Commission release the RFP for proposals and then go forward with the plan.

Chair Azinger inquired where the funding request was, is this a comprehensive scope of services.

Director of Public Works/City Engineer Lundeen stated from previous discussions the intent was the current plan needed to be updated. The plan was if we generate a scope of services with a task list of what needs to be done, that the commission could issue it as an RFP and recommend it for award. If the city/village denied it, then this could be the commissions work plan to go through and do the same.

The Commission discussed the General and Initial Task List and recommended submitting for an RFP to have a contractor bid creating the plan.

c. Master Plan Scope of Services: Task 1: Inventory and Task 2: Community Assessment

The Commission discussed the Master Plan Task 1 and Task 2. The board recommended adding E-Bikes, Rental Bikes and Electronic scooters to the list for further clarification in the plan. They also discussed if E-Bikes should be allowed on the bike trails.

d. Review 2010-2030 Recommendations: Introduction

The Commission Reviewed the current introduction in the 2010-2030 plan.

e. Quarterly Road Program Update

Director of Public Works/City Engineer Lundeen provided an update on the Road Program.

f. 2022 Work Plan

Director of Public Works/City Engineer Lundeen updated the Commission on the 2022 Work Plan.

5. Other Business

6. Adjourn

a. Motion to Adjourn at 12:22 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Commissioner Heinritz**SECONDED BY:** Commissioner Doornek**AYES:** Azinger, Doornek, Heinritz, Liegeois**NOT PRESENT:** Holyoke

Respectfully Submitted,

Casey Deuster



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-1580

www.ci.mequon.wi.us

Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION

Regular Meeting

Tuesday, March 8, 2022

7:15 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Wirth called the meeting to order at 7:37 PM.

Present:

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

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

2) Approval of Meeting Minutes

a. January 11, 2022 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Nerbun

SECONDED BY: Commissioner Hansher

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

3) Discussion Items

a. Draft Water Connection Policy

Commissioner Wirth made a motion to table and recommended a policy subcommittee to review the policy document ahead of the April Meeting.

b. Motion to Table to a Policy Subcommittee

RESULT: **Tabled [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Schneider

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

4) Adjourn

a. Motion to Adjourn at 7:42pm

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

MOVED BY: Commissioner Gierl

SECONDED BY: Commissioner Schneider

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

Respectfully Submitted,

Casey Deuster

Administrative Assistant



11333 N. Cedarburg Road
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, March 16, 2022

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

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

2) Approval of Meeting Minutes

a. February 16, 2022 Minutes

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

MOVED BY: Board Member Lysaught

SECONDED BY: Alderman Schneider

AYES: Branch, Bratt, Lysaught, Plier, Schneider, Usowski

3) Action Item

a. Approval of the Jewish Food Festival Special Event Agreement for 2022

Parks and Forestry Superintendent Gies informed the Board of the Amendment #1 of the Jewish Food Festival Special Event Agreement. This includes a clean-up clause to allow for a company to come in for cleaning after their event. This also includes any broken or

damaged things must be completed by the Renter within 30 days and approved by the Parks and Forestry Superintendent.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Schneider

SECONDED BY: Board Member Bratt

AYES: Branch, Bratt, Lysaught, Plier, Schneider, Usowski

4) Discussion Item

a. Possible Land Acquisition for a Dog Park in Rotary Park

Parks and Forestry Superintendent Gies provided an update on the dog park process and included a detailed Capital Improvement Project List detailing the long term plans for the dog park.

The Board discussed having water capabilities in the park along with the possibility of a dog park fee that would be added to dog registration.

b. 2022 Work Plan

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

5) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Parks and Forestry Superintendent Gies provided an update on the Tree Removal at Villa Grove, SMB Landscape at the Mequon Ballfields, Candlelight Walk in the Woods recap, Arbor Day, and a Lemke Park Pavilion update with plans from Kueny Architects.

6) Adjourn

a. Motion to Adjourn at 7:26 PM.

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

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Branch

AYES: Branch, Bratt, Lysaught, Plier, Schneider, Usowski

Respectfully Submitted,

Casey Deuster
Administrative Assistant



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2904
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, March 21, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair John Wirth
Commissioner Gregg Bach
Commissioner Rick Lemke
Commissioner James Schaefer
Commissioner John Stoker
Commissioner Martin Choren - **Absent**
Commissioner Dan Gentges - **Absent**
Commissioner Rebecca Schaefer - **Absent**

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

2) Approval of Meeting Minutes from February 28, 2022

Action

Commissioner Stoker made a motion to approve the meeting minutes from February 28, 2022.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (5-0)

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

3) Public Hearing

- a) Angelo Vasta for MPP Group. The applicant is seeking conditional use grant approval to allow for expansion of research and development at the existing facility for the property located at 12250 Corporate Parkway.

Action

Commissioner Stoker made a motion to open a public hearing.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed (5-0)

Action

Commissioner Stoker made a motion to close the public hearing.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed (5-0)

Asst. Dir. Zader stated this is a minor request to amend the original Conditional Use Grant (CUG) issued in 2016. There is an area on their floorplan identified as warehouse which is planned to be converted for APIs (Active Pharmaceutical Ingredients). All of the conditions of the original CUG will remain in place. There are scrubbers on the building which help to neutralize odors for the surrounding area. At the most there will be 25 employees on site and there are about 65 parking stalls on the premises. The operating hours are not changing.

Action

Commissioner Stoker made a motion to approve subject to staff recommendations.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed (5-0)

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

- b) Christie Ronge for Clean Living Nutrition and Detoxification. The applicant is seeking conditional use grant approval to allow for a wellness center including nutrition and detoxification treatment for the property located at 1025 W. Glen Oaks Lane.

Action

Commissioner Stoker made a motion to open a public hearing.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (5-0)

Action

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

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (5-0)

Asst. Dir. Zader stated that this is a minor request for a wellness center located in the B-4 zoning district. Staff determined this use qualified as a fitness center due to the nutritional aspect of the business. This is a one-person operation in an office building with one client at a time. Staff recommends approval.

Action

Commissioner Lemke made a motion to approve subject to staff recommendations.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (5-0)

RESULT:	APPROVED [5 TO 0]
MOVER:	Rick Lemke, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Wirth, Bach, Lemke, J. Schaefer, Stoker
ABSENT:	Choren, Gentges, R. Schaefer

4) Consent/Regular Business

- a) Minahan Children LLC. The applicant is seeking minor request for approval to allow for a proposed (60'x 80') agricultural structure for the property located immediately west of 5630 W. Bonniwell Road
- b) Samantha and Jason Caulfield. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 12650 N. Wasaukee Road.

Action

Commissioner J. Schafer made a motion to approve the two consent items.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (5-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Schaefer, Commissioner
SECONDER:	Greg Bach, Alternate
AYES:	Wirth, Bach, Lemke, J. Schaefer, Stoker
ABSENT:	Choren, Gentges, R. Schaefer

5) Regular Business

- a) John Mikkelson for LM Developers LLC. The applicant is seeking certified survey map approval to allow for four single family lots located at 12535 N. Lake Shore Drive including the 5 vacant parcels to the south and west.

Asst. Dir. Zader stated this is not a typical CSM as there are six existing parcels that will be

reconfigured into a 4-lot CSM. The zoning is R1-B and Lots 3 & 4 do not meet the minimum size requirement, but because existing non-conforming lots are being reconfigured, staff recommends approval based on the condition that the CSM will improve the situation. Staff is requesting that the boundary line between Lots 3 and 4 be shifted about 30-feet to the west to allow for a larger building pad on Lot 4.

He explained that this will require some approval from the DNR due to some wetland crossing.

The applicant, John Mikkleson, stated they are downsizing from 6 parcels to 4 parcels. They have minimized the private drive so that there is less wetland crossing and less disturbance to the land. The drive has been moved further south to preserve some trees along the north lot line and will now be 10.7 feet from the lot line. The driveways will be constructed to preserve 2 specimen trees. He explained that they have applied to the DNR for a general permit.

Action

Commissioner Stoker made a motion to approve subject to staff conditions.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed (5-0)

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

- b) Elevated Identity for Super Steel, LLC. The applicant is seeking sign waiver approval to allow for wall signs over the main entrance for the property located at 10910 Industrial Drive.

Asst. Dir. Zader stated that this is the old TelSmith site, and the applicant is requesting two sign waivers to the sign code. One is for 2 wall signs to increase the square footage allowed per the code. He showed an image of the front entrance of the main building. He explained that staff measured an area to be considered that is about 15 sq. ft. The request is for 2 separate signs at 70 sq. ft. The rationale is that while it is one company, they have two separate brands and need identification for both brands. Two signs are not compliant with the sign code. Staff does not support the sign waiver due to the freestanding sign at the front of the parking lot has two signs which identifies both brands and there is only one customer entrance into the building. Staff cannot regulate content of the sign so they can use whatever language they chose as long as it is compatible with one another and not considered two separate signs. Staff recommend denial of the sign waiver as a hardship is not considered warranted.

The applicant, Paul Kaminsky from Elevated Sign Company, stated there are two entrances; although only one functions as an entrance, and they want to the proposed sign to eliminate confusion about where the correct entrance is located. He also believes that the square footage of the front wall is not calculated correctly per the code; the entire wall is 2,400 sq. ft. and they believe they should be allowed the 60 sq. ft. sign. He also explained that although the two brand

signs have a different font; both signs are located within one cabinet with the same background, and he believes it should be considered one sign.

There was discussion among the Commission that the entire front wall should be considered for the square footage calculation and that the larger sign should be allowed due to the size of the wall as well as a wayfinding sign for clarification due to multiple entrances on site. There was consensus that the larger size is a more appropriate size for that location and that both brands should be allowed to be represented.

Action

Mayor Wirth made a motion to approve the requested sign waiver.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (5-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Wirth, Chair
SECONDER:	John Stoker, Commissioner
AYES:	Wirth, Bach, Lemke, J. Schaefer, Stoker
ABSENT:	Choren, Gentges, R. Schaefer

- c) Point Real Estate for Linda Johnston. The applicant is seeking rezoning recommendation from R-1/OA, C-2 to R-3/CGA, C-2, land use plan and concept plan approval for a proposed 84-lot single-family residential development for the property located on the west side of Swan Road, approx. 1,200 feet north of County Line Road (Swan Ridge Farms).

Asst. Dir. Zader stated that this is a request for a rezoning from R-1 to R-3/CGA for roughly 86 acres, after the dedication of right-of-way. The yield plan shows 84 lots but there is a note one of the lots is non-compliant so one lot may need to be dropped to a total of 83 lots. The lots range in size from .5 - .71 acres. This would require a change to the sewer service area to incorporate this area to the sewer area. There is one lot (far northeast corner) that will not receive sewer service but will receive water service. The proposal meets all the requirements of the CGA district but there are a few recommendations from staff:

- There is a transition from Huntington Park which does not have sidewalks and it is recommended that the sidewalk extend to the open space area pathway.
- Two connections to the existing subdivision and to connections off of Swan Road.
- Engineering recommends aligning the sidewalk to the MNP entrance.

Staff recommends approval subject to the conditions in the staff report.

Mayor Wirth explained that there will not be final approvals tonight. The Commission can make a recommendation to the Common Council which will then have two separate meetings before a final decision is made.

The applicant, Joe Bukovitch from Point Real Estate and Mike Kaerck, stated they are excited about the concept plan layout due to the great lot sizes and open space plan. He explained that due to the location of the property with a denser subdivision to the west and the Mequon Nature Preserve to the east, they believe this parcel is a great candidate for a cluster-style development. He stated that the sewer service will be connected at the southwest side of the property, and it will help to support the size of the lots (all lots are .5 acres or larger). The size of the lots, the open space and lot widths are larger than required per the CGA requirements:

- Average lot size is 23,000 sq. ft as opposed to 22,000 required.
- Lot widths are all over 100 sq. ft. wide on average as opposed to 95 sq. ft. required.
- Increased the open space requirement by about 5.5%.

Public Comment

James Jossie resides at 10014 N. Concord Drive is opposed to the connections due to the safety of increased traffic and more predators due to increased entrances.

Jane Chevako resides at 10129 N. Swan Road is opposed due to the smaller lot sizes as she does not believe this concept plan maintains the rural nature in this area. She feels that it is too congested and believes R-1B (2.5 acre lots) should be the smallest lots allowed in this location. She also has concerns about water issues in this location.

Timothy Spears resides at 9211 W. Stanford Court is opposed as he is concerned about the stormwater management. He stated there is flooding in this area already and is concerned about additional impervious surface resulting in more water drainage issues.

Andrew Binversie resides at 9123 W. Stanford Court is opposed due to concerns about water issues/drainage as well. He is interested in information regarding water mitigation plans. He also believes the connections should be walking and bike paths and not vehicular traffic due to safety concerns.

Jennifer Watzka resides at 9317 W. Stanford Court is opposed to the rezoning request and he believes that eliminating the 5-acre lot minimum eliminates the rural nature and feeling of that area. He is also concerned about the high-water level in the area.

Andrew Plier resides at 9308 W. Concord Drive is opposed for many of the reasons previously stated. Additionally, he is concerned about maintaining a green corridor in that area for nature life. He suggests that the neighborhood signs should all match and that the two subdivisions should coordinate on these efforts.

Mayor Wirth stated that he has represented this area for 15 years and has had many conversations with many residents. He commented on the following issues of concern from the public comments:

- **Water** – this is a concept plan only and the developer is not obligated to have these plans at this stage. He stated that city code requirements all developers to work with city

engineering staff to ensure that water issues are not made worse than the existing status and is almost always made better.

- **Crime** – he is concerned about this issue and although there has been a spike in the entire city recently, it already seems to be going down again. He feels the concern is not limited to this area.
- **Connections** – he believes they are good for the community and that neighborhoods are made safer when they are connections.
- **Rezoning** – He stated that he is an advocate for 5-acre lots on the north and south sides of the city, but each property needs to be considered individually. This parcel is surrounded by smaller lots, it is a relatively small property and the configuration of being long and narrow does not lend to 5-acre lots easily configured on the property. Nearby neighborhoods have same zoning as proposed development. He agrees with maintaining the rural feel similar to surrounding properties.

Mayor Wirth's only concern is that the parcel is not currently zoned CGA and he does not believe it should be rezoned to CGA zoning. He believes that lots should not be less than 110 feet wide and that the proposed lots are too narrow. He believes a few fewer homes is worth having wider, nicer lots.

Asst. Dir. Zader stated that there is ongoing discussion regarding giving up open space or having narrower lots. Whether a CGA or PUD, the yield will be the same depending on the base zoning. The PUD allows the developer to create a design without specific parameters while the CGA requires specific parameters.

There was consensus among the Commission that the proposed lot sizes are appropriate given the surrounding neighborhoods and the proposed development fits into the area well. The Commission supports the connections as they will help traffic flow. The Commission encouraged the residents to allow the engineering department to do their job and to trust that the water issues will be addressed and will most likely improve in that area.

Action

Commissioner Stoker made a motion to approve recommendation to the Common Council per staff recommendations.

Commissioner Jim Schaefer seconded the motion.

Mayor Wirth offered an amendment that the average width of the lots shall not be less than 110 feet.

Commissioner Bach seconded the motion.

A roll call vote was taken; vote passed (3-2) (No: Lemke, Stoker)

Action

A voice vote was taken on the amended motion; vote passed (5-0)

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

6) Announcements

The next meeting is Monday, April 25, 2022, at 6:00 p.m.

7) Adjourn

Action

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed (5-0)

Meeting adjourned at 7:23 p.m.

Respectfully Submitted,

Jac Zader



11333 N. Cedarburg Road
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, March 8, 2022

5:15 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Mark Gierl
Alderman Glenn Bushee
Alderman Kathleen Schneider

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

2) Approval of Meeting Minutes

a. February Minutes

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Schneider

AYES: Gierl, Bushee, Schneider

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3918** A Resolution Designating Mequon, Wisconsin as a Bee City USA

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Schneider

AYES: Gierl, Bushee, Schneider

4) Discussion Items

a. Architectural Review Board Regulations

Inspections Supervisor Hadley presented the Committee with ways certain topics that go through the Architecture Board could be streamlined. Currently, any structure over 150 feet had to go through the Board for approval. It was recommended by staff that certain structures or certain size buildings could be approved at the staff level instead of going

through the Board. The Committee further discussed car ports, window requirements of grids, and what size structure on what size lot could possibly be waived from Arch Board approval. Staff will come back within the next couple of months with the recommended changes.

- 5) Information Items
 - a. Work Calendar

- 6) Adjourn

Alderman Schneider moved to adjourn at 5:44 P.M. Committee Chair Gierl seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, March 8, 2022

6:00 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Alderman Mayr called the meeting to order at 6:00 PM.

Present:

Chair Dale Mayr
Alderman Andrew Nerbun
Alderman Brian Parrish

Also present were Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, Fleet Superintendent Zeller, Parks and Forestry Superintendent Gies, Assistant City Engineer McCraw, Engineering Technician Dandy, and Administrative Assistant Deuster.

2) Approval of Minutes

a. December 14, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES:	Mayr, Nerbun, Parrish
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3) Resolutions

Action requested: review and recommend approval

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

The board spoke of agreement with increased fees for additional days but were concerned with coverage needed by the Public Safety Departments and not having a fee applied. The board also agreed with the Finance & Personnel Committee creating a policy for adjustment to the fees/fee schedule for larger groups.

Attachment: 03-08-2022 Mins_Public Works (7317 : Public Works Committee meeting minutes of March 8, 2022)

Alderman Nerbun made a motion to approve staff recommendations with the understanding the City will monitor the actuals for the emergency services and come up with a policy that maybe if the City does not waive it in full but discount it for future events after the event. He also recommended a policy be formalized in F&P.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

- b. **RESOLUTION 3919** A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park

Alderman Mayr inquired if the new fencing would match the current fencing at the park.

Parks and Forestry Superintendent Gies stated it would match the same strapping and gage as the current fencing on field 3. It also has the tension ribbon on the panels.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

- c. **RESOLUTION 3926** A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

Alderman Parrish stated the City was lucky to have a community group take on the leg work but spoke of concern with all the other items like a sidewalk policy that this rose to the top so quickly. Also stating concern with easements, maintenance, and other City requirements that would need to be addressed.

Alderman Mayr asked why they chose one side over the other. The other side does have Highland Woods and MATC property that would provide more paths to bike through.

Director of Public Works/City Engineer stated the linear connection between the OIT and Rotary Park was why they put it on the north side of the road. Even if that is the only scope they move forward with, it does not mean the City can't examine the potential for those additional connections in partner with this project or separately.

Alderman Mayr clarified if the committee approves this then Mequon is in agreement that they can go forward with pursuing the grant.

Director of Public Works/City Engineer Lundeen stated at its base the resolution is required in order for TAP grant to be able to move forward. It is a requirement for the application. This would allow them to check the box in order to complete their submittal. There is a selection process that goes through that will ultimately determine if the project will be funded. At that point if it is the DOT would require a contract similar to what we have done with OWLT or the Rotary for the riverwalk that has been done in the past. This is where the MOU would detail all the terms and conditions.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Mayr

AYES: Mayr, Nerbun, Parrish

- d. **RESOLUTION 3925** A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for \$213,329, Engine and Aftertreatment 5-year Warranty for \$2,200, and Additional Components for \$3,500 for a Total Cost of \$219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of \$40,340.69

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

- e. Motion to Suspend the Rules and vote on Resolutions F, G, and H at one time.

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

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

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

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

- g. **RESOLUTION 3928** A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed \$73,000.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

- h. **RESOLUTION 3929** A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, WI in an Amount Not-to-Exceed \$305,000.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

4) Discussion Items

Discussion and Possible Action

- a. 2022 Work Plan (3.8.22)

Provided for the Committee's review is the 2022 Work Plan.

5) Adjourn

- a. Motion to Adjourn at 6:31 PM.

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

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

Respectfully Submitted,

Casey Deuster
Administrative Assistant



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

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, March 8, 2022

7:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Wirth called the meeting to order at 7:43 PM.

Present:

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

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

2) Approval of Meeting Minutes

a. January 11, 2022 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Nerbun

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

Action requested: review and recommend approval

- a. **RESOLUTION 3930** A Resolution Awarding a Contract for the Repair of Five Sewer Laterals in Cedarburg Road / STH 57 to Genesis Excavators, Inc., Kenosha, Wisconsin in the Amount of \$87,349

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Parrish

SECONDED BY: Commissioner Nerbun

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

- b. **RESOLUTION 3931** A Resolution Approving Award of a Contract to Clean and Televis 176 Sanitary Building Sewer Laterals in the Lac du Cours Subdivision to Great Lakes TV Seal, Inc., Green Bay, Wisconsin in the Amount of \$108,158

Commissioner Bushee expressed concern with only receiving two bids and if this was in the ballpark that staff expected.

Deputy Director of Utilities Driscoll stated the bids received were consistent with what the city has received in the past.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Nerbun

SECONDED BY: Commissioner Mayr

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

- c. **RESOLUTION 3932** A Resolution Awarding a Contract for the Cleaning and Examination of Sanitary Sewer Mains on Mequon Road Between Parkview Drive and Port Washington Road to Northern Pipe, Inc., Green Bay, Wisconsin in the Amount of \$37,485

Commissioner Mayr inquired on the large discrepancy and if the contractor was covering all of the work.

Deputy Director of Utilities Driscoll clarified the additive came in over budget and was not included. Staff did discuss with the contractor to make sure traffic control requirements were covered.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Nerbun

SECONDED BY: Commissioner Schneider

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

4) Adjourn

a. Motion to Adjourn at 7:48 PM

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Commissioner Gierl**SECONDED BY:** Commissioner Nerbun**AYES:** Wirth, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Respectfully Submitted,

*Casey Deuster**Administrative Assistant*

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

	A	B	C	D	E	F	G	I	J	K	L
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO	
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022			YES	
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		4	NO	
66	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022			NO	
68	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		1	NO	
69	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO	
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO	
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022			YES	
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022			YES	
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022			YES	
75	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022			YES	
76	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE STORAGE	3/31/2022	4/7/2022		1	NO	
77	5	RENTAL	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022		1	NO	
78	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGHLANDER MEQUON INC	LITTER	4/6/2022	4/13/2022		1	NO	
79	5	RENTAL	11558 N PORT WASHINGTON ROAD	METRO MARKET	LITTER	4/6/2022	4/13/2022		1	NO	
80	3	140860207000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
81	3	140892402000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
83	3	141220004000	11912 N SOLAR AVE	JAMES MCNICHOL	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
84	3	140870708000	11625 N VEGA AVE	ROBERT MACKIEWICZ	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
85	3	140881402000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
86	4	140840509000	4808 W HIAWATHA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022			YES	
87	2	141160010000	12335 N WOODFIELD CT	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022			YES	
88	3	140500102002	6714 W MEQUON ROAD	MICHAEL OR TRACY LALONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022			YES	
89											
90											
91											
92											
93											1 COMPLIANCE ACHIEVED
94											2 COMPLIANCE DATE NOT MET
95											3 WAITING ON REPLY
96											4 EXTENSION GRANTED
97											5 ISSUED TO CITY ATTORNEY OFFICE
98											6 SCHEDULED COURT DATE
99											7 COURT RULING
100											8 PRETRIAL DATE
101											9 TRIAL DATE
102											10 FINAL RULING
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11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2914
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of City Clerk

TO: Common Council
FROM: Caroline Fochs, City Clerk
DATE: May 2, 2022
SUBJECT: RESOLUTION 3948 A Resolution Approving Revisions to the Mequon Aldermanic Ward Listing, Aldermanic Ward Map and Polling Site Designations, Due to Assembly Redistricting

Background

With the passage of resolutions 3882 and 3898 in 2021, the City of Mequon revised its ward plan, and designated polling sites based on the 2020 Federal Census. On April 15, 2022, The Wisconsin Supreme Court adopted a redistricting plan for Wisconsin Congressional, Assembly and Senate Districts. The approved boundary for Assembly Districts 23 and 24 run through two existing wards, wards 2 and 11. Since Assembly lines cannot cross through wards, an amendment to the ward map to align the Assembly boundaries and ward boundaries is needed. The two new wards created will be labeled wards 2A and 11A (see attached map). As indicated, each ward on the map is identified by a different color.

Analysis

Wis. Stat. § 5.15(4)(a) outlines that:

“...no later than April 10 of the 2nd year following the year of the federal decennial census on which the act is based, amend the ordinance or resolution to the extent required to effect the act. The amended ordinance or resolution shall designate the polling place for any ward that is created to effect the legislative act”.

The change in ward boundaries does not affect aldermanic boundaries or cause voters to move to a different polling site. It simply creates two smaller wards within Aldermanic Districts 1 and 4. The new wards have been assigned to the corresponding polling site on the attached resolution. Since the newly drawn boundaries were completed after the April 10 deadline, the Wisconsin Election Commission has requested that local approvals take place no later than May 25, 2022.

Fiscal Impact

No fiscal impact.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on May 10, 2022.

Attachments:

Exhibit 1 (DOCX)
 Exhibit 2 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3948

A Resolution Approving Revisions to the Mequon Aldermanic Ward Listing, Aldermanic Ward Map and Polling Site Designations, Due to Assembly Redistricting

RECITALS

A. The City completed a redistricting plan including new wards as adopted by the Common Council on October 12, 2021, with Resolution 3882.

B. The City assigned each ward to a polling site with the adoption of Resolution 3898 on December 14, 2021.

C. On April 15, 2022, the Wisconsin Supreme Court adopted a state of Wisconsin Congressional, Assembly and Senate District map.

D. The approved map divides two wards within the City of Mequon and creates two new wards.

E. These wards must be reflected in a revised City of Mequon ward map and assigned to a City-designated polling site.

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

1. The division of the City into twenty-two (22) wards, as shown on the official election ward listing, attached hereto as Exhibit 1, and as depicted in the official election ward map, attached hereto as Exhibit 2, and which exhibits are incorporated herein by reference, is hereby approved.

2. The polling sites for the City of Mequon wards are hereby established as follows:

Aldermanic District 1 (Wards 1, 2, 2A, 3)	Crossroads Church 6031 W. Chapel Hill Road
Aldermanic District 2 (Wards 4, 5)	Mequon City Hall 11333 N. Cedarburg Road
Aldermanic District 3 (Wards 6, 7, 8, 8)	Trinity Lutheran Church 10729 W. Freistadt Road
Aldermanic District 4 (Wards 9, 10, 11, 11A)	Pieper Power Education Center

Aldermanic District 5 (Wards 12, 13)

8200 W. County Line Road

Unitarian Church North
13800 N. Port Washington Road

Aldermanic District 6 (Wards 14, 15, 16)

Range Line Recreational Center
Gymnasium
11040 N. Range Line Road

Aldermanic District 7 (Wards 17, 18)

Lumen Christi Parish
2750 W. Mequon Road

Aldermanic District 8 (Wards 19, 20)

Range Line Recreational Center
Conference Room
11040 N. Range Line Road

3. This resolution shall be filed with the City Clerk who shall transmit a copy to the County Clerk within five (5) days of adoption.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Exhibit #1 Census Block Listing

CENSUS BLOCK WARD 1	CENSUS BLOCK WARD 2	CENSUS BLOCK WARD 3	CENSUS BLOCK WARD 4
550896602011000	550896602022008	550896602011010	550896603011007
550896602011001	550896602022009	550896602011011	550896603011009
550896602011002	550896602022010	550896602011012	550896603011010
550896602011003	550896602022011	550896602011013	550896603011011
550896602011004	550896602022016	550896602011014	550896603011012
550896602011005	550896602022017	550896602012008	550896603011013
550896602011006	550896602022018	550896602012009	550896603011014
550896602011007	550896602022019	550896602012010	550896603011015
550896602011008	550896602022020	550896602012012	550896603011016
550896602011009	550896602022021	550896602012020	550896603011017
	550896602022022		550896603011018
	550896602022023		550896603011019
	550896602022024		550896603011020
	550896602022025		550896603011021
	550896602022026		550896603011022
	550896602022027		550896603011023
	550896602022028		550896603011024
	550896602023000		550896603011025
	550896602023002		550896603011026
	550896602023008		550896603012000
			550896603012002
	CENSUS BLOCK WARD 2A		
	550896602023001		
	550896602023003		
	550896602023004		
	550896602023005		
	550896602023006		
	550896602023007		

Exhibit #1 Census Block Listing

CENSUS BLOCK WARD 5	CENSUS BLOCK WARD 6	CENSUS BLOCK WARD 7	CENSUS BLOCK WARD 8
550896603012001	550896602011015	550896602023009	550896602012000
550896603012008	550896602011016	550896602023010	550896602012001
550896603012009	550896602013000	550896602023011	550896602012002
550896603012010	550896602013001	550896602023012	550896602012003
550896603012011	550896602013002	550896602023013	550896602012004
550896603012012	550896602013003	550896602023014	550896602012005
550896603012013	550896602013004	550896602023015	550896602012006
550896603012014	550896602013005	550896602023016	550896602012007
550896603012016	550896602013006	550896602023017	550896602012018
550896603012017	550896602013007	550896602023018	550896602013016
550896603012018	550896602013008	550896602023019	550896602013017
550896603012019	550896602013009	550896602023020	
550896603012020	550896602013010	550896602023021	
550896603012021	550896602013011	550896603012004	
550896603013016	550896602013012		
550896603013017	550896602013013		
550896603013018	550896602013014		
550896603013019	550896602013015		
550896603013020	550896602013018		
550896603013021	550896602013019		
550896603013022	550896602013020		
550896603013023	550896602013021		
550896603013024			
550896603013025			
550896603013026			
550896603013027			
550896603013028			
550896603013029			
550896603013030			
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550896603013035			
550896603013037			
550896603013038			
550896603013039			
550896603013040			
550896603013041			
550896603013042			

Exhibit #1 Census Block Listing

CENSUS BLOCK WARD 9	CENSUS BLOCK WARD 10	CENSUS BLOCK WARD 11	CENSUS BLOCK WARD 12
550896602021000	550896602012011	550896602012017	550896602022000
550896602021001	550896602012013	550896602021011	550896602022001
550896602021002	550896602012014	550896602021012	550896602022002
550896602021003	550896602012015	550896602021019	550896602022003
550896602021004	550896602012019	550896602021020	550896602022004
550896602021005		550896602021021	550896602022005
550896602021006		550896602021022	550896602022006
550896602021007		550896602021023	550896602022007
550896602021008		550896602021024	550896602022012
550896602021009		550896602021025	550896602022013
550896602021010		550896602021026	550896602022014
550896602021013		550896602021027	550896602022015
550896602021014		550896602021028	550896602022029
550896602021015		550896603033010	
550896602021016		550896603033011	
550896602021017		550896603033012	
550896602021018			
550896602023022		CENSUS BLOCK	
550896602023023		WARD 11A	
550896602023024		550896602012016	
550896602023025			
550896602023026			
550896603012005			
550896603012006			
550896603034012			
550896603034013			

Exhibit #1 Census Block Listing

CENSUS BLOCK WARD 13	CENSUS BLOCK WARD 14	CENSUS BLOCK WARD 15	CENSUS BLOCK WARD 16
550896603011000	550896603011008	550896603011042	550896603013003
550896603011001	550896603011030	550896603013000	550896603013011
550896603011002	550896603011031	550896603013001	550896603013013
550896603011003	550896603011032	550896603013002	550896603013014
550896603011004	550896603011033	550896603013004	550896603013015
550896603011005	550896603011034	550896603013036	550896603013043
550896603011006	550896603011035		550896603013044
550896603011027	550896603011036		550896603013047
550896603011028	550896603011037		550896603013048
550896603011029	550896603011038		550896603013049
550896603011043	550896603011039		550896603013050
550896603013006	550896603011040		550896603013051
550896603013007	550896603011041		550896603031002
550896603013008	550896603013005		550896603031005
550896603013012	550896603013009		550896603031006
550896603013046	550896603013010		550896603031007
550896603014000			550896603031008
550896603014001			550896603031009
550896603014002			550896603031010
550896603014003			550896603031011
550896603014004			550896603031012
550896603014006			550896603031013
			550896603031014
			550896603031015
			550896603031016
			550896603031017
			550896603031018
			550896603031019
			550896603031020
			550896603032002
			550896603032003
			550896603032004
			550896603032005
			550896603032006
			550896603032011

Attachment: Exhibit 1 (RESOLUTION 3948 : Wards and Polling Sites)

Exhibit #1 Census Block Listing

CENSUS BLOCK WARD 17	CENSUS BLOCK WARD 18	CENSUS BLOCK WARD 19	CENSUS BLOCK WARD 20
550896603012007	550896603032007	550896603013045	550896603032013
550896603012015	550896603032008	550896603014005	550896603032014
550896603012022	550896603032009	550896603031000	550896603032015
550896603012023	550896603032010	550896603031001	550896603041007
550896603013031	550896603032012	550896603031003	550896603041008
550896603013032	550896603032016	550896603031004	550896603041009
550896603013033	550896603032017	550896603032000	550896603041014
550896603013052	550896603033000	550896603032001	550896603041017
550896603013053	550896603033001	550896603041000	550896603041018
550896603034000	550896603033002	550896603041001	550896603041019
550896603034001	550896603033003	550896603041002	550896603041020
550896603034002	550896603033004	550896603041003	550896603042000
550896603034003	550896603033005	550896603041004	550896603042001
550896603034004	550896603033006	550896603041005	550896603042002
550896603034005	550896603033007	550896603041006	550896603042003
550896603034006	550896603033008	550896603041010	550896603042004
550896603034007	550896603033009	550896603041011	550896603042005
550896603034008	550896603033013	550896603041012	550896603042006
550896603034009	550896603033014	550896603041013	550896603042007
550896603034010	550896603033015	550896603041015	550896603042008
550896603034011	550896603034017	550896603041016	550896603042009
550896603034014			550896603042010
550896603034015			550896603042011
550896603034016			550896603042012
			550896603042013
			550896603042014

Attachment: Exhibit 1 (RESOLUTION 3948 : Wards and Polling Sites)





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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: May 10, 2022
SUBJECT: ORDINANCE 2022-1621 An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m.

Background

The applicant, Ascension Medical Group, is seeking a PUD amendment for the recently constructed Ascension Medical Office building at 12831 N. Port Washington Road. The rezoning was approved on October 13, 2020 (see attached Ord# 2020-1579) and included a hours of operation limitation of 8:00 AM to 6:00 PM. The current request would extend the hours of operation to 7:00 AM to 7:00 PM.

Analysis

The use of medical office is permitted in the NC zoning district and there are no hours of operation restrictions in the District. Other uses in the area including the Highland House, Ascension Hospital and the medical office building have hours of operation more extensive than the current request. Staff understands the current requirement was added at the time of Common Council approval as a means to mitigate impacts of the use on the surrounding area. It is believed that extending the hours as requested should not have a negative impact on the surrounding properties.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The Planning Commission recommended approval 7-0 at its April 25, 2022, meeting.

Attachments:

Exhibit A: Ord. 2020-1579 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1621

An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m.

RECITALS

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

B. The Planning Commission by majority vote adopted a recommendation to approve the PUD Amendment on the 25th day of April 2022.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 6th day of June 2022.

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

SECTION I

Ordinance No. 2022-1579, which established the terms and conditions for a Planned Unit Development for the property located at 12831 N. Port Washington Road, is amended to change condition number 3 to read as follows:

The hours of operation are restricted to 7:00 AM to 7:00 PM daily.

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 ordinances and parts of ordinances 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: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Published: _____

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2020-1579

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to: A) Rezone 3.9 Acres of the Property Located at 1310 W. Highland Road from R-2B (Single-Family 1.5 Acre) to NC (Neighborhood Commercial) with a PUD (Planned Unit Development) Overlay; and B) Amend the City's Land Use Plan Map from Single-Family 1-1.5 Acre to Neighborhood Commercial

RECITALS

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

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

C. The Planning Commission of the City of Mequon, by majority vote of the Commission on July 27, 2020 has recommended approval of a Land Use Plan Map amendment and rezoning to designate the property illustrated in Exhibit A as "Neighborhood Commercial."

D. The City of Mequon Common Council held a public hearing on this proposed Land Use Plan Map amendment and rezoning at its October 13, 2020 meeting, in accordance with sections 66.1001(4)(d) and 62.23(7)(d) of the Wisconsin Statutes.

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

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

SECTION I

The City of Mequon Common Council, by enactment of this ordinance, formally approves and adopts the Land Use Plan Map amendment illustrated in Exhibit A, pursuant to section 66.001(4)(c) of the Wisconsin Statutes.

SECTION II

Following recommendation of the Planning Commission on July 27, 2020, and after due notice and hearing by the Common Council of the City of Mequon on October 13, 2020, 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 NC/PUD subject to the following conditions:

1. The use shall be limited to medical office only. Any future change of use will require an amendment to the PUD.
2. The proposed building shall be less than 30,000 square feet.
3. Hours of operation are restricted to 8:00 a.m. to 6:00 p.m.
4. The applicant shall consent to the rezoning the parcel at a later date if the City creates a specialized zoning district for commercial properties for the East Growth Corridor.
5. The City of Mequon shall have the right to install streetscaping and signage in the outlot at the corner of Highland and Port Washington Roads.
6. All other technical standards of the NC District shall be complied with.
7. Planning Commission approval of the Building and Site Plan shall be required.
8. Adequate landscaping and buffering, as determined by the Community Development Department, shall be required along the north and west property lines to adequately buffer the development from the adjacent parcel.
9. Applicant shall provide a wetland delineation report and add the wetland boundary to the face of the CSM, including applicable setbacks.

Based on site, building and operation advancements between the applicant and City staff since the Planning Commission recommendation, additional conditions of the rezoning are as follows:

10. The development must comply with all recommendations of the Traffic Impact Analysis.
11. Vehicular access shall be limited to a full access from Port Washington Road and a right in/right out from Highland Road.
12. Installation of a multi-use path for the entire length of right-of-way. The width of the path shall be as approved by the Planning Commission.
13. Installation of East Growth designated light fixtures within or along the public right-of-way.
14. Installation of landscaping and streetscaping within or along the public right-of-way as approved by Planning Commission.
15. An approved landscaping and open space plan for the outlot that includes City entryway features if desired by the City, paths interior to the outlot that connect to the multi-use path(s) and to the building entrance(s).
16. A dedication and development agreement that outlines ownership and maintenance of the outlot including the following:
 - Ownership and maintenance of the outlot, including landscaping, paths and any structural elements (excluding signage) shall be Ascension.
 - Ownership and maintenance and easements for access to such for any entryway signage shall be City of Mequon.
17. Installation and maintenance of a multi-use path that connects the Ascension site to the adjacent parcel to the northwest along the rear property line.
18. The Developer and City shall enter into a Developer's Agreement which shall address infrastructure, utilities and include a provision related to the future payment of park and open space impact fees which the City is contemplating for properties within the East

Growth area for passive recreation opportunities for residents and employees of businesses within the area.

19. A PILOT agreement shall be negotiated into the development agreement.

20. No emergency room service.

SECTION III

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

SECTION IV

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

SECTION V

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: October 13, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 13, 2020.

Caroline Fochs, City Clerk

Published: November 17, 2020



www.ci.mequon.wi.us

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2914
Fax: 262-242-9655

Office of City Clerk

TO: Common Council
FROM: Caroline Fochs, City Clerk
DATE: May 2, 2022
SUBJECT: ORDINANCE 2022-1622 An Ordinance Revising the Wards in Mequon Aldermanic Districts 1 & 4, Due to Assembly Redistricting

Background

At the November 2021 Common Council meeting, Ordinance 2021-1598 was approved creating new aldermanic districts as a result of the 2020 Federal Census by listing the wards that comprise each Aldermanic district. On April 15, 2022, the Wisconsin Supreme Court adopted a redistricting plan for Wisconsin Congressional, Assembly and Senate Districts. This resulted in the creation of two new wards, 2A and 11A. These new wards must be assigned to an Aldermanic District. See attached map. Each ward on the map is identified by color.

Analysis

Wis. Stat. § 5.15(4)(a) outlines that:

“...no later than April 10 of the 2nd year following the year of the federal decennial census on which the act is based, amend the ordinance or resolution to the extent required to effect the act. The amended ordinance or resolution shall designate the polling place for any ward that is created to effect the legislative act. Nothing in this paragraph shall be construed to compel a county or city to alter or redraw supervisory or aldermanic districts”.

This change does not move or affect any Aldermanic boundary. The result is the creation of two smaller wards within existing Aldermanic Districts 1 and 4.

Since approval of the maps is past the April 10 deadline set in statute, the Wisconsin Election Commission has imposed a new deadline of May 25, 2022, for Council approval of the newly created wards that make up each Aldermanic District. Suspension of the rules to take up this ordinance may be considered in order for staff to comply with the state-mandated deadline.

Fiscal Impact

No fiscal impact.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on May 10, 2022.

Attachments:
Revised 2A and 11A (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1622

An Ordinance Revising the Wards in Mequon Aldermanic Districts 1 & 4, Due to Assembly Redistricting

RECITALS

A. The City of Mequon adopted new Aldermanic Districts with Ordinance 2021-1598, following completion of the 2020 Federal Census.

B. On April 15, 2022, The Wisconsin Supreme Court adopted a redistricting plan for Wisconsin Congressional, Assembly and Senate Districts.

C. The new map divides ward 2 into 2 and 2A, and ward 11 into 11 and 11A, due to the Assembly boundaries bisecting these wards.

D. Pursuant to 5.15(4)(a), no later than April 10 of the 2nd year following the year of the federal decennial census on which the act is based, the City of Mequon must amend the ordinance or resolution to the extent required to effect the act.

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

SECTION I

The City of Mequon Aldermanic Map is hereby amended to reflect the newly created wards as follows:

District 1	Wards 1, 2, 2A, 3
District 2	Wards 4, 5
District 3	Wards 6, 7, 8
District 4	Wards 9, 10, 11, 11A
District 5	Wards 12, 13
District 6	Wards 14, 15, 16
District 7	Wards 17, 18
District 8	Wards 19, 20

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 ordinances and parts of ordinances 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: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Published: _____





www.ci.mequon.wi.us

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

Office of Fire/Ambulance

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: May 2, 2022
SUBJECT: ORDINANCE 2022-1623 An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department

Background

At the April 12, 2022, Common Council meeting, the Council approved an Intergovernmental Agreement (the "Agreement") with the Village of Thiensville to establish the Southern Ozaukee Fire & Emergency Medical Services Department. The Village of Thiensville is scheduled to consider formal approval of the same Agreement at its meeting on Monday, May 16.

Analysis

Pending Thiensville's approval next week and pursuant to the Agreement, until January 1, 2023, the two departments "shall operate under joint command. During such period, employees and equipment of each department may be deployed to either municipality; however, employees shall remain employed by the municipalities by which they are currently employed, and each department shall continue its current billing and other functions, maintain inventories of parts and supplies consistent with past practices and maintain its apparatus and vehicles consistent with past practice."

However, on January 1, 2023, the two departments will be fully merged, ceasing to operate as individual entities. In anticipation of this merger, a review of the Mequon Municipal Code was completed. Accordingly, several references to the existing Mequon Fire Department need to be amended to reference the new Southern Ozaukee Joint Fire & Emergency Medical Services (EMS) Department, or alternatively, eliminated. The proposed ordinance amendments, a copy of which is attached, accomplish these modifications.

Generally, the proposed changes include:

Chapter 2: Amendments to remove references to fire department employees in the personnel code (department employees will no longer be City employees) and remove the "fire" component from the Board of Police and Fire Commissioners.

Chapter 14: Amendments to reflect the joint department's role in certain applications for certain City licenses.

Chapter 26: Amendments to reflect the change as it relates to the City's emergency management structure.

Chapter 30: Modifications to the Fire Prevention and Protection Code to reference the newly formed Southern Ozaukee Fire Department.

Chapter 42: Amendments to reflect the creation of a Board of Police Commissioners in place of the Board of Police and Fire Commissioners.

Fiscal Impact

None.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on May 10, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1623

An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with
Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department

RECITALS

A. The City of Mequon provides emergency medical, fire and rescue services to its residents through its own Fire and EMS Department.

B. The City and the Village of Thiensville have entered into a Southern Ozaukee Fire and Emergency Medical Services Agreement for the purposes of combining their respective fire and EMS departments (the “Agreement”).

C. Pursuant to the Agreement, until January 1, 2023, the two departments “shall operate under joint command. During such period, employees and equipment of each department may be deployed to either municipality; however, employees shall remain employed by the municipalities by which they are currently employed, and each department shall continue its current billing and other functions, maintain inventories of parts and supplies consistent with past practices and maintain its apparatus and vehicles consistent with past practice.”

D. On January 1, 2023, the two departments will be fully merged, ceasing to operate as individual entities.

E. In anticipation of the merger of the departments, the City desires to make certain changes to its Municipal Code to reflect the change from a separate department to a joint department.

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

SECTION I

Section 2-21(f) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

(f) The mayor shall be the head of the ~~fire and~~ police departments.

SECTION II

Section 2-136 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Sec 2-136. - Definitions.

City official or employee means any individual employed by or holding an office or position with the city, whether elected or appointed, paid or unpaid, full-time or part-time, as the case may be (including members of councils, boards, committees, commissions or similar entities), but not including an office ~~or~~ position subject to the jurisdiction of the board of police ~~and fire~~ commissioners or any member of the fire department.

SECTION III

The definitions of “department head” and “part-time employee” found in Section 2-204 of the Mequon Municipal Code are amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Department head means an employee who is responsible for the operation of a city department and includes: city administrator, chief of police, ~~fire chief~~, city assessor, director of community development, director of public works/city engineer, director of parks and operations, director of finance/treasurer, assistant city administrator and city clerk.

Part-time employee means an employee who is normally scheduled to work less than 40 hours per week for the city ~~but does not include volunteer fire fighters or ambulance and rescue squad personnel~~.

SECTION IV

Sections 2-207(2) and (3) of the Mequon Municipal Code are amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

- (2) Department heads are expected to conform to the normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.) of their department, however, they are afforded flexibility in the application of their time to the responsibility involved in managing their department. Subject to the prior approval of the city administrator, department heads are afforded flexibility in terms of the application of the time of those employed within their department consistent with the requirements of this article. The police ~~Police and fire~~ departments needs approval from the mayor before changing ~~their~~ its normal business hours.
- (3) Hours of work. Except for police ~~and fire~~, the normal work week for full-time employees is eight hours per day (not including lunch breaks), 40 hours per week, Monday through Friday. Work hours and days shall conform to the established hours of city business. However, this conformity shall not interfere with special time tables as required in the

operation of the city or prohibit or prevent the establishment of rotated, staggered or shortened work periods, multiple shifts or part-time hours as well as attendance at city meetings and hearings which may be needed and as approved by the city administrator.

SECTION V

Section 2-215(5) of the Mequon Municipal Code is repealed.

SECTION VI

Sections 2-216(3) and (10) of the Mequon Municipal Code are amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

(3) Paid time off eligibility.

~~(a)~~—Regular, full-time employees are eligible for the following paid time off benefits:

A proportional percentage of 18 workdays based upon the date of hire in the first calendar year of service.

Eighteen workdays after one year of service.

Twenty-three workdays after seven years of service.

Twenty-eight workdays after 13 years of service.

~~(b)~~—~~Fire battalion chiefs are eligible for the following paid time off benefits:~~

~~A proportional percentage of 15 workdays based upon the date of hire in the first calendar year of service.~~

~~Seventeen workdays after two years of service.~~

~~Nineteen workdays after four years of service.~~

~~Twenty-three workdays after six years of service.~~

(10) Employees will be allowed to carry over a maximum of 40 hours of paid time off from one fiscal year to the next. ~~Fire battalion chiefs will be allowed to carry over a maximum of 48 hours of paid time off from one fiscal year to the next.~~

SECTION VII

Section 2-226(2) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

- (2) The chief of police, ~~fire chief~~ and police captains shall be entitled to a uniform allowance to be determined on an annual basis by the city.

SECTION VIII

Section 2-230 of the Mequon Municipal Code is repealed and recreated to read as follows:

Sec. 2-230. - Discipline procedure.

- (1) *Expectations of conduct.* It shall be the duty of all employees to maintain high standards of conduct, cooperation, honesty, efficiency and economy in their work for the city. Department heads and supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives. Whenever conduct of an employee falls below a desirable standard, supervisors shall point out the deficiencies at the time they are observed. Corrections and suggestions should be made in a constructive and helpful manner in an effort to elicit the cooperation of the employee.
- (2) Any action that reflects discredit upon the municipal service or is a direct hindrance to the operations of the city may warrant disciplinary action. Circumstances constituting disciplinary action include but are not limited to the following:
 - (a) The on duty use or illegal handling of alcoholic beverages or controlled substances.
 - (b) Conviction of a crime which is job-related in nature.
 - (c) Dishonesty or offensive attitude, conduct or language toward the public, city officials or employees.
 - (d) Negligence, inefficiency, failure or inability to perform job duties.
 - (e) Intentional damage or negligence in the care and handling of city property.
 - (f) Violation of any lawful and reasonable official regulation, departmental rule or a supervisor's directive.
 - (g) Commission or omissions of acts unbecoming an incumbent of the particular office or position held.

- (h) Willful violation of any city ordinances or administrative regulations.
 - (i) Unauthorized absences from work.
 - (j) Excessive use of the city equipment including, but not limited to telephones and electronic media, for the conduct of personal business (including unauthorized long distance calls).
 - (k) Claiming sick leave under false pretenses.
 - (l) Use or attempted use of political influence or bribery to secure advantage in a promotion, departmental appropriation or for personal benefit.
 - (m) Failure to maintain satisfactory job attendance.
 - (n) Perpetuating any acts of workplace violence, including, but not limited to, abusive language, threats or acts of aggression.
 - (o) Failure to uphold and enforce the city's harassment policy.
 - (p) Violation of the city's ethics code.
 - (q) Use or attempted use of retaliatory conduct.
- (3) Law enforcement officers' suspension and removal procedures shall be governed by Wis. Stat. § 62.13. Statutory and appointed officers of the city, including the treasurer, clerk, engineer, assessor, police chief or such other appointive officers as have been created by the city shall be governed by the provisions of Wis. Stat. §§ 17.12, 17.14, and 17.16.

SECTION IX

Division 4 of Article IX of Chapter 2 of the Mequon Municipal Code is repealed and recreated to read as follows:

ARTICLE IX. - BOARDS, COMMISSIONS AND COMMITTEES

DIVISION 4. - BOARD OF POLICE COMMISSIONERS

Sec. 2-481. Creation.

The city shall have a board known as the "City of Mequon Board of Police Commissioners."

Sec. 2-482. Purpose.

The board shall fulfill the duties set forth in Wis. Stat. § 62.13, including hiring the chief of the police department, confirming subordinates appointed by such chief and, when appropriate, disciplining or terminating such chief and subordinates.

Sec. 2-483. Membership.

- (a) The board shall consist of five citizen members nominated by the mayor. One member shall be appointed between the last Monday of April and the first Monday of May each year. Appointments shall be for five-year terms, each terminating as of the first Monday of May of the fifth year following appointment.
- (b) Not more than three members may belong to any one political party. No alternates may be appointed.

Sec. 2-484. Chair.

The board shall elect a chair and vice-chair from among its members at its first meeting each year following the common council organizational meeting. The chair shall be known as the "president," and the vice-chair shall be known as the "vice president."

Sec. 2-485. Powers and duties.

The board shall have powers and duties set forth in Wis. Stat. § 62.13 and sections 42-20 and 42-21.

Sec. 2-486. Deviations from general provisions.

- (a) Section 2-419(b) shall not apply to the board. A non-resident may not be a member of the board.
- (b) Section 2-419(c) shall not apply to the board. An elected official may not serve as a citizen member or alternate citizen member of the board.
- (c) Contrary to section 2-428, an elected official may not be present during any closed session of the board except as otherwise allowed by state law.
- (d) Section 2-430 shall not apply. A quorum shall be required to be physically present to transact business or to take any action on any agenda item on the meeting's agenda.

SECTION X

Section 14-26(c) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Sec. 14-26. - License application.

- (c) *License investigation.* The city clerk shall notify the chief of police, city health officer, ~~city~~ fire inspector and city building inspector of each application for any license provided under this section, and these officials or their designee shall inspect or cause to be inspected each application and the premises, together with such other investigation as shall be necessary to comply with the regulations, ordinances, and the laws applicable thereto, to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto and the applicant's fitness for the trust to be imposed. These officials shall furnish to the city clerk, in writing, the information derived from such investigations accompanied by a recommendation as to whether the license should be granted or refused. No license shall be renewed without a reinspection of the premises.

SECTION XI

Section 14-84(b) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Sec. 14-84. - Amusement license required.

- (b) *License investigation.* The city clerk shall notify the chief of police and the ~~city~~ fire inspector of each application for any license provided under this section. These officials or their designees shall inspect or cause to be inspected each application and the premises to determine the applicant's fitness for the trust to be imposed. These officials shall furnish to the city clerk, in writing, the information derived from such investigations accompanied by a recommendation as to whether the city should grant or deny the license.

SECTION XII

Section 26-22 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Sec. 26-22. - Structure of emergency management.

- (a) *How constituted.* The mayor shall serve as chairperson and shall appoint an executive director for emergency responses. The mayor, from time to

time, may appoint ad hoc committees to carry out planning and execution of emergency plans.

- (b) *Order of succession.* In the event the mayor is unavailable to respond to an emergency, the order of succession shall be as follows:
 - (1) The president of the common council;
 - (2) The city administrator; or
 - (3) The department head most affected by the emergency; e.g., ~~fire chief,~~ police chief, public works director or staff member appointed to the task.

SECTION XIII

Article II of Chapter 30 of the Mequon Municipal Code is repealed and recreated to read as follows:

ARTICLE II. - FIRE DEPARTMENT

Sec. 30-19. - Fire department established.

- (a) As used in this code, “fire department” shall mean the Southern Ozaukee Joint Fire and Emergency Services Department created and governed by an intergovernmental agreement of which the city is a party, and “fire chief” shall mean the chief of the fire department. The city has entered into the intergovernmental agreement for the prevention of fires, fire suppression, and providing emergency medical services in the city.
- (b) The common council shall appropriate funds to provide for operating and for such apparatus and equipment for the use of the fire department pursuant to the terms of the intergovernmental agreement which created and governs the fire department.

Sec. 30-20. – Powers of the fire chief and fire department.

- (a) The fire chief or their designee shall enforce all federal, state, and local laws and regulations pertaining to fire prevention and the provision of emergency medical services.
- (b) The fire department should provide fire prevention information to its citizens.

- (c) The fire chief shall keep the common council informed of the activities of the fire department by among other things, providing an annual report to the council in form and substance acceptable to the council.
- (d) *Command at fire or emergency medical services scene.* The fire chief or officers in command (individually or collectively the “command staff”) at any fire or scene where emergency medical services are being provided are hereby vested with full and complete police authority. Any officer of the fire department may cause the arrest of any person failing to give the right of way to the fire department in responding to a fire or call for emergency medical services.
- (e) *Command staff to prescribe limits.* The command staff may prescribe certain limits in the vicinity of any fire within which no persons, excepting firefighters and police officers and those admitted by order of any officer of the department, shall be permitted to come. The command staff shall have the power to cause the removal of any property whenever it shall become necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect the adjoining property, and during the progress of any fire the command staff shall have the power to order the removal or destruction of any property necessary to prevent the further spread of the fire. The command staff shall have the power to cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the department during the progress of a fire.
- (f) *Firefighters may enter adjacent property.* It shall be lawful for any firefighter while acting under the direction of the command staff to enter upon the premises adjacent to or in the vicinity of any building or other property then on fire for the purpose of extinguishing such fire and in case any person shall hinder, resist or obstruct any firefighter in the discharge of his duty as is herein before provided, the person so offending shall be deemed guilty of resisting firefighters in the discharge of their duty.
- (g) *Duties of bystanders to assist; interference.* Every person who shall be present at a fire or scene where emergency medical services are being provided shall be subject to the orders of the command staff. The command staff shall have the power to cause the arrest of any person or persons refusing to obey said orders or such persons as may interfere with the orders given or work by firefighters at a fire.

Sec. 30-21. - Fire inspector; duties.

- (a) The fire chief shall hold the office of fire inspector, with power to appoint one or more deputy fire inspectors, who shall perform the same duties and have the same powers as the fire inspector.

- (b) It shall be the duty of the fire inspector to inspect all buildings, premises and public thoroughfares within the city limits for the purpose of noting and causing to be corrected any condition liable to cause fire. The fire inspector shall also investigate and issue permits in accordance with the regulations of the Wisconsin Department of Safety and Professional Services for the storage and handling of explosives and inflammable liquids within the city. The fire inspector shall perform such other duties as required by the state.
- (c) Whenever or wherever in the city any inspection by the fire chief or their deputies reveals a fire hazard, the fire chief or their deputies shall serve a notice in writing upon the owner of the property giving said owner a reasonable time in which to remove the hazard. In the event that the fire hazard is not removed within the time allowed, it shall be deemed a nuisance. The fire chief or their deputies are authorized to have the same removed by the city, and the cost of such removal shall be recovered in an action by the city against the owner of the property.
- (d) The fire department shall keep a record of each property inspected, which shall conform to the requirements of the state and shall make the report of inspections required by the state.
- (e) No person shall deny the fire chief or their deputies free access to any property within the city at any reasonable time for the purpose of making fire inspections. No person shall hinder or obstruct the fire inspector in the performance of their duty or refuse to observe any lawful direction given by the fire inspector.
- (f) Pursuant to Wis. Admin. Code § SPS 314.01(13)(b)7, the fire inspector shall complete an inspection of all public buildings and places of employment at least once per calendar year, provided that the interval between those inspections does not exceed 15 months.

Sec. 30-22. - Apparatus and equipment.

No person shall willfully injure in any manner any hose, hydrant, or fire or emergency medical service apparatus or equipment belonging to the city or the fire department, and no vehicle shall be driven over any unprotected hose of a fire department when laid down on any street, private driveway or other place to be used at any fire or alarm of fire, without the consent of the fire department command staff.

Sec. 30-26. - Creation of fire districts.

- (a) *Areas.* There shall be created within the city certain areas to be known as fire districts. The location and boundaries of these areas shall be determined by the common council with the advice and assistance of the fire chief and their deputies.
- (b) *Furnishing of water.* It is declared to be the intention of the common council that water tanks be erected or cisterns or similar facilities constructed in certain fire districts to be used for the purpose of furnishing water for the extinguishing of fires. Such fire districts shall be located in areas where there are apartment, commercial, industrial or residential developments, which can be reached from such water tanks, cisterns, or other facilities with, fire apparatus and hose.
- (c) *Payment of water supply facilities.* It is further declared to be the intention of the common council that the cost of constructing and installing said water tanks, cisterns of similar facilities is to be recovered by the city through the levy of a special assessment upon the benefiting properties in accordance with the authorities granted under Wis. Stats. § 66.0701, *et seq.*

Sec. 30-23. - Nonresident fees for fire department response services.

When the fire department is called upon to extinguish a vehicle fire, extricate a person from a vehicle, provide on-scene clean-up of flammable or other hazardous substances, or provide on-scene care or assistance to the vehicle occupant, and wherein the drivers license of the operator of the subject vehicle indicates that they are not a resident of the city, and the subject vehicle is not a commercial trade vehicle being operated by an employee of a business with a permanent address located inside the corporate limits of the city, the driver of the subject vehicle shall pay a service fee to the city, the amount of which shall be prescribed by the common council from time to time.

SECTION XIV

Section 30-128(1) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Sec. 30-128. Activities exempt.

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

- (1) Fires set by the ~~Mequon~~ fire department for practice and instruction of firefighters, and/or testing of firefighting equipment.

SECTION XV

Sections 42-20 and 42-21 of the Mequon Municipal Code are amended to read as follows
(NOTE: Deleted text is ~~struck through~~; Added text is underlined):

Sec. 42-20. - Compensation for police personnel established by common council.

- (a) *Compensation for sworn officers.* Compensation for the chief of police and the sworn members of the department shall be established by the common council. Salaries may be increased by the common council, however, may not be decreased without the recommendation of the board of police and fire commissioners.
- (b) *Salary for civilian non-sworn personnel of the department.* The salary for the non-sworn members of the department shall be established by the common council and may be increased or decreased by the common council.

Sec. 42-21. - Appointment of police department personnel.

- (a) *Appointment of the chief of police.*
 - (1) The board of police and fire commissioners shall appoint the chief of police who shall hold his/her office during good behavior subject to suspension or removal by the board of police and fire commissioners for cause. The chief of police shall obey the lawful orders of the mayor and the lawful written orders of the mayor and/or common council.
 - (2) When the chief of police is out of the city and of a sufficient distance from the city that he/she could not respond back to deal with an emergency, he/she shall appoint an acting chief of police during the period of absence. Such appointment does not preclude the chief of police from directing activity from a location outside the city. The acting chief of police shall carry out the lawful directives of the chief of police and/or the mayor and common council.
- (b) *Appointment of police officers.*
 - (1) Pursuant to Wis. Stats. § 62.13, the chief of police shall appoint sworn officers to their positions subject to the approval of the board of police and fire commissioners.

- (2) Pursuant to Wis. Stats. § 62.13, the chief of police shall promote sworn officers as necessary, subject to the approval of the board of police and fire commissioners.

SECTION XVI

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 XVII

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

SECTION XVIII

All city policies and parts of city policies that contravene or that are more permissive than this ordinance or that allow the city or any of its committees more discretion than that provided by this ordinance are hereby repealed.

SECTION XIX

This Ordinance shall become effective, after its publication as provided by law, on January 1, 2023.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: May 4, 2022
SUBJECT: ORDINANCE 2022-1618 An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools

Please see attached memo by City Attorney Sajdak.

Attachments:

Memo re Swimming Pool Ordinance - May (PDF)
ISPSC Adoption Status Report (PDF)
PW Meeting Minutes 04 12 22 Draft (DOC)
WI Uniform Building Code & Information (PDF)
ASTM Performance Specifications (PDF)
November 2021 Staff Memo (PDF)
Auto Pool Cover Information from Amber Schroeder (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1618

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

RECITALS

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

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

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

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

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

SECTION I

10-26 - Residential Swimming Pools.

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

(a) Definitions.

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

- (2) "Temporary pool" means any swimming pool that has a surface area of less than 314.159 square feet (20-foot diameter) which is installed for any length of time less than four (4) months and which is installed after May 1 and removed by September 30 in the same year.
- (3) "Power safety cover" means a barrier which can be placed over the water area of a pool that provides a high level of safety for children under the age of five by inhibiting their access to the water which meets the following minimum qualifications:
 - a. Static Load - the power safety cover shall hold a minimum weight of 485 pounds, irrespective of the width or diameter of the pool.
 - b. Operating switch - the switching device shall be:
 - i. located a minimum of five (5) feet above the ground or surface below such switching device; and
 - ii. locked in a secure enclosure, or operated by a key or touchpad.
 - c. Except as provided above, the power safety cover shall be certified to meet the minimum qualification criteria for a Power Safety Cover as specified in American Society for Testing and Materials (ASTM) specification 1346-91.
- (4) "Decorative" as applied to fences means that a fence is made of PVC, wrought iron, or aluminum pickets, or is a painted or stained shadow-box or board-on-board type fence, or similar design as approved by the Department of Community Development. Decorative shall not include chain link, snow or other temporary fencing.

(b) Permit.

- (1) Required. No person shall construct, install, enlarge or alter any private swimming pool, including changing any fence or safety device, unless a permit therefor has first been obtained from the Building Inspector. A temporary pool shall be exempt from this permit requirement.
- (2) Application. The following information shall be required:
 - a. Survey or accurate drawing of the property, in duplicate, showing all existing structures, proposed swimming pool or spa location, fencing if required, and overhead or underground electrical wiring.
 - b. Type of pool installation, above ground or in-ground.
 - c. Pool height above highest point of grade if above ground installations.

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

(c) Construction Requirements.

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

(c) Fences or Other Safety Measures.

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

period not to exceed 30 days where necessitated by construction and or safety concerns.

- (2) The wall of the house or building facing a swimming pool may be incorporated as a portion of the fence required under paragraph (1) above provided that the swimming pool is equipped with at least one of the following:
 - a. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
 - b. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”
 - c. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.
- (3) In lieu of a fence under paragraph (1) above, a swimming pool may utilize a power safety cover provided that such cover is in working order, is closed at all times where the pool is not in use by, or under the outdoor supervision of, a responsible individual of at least 14 years of age, and that the pool is also equipped with:
 - a. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
 - b. And at least one of the following:
 - i. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
 - ii. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”

- iii. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.
- (4) Above ground swimming pools with platforms and railings that are four (4) feet or more in height above ground and temporary pools are not required to be enclosed as provided in paragraph (1) above; however, all ladders and stairways providing access to such swimming pools shall be removed from the swimming pool or shall be adequately fenced and fitted with gates or folded up and locked to prevent entry when the swimming pool is not in use.
- (5) Spas and hot tubs are exempt from the fence requirement under paragraph (a) above provided that such spa or hot tub has a locking safety cover which is certified to meet ASTM specification 1346-91 and which shall be in place and locked when the hot tub or spa is not in use.
- (d) Electrical Requirements. All electrical installations shall require separate permits and shall be governed by the City or State Electrical Code.
- (e) Pool Lights. If overhead flood or other artificial lights are used to illuminate the swimming pool at night, such lights shall be shielded to direct light only on the swimming pool.
- (f) Swimming Pool Decks. All decks shall be constructed in accordance with the Uniform Building Code. Decking shall be considered an integral part of the swimming pool and shall comply with the applicable setback dimensions per the local zoning code.
- (g) Drainage. In no case shall any swimming pool be drained onto lands of property owners other than the owner of the swimming pool. Drainage from said lot shall be in accordance with city code.
- (h) Use of Swimming Pool. No swimming pool shall be so operated as to create a nuisance, a hazard or an eyesore or otherwise to result in a substantial adverse effect on neighboring properties.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Published: _____



Private Office:
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church Street
Franklin, WI 53132

www.ci.mequon.wi.us

Office of the City Attorney

TO: Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: May 4, 2022
RE: Swimming Pool Regulations

Background

The City presently adopts the Wisconsin Uniform Building Code with respect to the installation of swimming pools. The Code requires fences for all non-temporary pool installations. A resident has approached the Public Welfare Committee to request that the City consider amending its code to allow for power safety covers in lieu of fences for residential pools. Following discussion at its December meeting, the Committee requested that I prepare a proposed ordinance to allow for a power safety cover to be used as an alternative to a fence. Further, the Committee also discussed that there are not many standards for pools with fences and that the regulations should be more consistent.

At the April Public Welfare Committee, it was clarified that the regulations would apply only to newly installed pools, or existing pools where safety measures were going to be changed (e.g., a fence removed in favor of an automatic safety cover). Further, at the Committee's recommendation, if this ordinance is adopted, staff will circulate the new rules in the weekly bulletin and social media to make owners of existing pools aware of the requirements – not because they are required to comply, but so that people are aware and choose to update their pools if they desire. The Committee unanimously recommended the ordinance as presented for approval.

Discussion

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

The CPSC published Safety Barrier Guidelines for Residential Pools, a set of guidelines written to prevent injuries and deaths around pools.² These guidelines center on keeping children from entering the pool area when unaccompanied by a supervising adult. The CPSC concludes that

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

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

fences provide the best level of protection. When it considered power safety covers, the CPSC notes that they would be beneficial for adding an additional layer of protection.

Notwithstanding the CSPC's recommendation, the International Code Council (ICC) and the Association of Pool & Spa Professionals (APSP) developed a set of swimming pool-related building codes called the International Swimming Pool and Spa Code (ISPSC). The 2015 version of the ISPSC allows for an automatic power safety cover in lieu of a fence for all inground pools and spas.³ As of February 2022, 14 states have adopted the ISPSC for use state-wide and 19 states have adopted the ISPSC for use as determined by local authorities. Wisconsin has not adopted the ISPSC in any capacity for state-wide use. With that said, there are a handful of municipalities across the state of Wisconsin that have allowed for automatic power safety covers.

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

Based upon discussion at the Committee, an operation requirement was also added. And following last month's discussion at Council that requirement was amended slightly in the draft presented for your consideration. The proposed ordinance requires that a power safety cover be "closed at all times where the pool is not in use by, or under the outdoor supervision of, a responsible individual of at least 14 years of age." This would address situations raised by the Committee where either (a) there are teenage children using the pool without adult supervision or (b) the pool is being "used" for aesthetic or other purposes (e.g., where a party is being held on the property, but nobody is actively swimming because they are eating, sunbathing, relaxing, etc.) but is still supervised. However, as discussed at Committee, these operational requirements are difficult to enforce. If a neighbor calls and says there is no responsible individual present, staff would need to physically observe the lack of a responsible individual before a citation could be issued. Identifying whether a "responsible individual" is present at any specific point in time is virtually impossible, which makes the requirement effectively aspirational as opposed to something that can be enforced. Staff continues to believe that fencing is the best alternative.

One part of the discussion from December's meeting addressed the situations where a pool has a fence on three sides but uses the wall of the residence for the fourth enclosing side. One of the purposes of regulating pool safety is to prevent neighboring children from drowning by being drawn to an unattended pool (the so-called attractive nuisance). However, recognize that one

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

CSPC study found that some 75% of incidents involve pools owned by the victim's family. Accordingly, the proposed ordinance also includes language addressing this circumstance and requires additional safety features to address the risk posed in these circumstances.

At last month's Council meeting, the need to better define the standards for power safety covers was discussed. To address this request, the proposed code still requires certified compliance with ASTM specification 1346-91 except in two areas. First, The ASTM specification has two different standards for static load depending on the width of the pool. For clarity, and to provide a level of safety for emergency response personnel, the proposed code adopts a singular load requirement of 485 pounds for all pools no matter their width. This will help ensure, for example, that firefighters who are walking through the rear yard in the winter do not fall through a cover by ensuring the power safety cover supports the weight of two adults with gear. Second, the ASTM standard has a wide range of standards for the control switch for a power safety cover. Again, to ensure clarity and improve safety, the proposed code sets a single standard that the switch be located at least 5 feet above ground and also that it be locked with a key or touchpad/code.

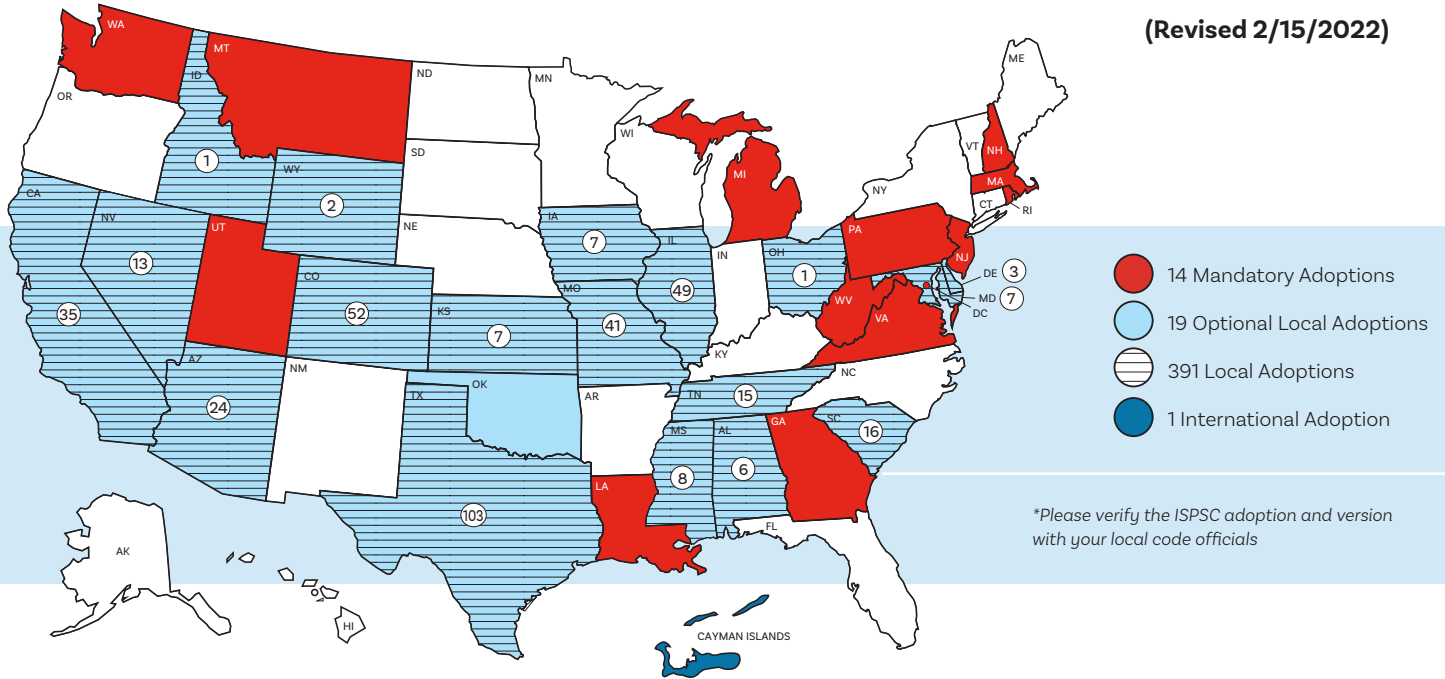
The CPSC acknowledges that "[b]arriers are not childproof, but barriers do provide layers of protection for a child when there is a lapse in adult supervision." Therefore, the City's code should ensure that there are appropriate levels of protection surrounding a pool for children. Because fences appear to provide the best protection, the proposed ordinance defaults to requiring a fence. However, it also provides the opportunity to utilize a powered safety cover provided that the pool is also equipped with an alarm and one additional safety measure.

Lastly, two questions from the Council discussion last month should be addressed. First, as I indicated at the meeting, this code does not trump any subdivision covenants and homeowner's/liability insurance requirements may dictate more stringent protection than any code requirements. Owners would be wise to confirm both prior to installing a pool. Second, the proposed code does require a pool permit for installation or for changing the safety features of the pool. Thus, if an owner of an existing pool with a fence wanted to replace the fence with an automatic safety cover, a permit would be required. The Council should establish a fee for that permit if the ordinance is adopted.



ISPSC Adoption Status Report*

(Revised 2/15/2022)



14 Mandatory State Adoptions (Statewide)

Georgia ('15) | Louisiana ('15) | Massachusetts ('15) | Michigan ('15) | Montana ('18) | New Hampshire ('15) | New Jersey ('18) | Pennsylvania ('18) | Rhode Island ('18) | Utah ('18) | Virginia ('18) | Washington ('15) | Washington, D.C. ('12) | West Virginia ('15)

19 States with Optional Adoption

Alabama | Arizona | California | Colorado | Delaware | Idaho | Illinois | Iowa | Kansas | Maryland | Mississippi | Missouri | Nevada | Ohio | Oklahoma | South Carolina | Tennessee | Texas | Wyoming

391 Local Adoptions

Alabama

County of Mobile ('18)
Gulf Shores ('18)
Montgomery ('18)
Orange Beach ('18)
Tuscaloosa ('12)
Vestavia Hills ('21)

Arizona

Apache County ('15)
Apache Junction ('18)
Benson ('15)
Camp Verde ('12)
Casa Grande ('18)
Chandler ('18)
Clarkdale ('18)
Florence ('18)
Fountain Hills ('12)
Goodyear ('12)
Marana ('18)
Mesa ('18)
Oro Valley ('18)
Pima County ('18)
Phoenix ('18)
Sahuarita ('12)
San Luis ('18)
Sedona ('18)
Sierra Vista ('12)

Snowflake ('15)
Somerton ('18)
Tempe ('15)
Tucson ('18)
Yavapai County ('12)

California

Alhambra ('18)
Asuza ('18)
Atascadero ('18)
Brea ('15)
Cathedral City ('18)
Cotati ('15)
El Segundo ('18)
Fremont ('18)
Garden Grove ('18)
Grass Valley ('15)
Hanford City ('15)
Huntington Park ('12)
Laguna Niguel ('18)
La Palma ('18)
Los Alamitos ('12)
Milpitas ('18)
Mission Viejo ('18)
Monterey Park ('15)
Nevada City ('15)
Nevada County ('12)
Newport Beach ('18)

Palo Alto ('15)
Pleasanton ('18)
Rancho Cordova ('18)
Rancho Cucamonga ('18)
Rancho Santa Margarita ('18)
Sacramento County ('15)
San Bernardino County ('18)
San Luis Obispo County ('18)
San Manuel Indian Reservation (in San Bernardino County) ('12)
Seal Beach ('18)
Sebastopol ('15)
Temple City ('18)
Ventura County ('18)
Whittier ('15)

Colorado

Adams County ('18)
Arapahoe County ('15)
Archuleta County ('18)
Arvada ('18)

Aspen ('15)
Berthoud ('18)
Black Hawk ('15)
Blue River ('12)
Boulder ('12)
Boulder County ('15)
Broomfield ('18)
Buena Vista ('15)
Castle Pines ('15)
Castle Rock ('12)
Centennial ('15)
Chaffee County ('15)
Commerce ('18)
Dacono ('18)
Delta County ('18)
Denver ('18)
Denver County ('15)
Douglas County ('18)
Eagle County ('15)
Erie ('15)
Evans ('18)
Federal Heights ('15)
Fort Collins ('18)
Fort Lupton ('18)
Frisco ('18)
Garfield County ('15)
Greenwood Village ('12)
Hudson ('18)

Johnstown ('18)
Longmont ('18)
Lyon County ('15)
Pagosa Springs ('15)
Parker ('15)
Pitkin County ('15)
Pueblo ('15)
Salida ('15)
Severance ('18)
Sheridan ('15)
Silverthorne ('18)
Summit County ('18)
Thornton ('15)
Timnath ('18)
Town of Buena Vista ('15)
Wellington ('18)
Westminster ('15)
Wheat Ridge ('18)
Windsor ('18)
Yuma ('15)

Delaware

Middletown ('18)
New Castle County ('15)
Rehoboth Beach ('18)

Idaho

Lewiston ('15)

(*): indicates update to ISPSC year

Illinois

Addison ('12)
Arlington Heights ('18)
Bartlett ('12)
Bloomingdale ('18)
Buffalo Grove ('18)
Champaign ('15)
Darien City ('15)
DeKalb ('15)
DuPage County ('15)
Elk Grove Village ('18)
Elmhurst ('12)
Elwood ('18)
Evanston ('12)
Geneva ('15)
Hainesville ('12)
Hanover Park ('12)
Highland Park ('18)
Hoffman Estates ('15)
Inverness ('15)
Kankakee ('18)
Lake Bluff ('12)
Lake County ('12)
Libertyville ('18)
Lincoln ('12)
Lincolnshire ('18)
Lisle ('15)
Long Grove ('12)
Loves Park ('15)
Milan ('12)
Mount Prospect ('15)
Naperville ('18)
Northbrook ('12)
Palatine ('15)
Pecatonica ('12)
Saint Clair County ('12)
Shorewood ('18)
St. Charles ('15)
Streamwood ('12)
Sycamore ('15)
Tinley Park ('12)
Tuscola ('15)
Warrenville ('15)
Westchester ('12)
Westmont ('12)
Wheeling ('18)
Willowbrook ('18)
Winfield ('15)
Winnetka ('15)
Yorkville ('18)

Iowa

Ankeny ('18)
Cedar Rapids ('18)
Coralville ('18)
Des Moines ('18)*
Johnston ('15)
Ottumwa ('15)
Sioux Center ('15)

Kansas

DeSoto ('18)
Gardner ('12)
Lawrence ('15)
Lenexa ('18)
Manhattan ('15)
Olathe ('12)
Wichita ('12)

Maryland

Annapolis ('15)
Anne Arundel County ('12)
Baltimore City ('18)
Cecil County ('18)
Gaithersburg ('18)
Montgomery County ('15)
Wicomico County ('15)

Mississippi

Biloxi ('18)
Diamondhead ('12)
D'Iberville ('18)
Federal Heights ('12)
Garfield County ('12)
Gulfport ('18)
Pearl River Valley Water Supply District ('15)
Senatobia ('18)

Missouri

Branson ('18)
Cape Girardeau ('15)
Chesterfield ('18)
Clayton ('15)
Creve Coeur ('15)
Eureka ('18)
Excelsior Springs ('12)
Farmington ('15)
Frontenac ('15)
Gladstone ('15)
Higginsville ('15)
Hollister ('18)
Jackson ('15)
Jefferson ('15)
Jefferson County ('15)
Kearney ('12)
Kirkwood ('15)
Joplin ('18)
Ladue ('15)
Lake St. Louis ('15)
Liberty ('12)
Missouri City ('15)
North Kansas City ('12)
O'Fallon ('15)
Parkville ('18)
Platte City ('18)
Raymore ('18)
Richmond Heights ('18)

Rolla ('18)
Sedalia ('15)
Sikeston ('12)
Springfield ('18)
St. Charles ('15)
St. Charles County ('15)
St. Louis ('18)
St. Louis County ('18)
St. Peters ('15)
Troy ('15)
University City ('12)
Webster Groves ('15)
Wright City ('15)

Nevada

Boulder City ('12)
Carson City ('18)
Clark County ('18)
Fernley ('18)
Henderson ('12)
Humboldt County ('18*)
Las Vegas ('18)
North Las Vegas ('18)
Sparks ('18)
Storey County ('18)
Washoe County ('12)
West Wendover ('12)
Winnemucca ('12)

Ohio

Grove City ('18)

South Carolina

Aiken ('18)
Charleston ('18)
Clemson ('18)
Edisto Beach ('15)
Fort Mill ('18)
Georgetown County ('12)
Goose Creek ('18)
Greenville County ('15)
Lancaster County ('18)
Moncks Corner ('18)
Myrtle Beach ('15)
Oconee County ('15)
Seneca ('18)
Summerville ('18)
Surfside Beach ('18)
Westminster ('12)

Tennessee

Alcoa ('18)
Brentwood ('12)
Farragut ('18)
Gallatin ('15)
Hendersonville ('18)
Knox County ('18)
Lincoln County ('18)
Mount Juliet ('12)

Murfreesboro ('18)
Piperton ('18)
Roane County ('12)
Rossville ('18)
Rutherford County ('18)
Smyrna ('18)
White House ('12)

Texas

Addison ('18)
Alvin ('18)
Amarillo ('15)
Andrews ('15)
Angleton ('12)
Arlington ('18)
Austin ('18)
Bangs ('18)
Bastrop ('18)
Bedford ('18)
Bellaire ('18)
Bells ('15)
Belton ('15)
Benbrook ('18)
Brenham ('15)
Bunker Hill ('18)
Canton ('15)
Canyon ('15)
Carrollton ('18)
Cedar Park ('15)
Celina ('18)
Cibola ('12)
Cleveland ('15)
Clute ('15)
Corinth ('18)
Corpus Christi ('18)
Del Rio ('15)
DeSoto ('18)
Euless ('15)
Ferris ('15)
Freeport ('15)
Frisco ('18)
Ft. Worth ('18)
Fulshear ('15)
Galveston ('12)
Grand Prairie ('15)
Groesbeck ('18)
Gun Barrel City ('15)
Haslet ('15)
Helotes ('18)
Huntsville ('15)
Hurst ('15)
Jersey Village ('18)
Katy ('15)
Kerrville ('18)
Kilgore ('12)
Killeen ('15)
Kyle ('15)
La Grange ('18)
La Porte ('18)
LaMarque ('18)

Lancaster ('15)
Live Oak ('18)
Lucas ('15)
Mansfield ('18)
Manvel ('12)
McAllen ('12)
McKinney ('18)
Meadows Place ('12)
Missouri City ('15)
Mont Belvieu ('15)
Montgomery ('15)
New Braunfels ('18)
Nolanville ('15)
North Richland Hills ('18)
Oak Leaf ('12)
Palacios ('12)
Pattison ('18)
Pearland ('18)
Pecos ('15)
Pharr ('12)
Plainview ('15)
Plano ('18)
Pleasanton ('15)
Portland ('15)
Princeton ('15)
Prosper ('21)
Red Oak ('12)
Richmond ('15)
Roanoke ('18)
Rosenberg ('18)
Round Rock ('15)
Saginaw ('18)
San Antonio ('18)
San Saba ('15)
Santa Fe ('12)
Schertz ('12)
Seagoville ('18)
Seguin ('15)
Shoreacres ('15)
South Lake ('18)
Southside Place ('18)
Spring Valley ('18)
Taylor Lake Village ('18)
Tool ('15)
Universal City ('15)
Uvalde ('15)
Waco ('15)
Watauga ('18)
Webster ('15)
West University Place ('12)
Wharton ('12)
Wylie ('12)

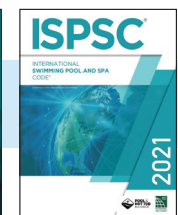
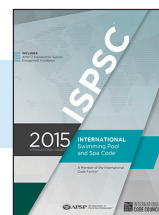
Wyoming

Rawlins ('15)
Thermopolis ('18)

Cayman Islands ('15)

(*) : indicates update to ISPSC year

<https://www.phta.org/standards-and-codes/ispsc/>





11333 N. Cedarburg Road
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, April 12, 2022

5:00 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Mark Gierl
Alderman Glenn Bushee
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, Inspections Supervisor Hadley, Deputy Fire Chief Zellmann, and Executive Assistant Enea.

2) Approval of Meeting Minutes

a. March Meeting Minutes

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Gierl

AYES: Gierl, Bushee

NOT PRESENT: Schneider

3) Ordinances

Action requested: review and recommend approval

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

City Attorney Sajdak presented the modified version of the ordinance based on the comments received from the Common Council Meeting. Some definitions were added in regards to the power safety cover, such as the static load being 485 lbs - enough to hold 2 firemen and their supplies. Also, the operating switch needed to be locked and located 5 feet above ground. In addition, a permit would be required. The age of a chaperone would be 14 years of age, the age one can be a lifeguard. Alderman Bushee shared how 14 states and 19 localities in additional states have adapted new laws to allow pool covers instead of fences. Alderwoman Schneider inquired about existing pool owners needing to know that a second safety feature

is now required for pools. The new ordinance will only apply to new pools, but the Committee agreed that would be beneficial to share in the Weekly Bulletin.

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Gierl

AYES: Gierl, Bushee, Schneider

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

Deputy Fire Chief Zellmann presented the changes that were made to the Ordinance. What a structure was, i.e. deck, was included. Also, 4a was added to discuss manufacturer guidelines and what to do in the absence of guidelines. Alderman Bushee inquired if the nuisance language could be eliminated. Deputy Chief Zellmann explained when the nuisance delegation comes to play and City Attorney Sajdak shared how using that language gives the Ordinance more teeth when it comes to enforcement. If something amounts to a private nuisance, then the City would not get involved.

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Schneider

AYES: Gierl, Bushee, Schneider

- 4) Work Calendar
 - a. Work Calendar

- 5) Adjourn

Alderman Bushee moved to adjourn at 5:29 P.M. and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Wisconsin Uniform Building Code

Exhibit 1

CHAPTER V. "SWIMMING POOL/SPA REQUIREMENTS

SECTION 30.40 - GENERAL REQUIREMENTS

- (1.) Type of Pools Requiring Permits
 - (a.) Above ground pools (except wading pools having a depth of less than two (2) feet and which are readily movable).
 - (b.) Temporary or permanent air inflatable pools with a sidewall height greater than two (2) feet above grade.
 - (c.) In-ground Pools.
 - (d.) Public Pools -- All public pools constructed shall be built and maintained in accordance with the rules of the SPS 390.
 - (e.) Spas (outdoor).
- (2.) General Pool Regulations
 - (a.) Location
 1. No person, firm or corporation shall have a swimming pool or spa located in the front yard or side yard setback unless specifically allowed in the local zoning code.
 2. Side and rear yard setbacks shall be a minimum of ten (10) feet from the property line or as regulated by the local zoning code.
 3. Swimming pools shall not be located closer than four (4) feet to any wall, fence, or structure.
 4. Swimming pools shall be located from well and septic systems in accordance with the Wisconsin State Plumbing Code, Chapter 'SPS 383.
 - (b.) Access
 1. A fence or other solid structure of not less than forty-two (42) inches in height shall completely enclose said premises and/or swimming pool. There shall be no opening in said fence or wall larger than six (6) inches square. All gates or doors opening through such enclosure shall be kept securely closed at all times while unattended and shall be equipped with a self-closing and self-latching device designed capable of keeping such door or gate securely closed. Latches shall be located at least three (3) feet above the ground, accessible deck, or stairs.
 2. A fence is not required around an above ground pool where the pool wall is at least forty-two (42) inches above grade for the full pool perimeter. The finished grade shall be maintained for a minimum of four (4) feet beyond the outside perimeter of the pool.

3. When not completely fenced, all ladders, steps, pool pump/filter equipment or other means of access to an above ground pool shall be removed and/or designed to prevent access when the pool is unattended.
4. Spas shall be made inaccessible by a locking safety cover or other approved safety barrier when not in use.
- (c.) Swimming Pool Decks -- All decks shall be constructed in accordance with the Uniform Building Code. Decking shall be considered an integral part of the swimming pool and shall comply with the applicable setback dimensions per the local zoning code.
- (d.) Drainage -- In no case shall any swimming pool be drained onto lands of property owners other than the owner of the swimming pool. Drainage from said lot shall be in accordance with any local zoning ordinance.
- (e.) Lighting -- Lights shall be erected so as to eliminate direct rays and minimize reflected rays of light onto adjoining properties and roadways. Lighting installation shall be done in accordance with the State of Wisconsin Electrical Code.
- (f.) Electrical -- All wiring for pools and spas shall be done in accordance with the Wisconsin Electrical Code and/or local code.
- (g.) Pools and spas shall be separated from overhead and underground electrical wiring shall be in accordance with the State of Wisconsin Electrical code and/or local code.
- (3.) Application for Permit. The following information is required:
 - (a.) Survey or accurate drawing of the property, IN DUPLICATE, showing all existing structures, proposed swimming pool or spa location, fencing if required, and overhead or underground electrical wiring.
 1. Type of pool installation, above ground or in-ground.
 2. Pool height above highest point of grade if above ground installations.
 3. Type and height of fence, if proposed.
 4. Type and support of decking, if proposed.
 5. Overall size and locations of the above in regard to existing buildings and lot lines for property survey reference.
 6. Any change in finished grade near pool.
 7. County Health Department approval for properties using a private septic system, where applicable.
 8. Site inspection letter from a local wiring utility.
 - (b.) Two (2) copies of brochure which shows the type, style, etc. of the pool or spa to be installed.

Mike Hadley

From: Becky Stein <speech927@yahoo.com>
Sent: Tuesday, November 2, 2021 11:15 AM
To: Mike Hadley
Subject: Pool Fencing

Hi Mike,

I reached out to you this morning as a very concerned parent and resident of Mequon. A group of neighborhood parents were together over the weekend, questioning why someone did not have fencing up around her pool in the Highlander Estates neighborhood (Wildcat Way). This is a very busy neighborhood, especially around that house. Our neighborhood park is nearby so many children are around. My own children are not independent swimmers yet. The mere thought of them or any of these other children easily wandering into someone's pool area is beyond frightening. An automatic pool cover does not ease my fears in the slightest. That is counting on the homeowner to utilize it properly every single time. I do not count on this. Not even a little bit. All it takes is ONE child to become a victim of this selfishness and absurdity before maybe the homeowner wishes they had put up a fence. Please don't let anyone's child become that victim. Please continue to require lawful, proper, permanent fencing around pools in the Highlander Estates and surrounding neighborhoods.

Thank you,

Becky Stein

Mike Hadley

From: Mark Mittenthal <mmittenthal@wi.rr.com>
Sent: Tuesday, November 2, 2021 12:29 PM
To: Mike Hadley
Subject: Mequon swimming pools

My young grandchildren live in the Highlander Subdivision. I have been advised that a resident has installed an in ground swimming pool but does not want to surround the pool with a fence. I always thought it was a law to erect a fence for the safety of the neighborhood.

Thank you for listening to my concerns.

Mark Mittenthal
(414) 218-1469

Sent from my iPhone

We make it strong. We make it easy.™
COVERSTAR®

Automatic Safety Swimming Pool Covers



LATHAM®
behind every pool

coverstar.com

*Everyday
 protection for
 your family...
 at the touch
 of a button!*





The automatic choice for safety, savings and convenience!

A backyard swimming pool is the ultimate source of family fun! But when it comes to children and pets, it is also the source of safety concerns. No parent can be watching over the pool every minute. No fence or alarm can prevent a child from getting access to an unsupervised pool. A Coverstar automatic safety pool cover can!

Strong protection – at the touch of a button!

Simply flip a switch, and your Coverstar automatic safety cover will create a barrier over your pool that no child or pet can penetrate. Custom-built to fit your pool perfectly and manufactured from best-in-class materials, Coverstar is the best protection available for your family and your pool investment!

Save on heat, water, electricity, and chemicals.

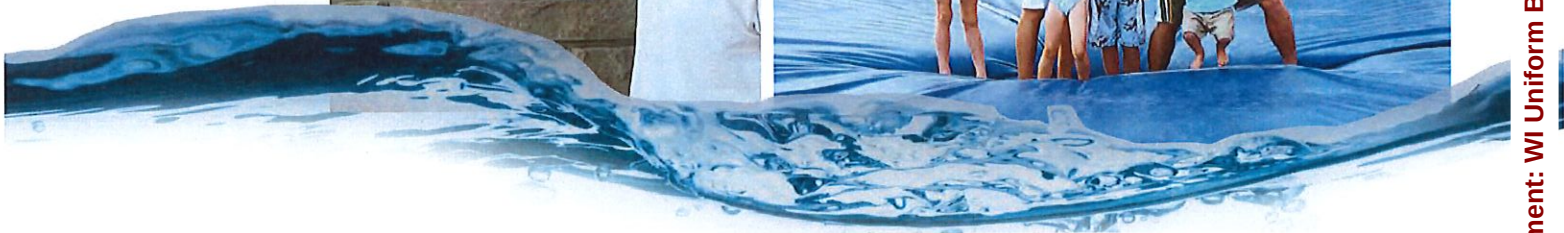
A Coverstar cover acts as a passive solar heater, increasing the temperature of your water by eight to 10 degrees. It also reduces evaporation of water as well as consumption of chemicals.

Less time cleaning...more time enjoying!

A Coverstar cover keeps dirt and debris out of your pool. Time spent cleaning out dirt and leaves and putting in new chemicals is almost eliminated!



The weather-proof toggle switch opens or closes your pool in less than a minute. And it locks for secure access!





**Coverstar delivers
big savings . . .
automatically!**

90% reduction
in evaporation

70% reduction
in pool heating costs

50% reduction
in electricity costs

70% reduction
in chemical use

An optional keypad control
with programmable security
code is also available.



We make it strong. We make it easy.™
COVERSTAR®

The strongest name in
automatic safety pool covers.



The stronger the cover, the safer the cover. No company builds in more exclusive design and manufacturing features to ensure the strength and performance of its automatic covers than Coverstar!

Heat-sealed webbing for double the strength!

Most automatic cover manufacturers sew webbing material wrapped around rope to the cover. With this method, the webbing often fails before the fabric does. Coverstar uses

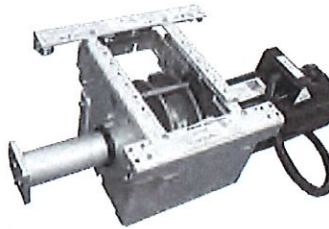
an exclusive, patented process to heat seal webbing around a polymer bead and weld it to the cover in one step. *Independent lab tests show Coverstar's webbing is over twice as strong as competitive webbing sewn to a cover!*



Mechanism engineered for unmatched reliability.

Our unique mechanism is engineered with heavy-duty components and with ropes and pulleys that are stronger than any others used in the industry. The extreme precision of the machined and laser-cut parts allows for smooth operation and many, many years of hassle-free use.

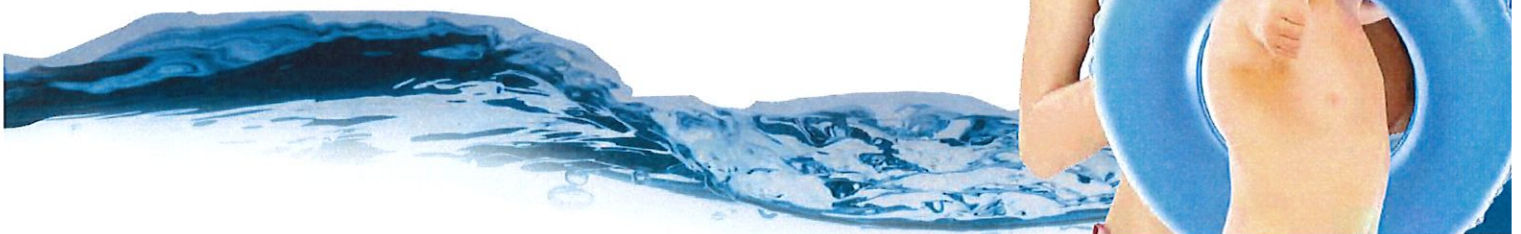
- **Coverstar motors** are completely sealed, using a proprietary method, to prevent water damage. Other less reliable means of water protection could mean an expensive motor repair.
- **PowerFlex™ Ropes** act like a shock absorber and self-adjust during operation for more reliable performance. And they're the only ropes that come with a two-year no-break guarantee!
- **Incredibly strong and durable fabric** – advanced vinyl formulation and superior fabrication methods make it top of the line.
- **Mechanical torque limiter** is adjustable to protect the motorized mechanism from too much stress.
- **Custom designed rope pulleys** provide maximum reliability in the pool environment.



Quality you can rely on!

**BUILT
COVERSTAR
STRONG**

Coverstar automatic safety covers are independently certified by the Underwriters Laboratories to exceed the powered safety cover requirements set by the American Society of Testing and Materials (ASTM F1346-91), and are UL listed to meet all electrical and safety standards.



Automatic safety cover options for every need and every pool!

Coverstar automatic safety covers can be applied to a broad range of pool designs and types. Options include:

Choice of eleven standard fabric colors: Many other custom colors and fabric weights available.



Guide Options

Underguide systems are embedded in the pool wall or mounted to the bottom side of rectangular pools' coping, allowing guides to remain virtually unnoticed. For a more integrated look, guides can be built directly into the pool wall using guide encapsulation.

Topguide systems can be used with most freeform pools. The cover's drive system is installed under an aluminum lid or mounted to the surface of the deck.

Recessed guide systems feature aluminum guides that are recessed in the pool deck during the construction of the pool. The recessed guide is flush with the top of the deck.



Lid Options

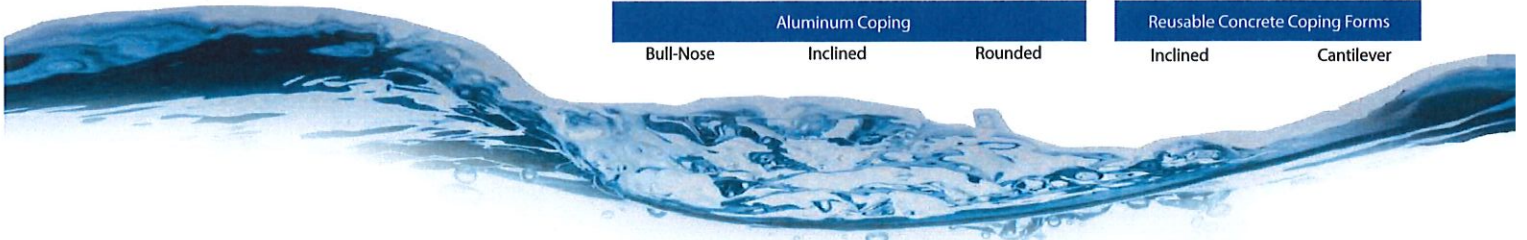
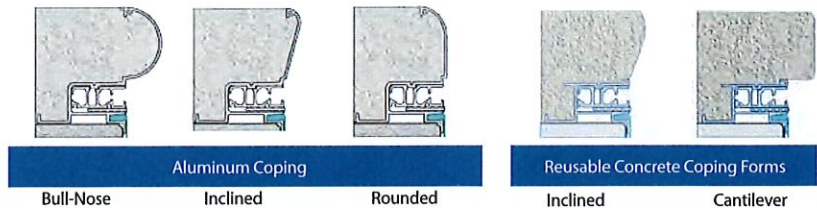
Classic Aluminum Lid, Flat Lid, Flush Deck Lid, and Walk-On Lid

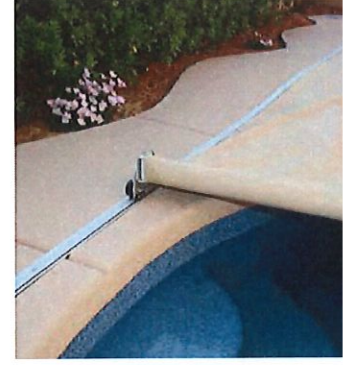


Coping Options

Aluminum: Bull-Nose, Inclined, and Rounded

Concrete (also compatible for gunite and fiberglass pools): Inclined and Cantilever






Auto and SAM – the Coverstar team! Protecting your family with the best-built Solid, Mesh and Automatic Safety Covers!

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Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs¹

This standard is issued under the fixed designation F1346; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This specification establishes requirements for safety covers for swimming pools, spas, hot tubs, and wading pools (hereinafter referred to as pools, unless otherwise specified). When correctly installed and used in accordance with the manufacturer's instructions, this specification is intended to reduce the risk of drowning by inhibiting the access of children under five years of age to the water.

1.2 This specification includes performance tests to demonstrate the compliance or noncompliance to requirements herein stated for safety covers. It also includes marking requirements for all covers.

1.3 The values stated in inch-pound units are to be regarded as the standard. The values in parentheses are given for information only.

1.4 The following safety hazards caveat pertains only to the test methods section, Section 9, of this specification: *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

- 2.1 *NFPA Document:*
National Electrical Code, Article 680-26²

3. Terminology

3.1 Definitions of Terms Specific to This Standard:

3.1.1 *appurtenances*—subordinate parts or adjunct accessory components to the cover such as hardware including buckles, straps, ties, springs, anchors, tracks, rollers, lifting arms, and the like.

3.1.2 *automatic cover*—a cover which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. See also *power safety cover (PSC)*, *other cover (OC)*.

3.1.3 *barrier*—something that restrains or obstructs access to the body of water.

3.1.4 *blanket*—a material used for thermal insulation. See also *solar energy blanket*.

3.1.5 *cover*—something that covers, protects or shelters, or a combination thereof, a swimming pool, spa, or hot tub.

3.1.6 *debris cover*—a cover with attendant appurtenances positioned over the pool area which permits the cover to prevent debris, such as foliage, dirt, windblown trash, and the like from entering the pool. It is intended to be completely removed before the entry of bathers. See also *other covers (OC)*.

3.1.7 *decks*—those areas abutting a pool, spa, or hot tub that are specifically constructed or installed (for example, of wood, concrete, brick, stone, and the like) for use by bathers for sitting, standing or walking and may also act as a base for supports for covers.

3.1.8 *dome*—a semipermanent enclosure supported by trusses, or positive air pressure erected over the pool area to provide temperature and atmospheric control over the pool environment.

3.1.9 *energy conservation*—the reduction of heat loss from pool water through air convection or evaporative cooling, or both.

3.1.10 *hot tub*—a spa constructed of wood with sides and bottoms formed separately; and the whole shape joined together by pressure from surrounding hoops, bands or rods; as distinct from spa units formed of plastic, concrete, metal, or other materials.

3.1.11 *inaccessible locations*—a location at least 5 ft (1.5 m) above the ground with no other access such as hand or footholds which would permit a child to reach the location.

3.1.12 *manual cover*—a cover which requires it to be placed over the water area by hand. See also *manual safety cover (MSC)*, and *other covers (OC)*.

¹ This specification is under the jurisdiction of ASTM Committee F15 on Consumer Products and is the direct responsibility of Subcommittee F15.28 on Covers for Pools, Spas and Hot Tubs.

Current edition approved Sept. 1, 2010. Published December 2010. Originally approved in 1991. Last previous edition approved in 2003 as F1346 – 91 (Reapproved 2003). DOI: 10.1520/F1346-91R10.

² Available from National Fire Protection Assoc., Batterymarch Park, Quincy, MA 02269.

3.1.13 *markings*—the application of numbers, letters, labels, tags, symbols or colors to provide identification and safety information and to expedite handling during shipment and storage.

3.1.14 *manual safety cover (MSC)*—a barrier which requires it to be placed over the water manually. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.15 *other covers (OC)*—includes any cover type not incorporated in the other two classifications; PSC, MSC. They are not intended to serve as a barrier for children under the age of five.

3.1.16 *power safety cover (PSC)*—a barrier which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.17 *safety cover*—a barrier (intended to be completely removed before entry of bathers), for swimming pools, spas, hot tubs or wading pools, attendant appurtenances and/or anchoring mechanisms which reduces—when properly labeled, installed, used and maintained in accordance with the manufacturers' published instructions—the risk of drowning of children under five years of age, by inhibiting their access to the contained body of water, and by providing for the removal of any substantially hazardous level of collected surface water. See also *power safety cover (PSC)*, and *manual safety cover (MSC)*.

3.1.18 *solar energy blankets*—a cover which is a floating translucent (not transparent) heat insulating sheet incorporating, for example, encapsulated air bubbles or similar low heat transfer (floating) sheet material whose purpose is to inhibit heat dissipation from the pool water surface through air convection or evaporative cooling. The sheet material, customarily translucent (not transparent) to permit the transfer of solar radiation energy directly to the pool water at all depths and intended for day and night use, is cut to the shape of the pool and is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.19 *energy conservation blanket*—a cover which is a floating heat insulating sheet material incorporating, for example, a cellular foam or similar low-heat transfer material whose purpose is to inhibit heat loss from the covered water, through air convection or evaporative cooling, or both. Such materials are customarily cut to the shape of the pool and are intended for a night covering. The blanket is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.20 *wading pool*—a shallow pool intended for wading, not swimming.

3.1.21 *waterline*—the waterline shall be defined in one of the following ways:

3.1.22 *skimmer system*—the water line shall be at the mid-point of the operating range of the skimmers.

3.1.23 *overflow system*—the waterline shall be at the top of the overflow outlet.

4. Cover Classifications and Minimum Qualification Criteria

4.1 *Power Safety Cover (PSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water.

4.1.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, 10.1-10.4, and all subsections.

4.2 *Manual Safety Cover (MSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water. May require a longer period of time to be fully secured.

4.2.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, and all subsections.

4.3 *Other Covers (OC)*—Includes any cover type not incorporated in the other two categories MSC, PSC. They are not intended to serve as a barrier for children under the age of five. Design characteristics may be hazardous when used in the presence of children under the age of five.

4.3.1 Shall satisfy 5.1-5.3, 8.1-8.3, 8.5-8.12, and all subsections.

5. Materials and Manufacture

5.1 Only materials not known to be harmful to health, within the intended application, shall be used.

5.2 All materials and components shall be durable and satisfactory for the intended purpose under the conditions normally prevailing at the site.

5.3 The cover shall be manufactured or fabricated, or both, in accordance with generally accepted, good manufacturing practices.

6. General Requirements for Safety Covers

6.1 *Installation/Use of safety covers*—Unless installed by the manufacturer, or responsible parties, or both, detailed instructions for installation shall be given in a form included in the packaging or a label, or both, attached to the cover.

6.2 Labels attached to the cover shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

6.3 *Markings for safety covers shall include:*

6.3.1 the manufacturer's name,

6.3.2 date manufactured or installed, and

6.3.3 instructions to consumers to inspect the cover for premature wear or deterioration.

6.3.4 Labels attached to covers shall meet the general requirements described in 8.4.1, 8.7-8.8.1, and 8.9.

6.4 *Fastening mechanisms or devices*—Ties, attachment points, anchors, anchorage, and controls for automatic covers or other means of fastening a cover shall include provisions such as keys, combination locks, special tools, devices, or inaccessible locations, and the like, to inhibit children under five years of age from removing or operating the cover. When subjected to the load and perimeter deflection tests described in 9.1 and 9.2, all fastening devices shall remain in their intended, secured or closed, or both, position. After the test, the intended performance of the device should not be impaired.

6.5 *Openings*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.4, any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the spa or pool does not allow the test object to pass through. The test object shall not gain access to the water, or be subject to entrapment.

6.6 Seams, ties or welds in the cover shall show no signs of damage, which will impair intended performance of the device when the cover is tested by the methods described in 9.1-9.4.

7. Performance Requirements for Safety Covers

7.1 *Static Load*—In the case of a pool with a width or diameter greater than 8 ft (2.4 m) from the periphery, the cover shall be able to hold a weight of 485 lb (220.0 kg) (2 adults and 1 child) to permit a rescue operation.

7.1.1 In the case of a pool with a width or diameter not greater than 8 ft (2.4 m) the cover shall withstand the weight of 275 lb (125 kg) (weight of a child and an adult). Compliance shall be determined by the test method described in 9.1.

7.2 *Perimeter Deflection*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.2, deflection of the cover does not allow the test object to pass between the cover and the side of the pool, or to gain access to the water.

7.3 *Surface Drainage*—The cover shall be so constructed, or incorporate a system, or have an auxiliary system provided, that when used in accordance with the manufacturer's instructions, shall drain substantially all standing water from the cover within a period of 30 min after cessation of normal rainfall. Compliance shall be determined by the test in 9.3.

7.4 *Opening Tests*—The tests shall be conducted by the test method described in 9.4 to demonstrate that any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the pool or the top surface of the spa is sufficiently small and strong to prevent the opening from being forced to a size that will allow the test object to pass through.

8. Minimum Label Requirements for All Covers for Swimming Pools, Spas, and Hot Tubs

8.1 *Product Label*—All covers shall be labeled/marked to identify manufacturers or other responsible parties (such as private label distributors), or both. Labels attached to covers shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

8.2 *Warning Labels*—All covers shall be required to have attached the following warning label:

8.2.1 *Signal Word*—**WARNING.**

8.2.2 *Safety Alert Symbol*—Preceding the signal word there shall be triangle with an exclamation point inside the triangle.

8.2.2.1 *Word Message*—The standard word message shall be **AVOID DROWNING RISK** which shall be the first message to appear directly under the signal word.

8.2.2.2 *Additional Word Message Statement*—Covers with any of the outlined hazards in Fig. 1 shall list all applicable warning statements on the label.

8.3 *Color*—Non-safety cover warning label.

8.3.1 *Signal Word*—Black letters with orange background.

8.3.2 *Safety Alert Symbol*—Black triangle with orange exclamation point.

8.3.3 *Word Message*—Black lettering on white background or white letters on black background.

8.4 *Color*—Safety cover warning label.

8.4.1 Colors assigned to the signal word panel may also be used for the message word panel provided the panel colors contrast with the lettering of the label. This is applicable to covers conforming with the PSC and MSC classifications only.

8.5 *Warning Label*—Letter size.

8.5.1 Lettering shall be of a size that enables a person with normal vision, including corrected vision, to read the safety sign or label at a safe viewing distance from the hazard. Considerations should be given to environmental variables that will affect readability.

8.5.2 *Signal Word*—Letter height shall be at least 50 % greater than the selected height of the message panel wording.

"HAZARD/WARNING STATEMENT CHART"

If This Hazard Exists:

*Will not support weight (as defined in this specification) Nonsecured or improperly secured covers

*Concealment by slipping under cover

*Drowning on top of cover in accumulated surface water (as defined in this specification)

*Concealment, Entrapment—Drowning under cover

*General requirement for all covers

*Option to above for Safety Covers

*Cover does not meet all requirements of this specification for PSC, MSC.

Add This Warning Statement:

*Stay off cover—will not support weight.

*Keep children away. Children or objects cannot be seen under cover.

*Remove Standing Water—child can drown on top of cover.

*Remove cover(s) completely before entry of bathers—entrapment possible.

*Non-secured or improperly secured covers are a hazard.

*Failure to follow all instructions may result in injury or drowning.

*This is not a Safety Cover.

FIG. 1 Hazard/Warning Statement Chart

8.5.3 Safety Alert Symbol—Safety alert symbol, when used with the signal word shall precede the signal word. The base of the safety alert symbol shall be on the same horizontal line as the base of the letters of the signal word. The height of the safety alert symbol shall equal or exceed the signal word letter height.

8.5.4 Word message letter height shall be as defined in **Table 1**.

8.6 Letter style:

8.6.1 Signal Word shall be in sans serif letters in upper case only.

8.6.2 Message Panel shall be in sans serif letters. Letters may be in upper case only.

8.6.3 Examples of acceptable lettering styles are: medium or bold helvetica, or news gothic bold.

8.7 Placement—Location shall be such that the message will:

8.7.1 Be readily visible to the intended viewer, taking into consideration all possible viewing angles, and

8.7.2 Alert the viewer to the potential hazard in time to take appropriate action.

8.7.3 Label must be located so as not to be removed in the fitting process.

8.8 Life Expectancy—The label shall have a reasonable expected life with good color stability and word message legibility when viewed as stated in **8.5.1**. Reasonable expectancy shall be taken into consideration in accordance with the expected life of the product.

8.8.1 Protection—When possible, placement of label should provide protection from foreseeable damage, fading, or visual obstruction caused by abrasion, ultraviolet light or substances such as chemicals or dirt.

8.8.2 Attachment—The label shall be attached permanently to the product or so that it cannot be easily removed.

8.9 Replacement—Product/Warning labels should be replaced by the product user when they no longer meet legibility requirements for safe viewing distance described in **8.5.1** and **8.7.1**. In cases where products have an extensive expected life or where exposed to extreme conditions, the product user should be able to obtain replacement labels from the manufacturer or responsible party.

8.10 Instruction/Use Label—Any product instructions or use label not attached to the product, intended to be viewed by the consumer/user shall contain in its contents the same applicable warning label as set forth in **8.2-8.6.3**.

8.10.1 When special circumstances limit use of label colors to two colors, the colors assigned to the message word panel may also be used for the signal word panel provided that the panel colors contrast with background color of instruction/use label.

8.11 Packaging Label—If packaging is intended for product display to the consumer/user, applicable warning label as described in **8.2-8.6.3** shall be placed on the printed side of the package intended for display and/or consumer information. The label shall be printed on or affixed to the package and not easily removable.

8.11.1 When special circumstances limit use of label colors to two colors, the colors assigned to the signal word panel may also be used for the message word panel provided that the panel colors contrast with background color of packaging.

8.12 Compliance Labeling—All labels shall note the specific cover classification.

9. Test Methods For Safety Covers

9.1 Static Load Test:

9.1.1 This test shall be conducted to demonstrate that the cover is capable of supporting a weight of (a) 485 lbs (composed of one 210-lb, one 225-lb or one 50-lb weight) for pools or spas within a width or diameter greater than 8 ft or (b) 275 lbs (composed of one 225-lb and one 50-lb weight) for a pool or a spa with a width or diameter equal to or less than 8 ft distributed over 1 ft² each, all of which are within a 3-ft radius without the test objects causing damage which would allow any of the test objects to pass through the cover. During this test there shall be no requirement for the absence of water appearing on the surface of the cover.

9.1.2 Procedure—The pool shall be filled to its waterline and the cover fitted in accordance with the cover manufacturer's instructions. The test objects shall be placed on the surface of the cover at the following critical points:

9.1.2.1 The center point of the cover.

9.1.2.2 Between attachment points and a distance of at least 4 ft (1.2 m) but not to exceed 6 ft from the side of the pool.

9.1.2.3 The test objects shall remain in each test position for a period of 5 min.

9.2 Perimeter Deflection Test:

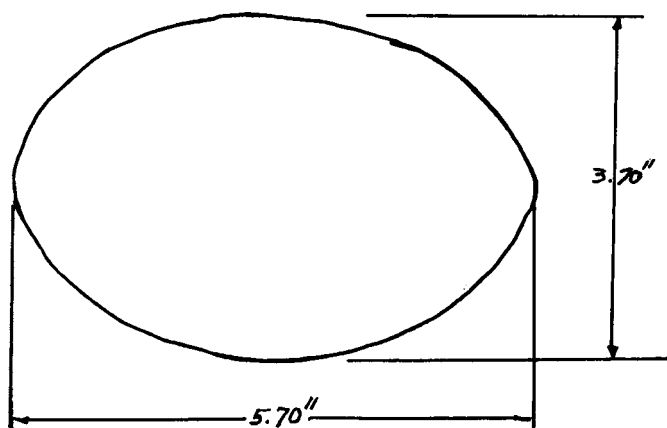
9.2.1 This test shall be conducted to demonstrate the following: if a child under the age of five were to fall onto the cover neither that child nor another child could slip through any openings that may occur between the cover and the side of the pool.

9.2.2 Perimeter Deflection Test Object—Test object shall be 3.7 in. (0.09 m) by 5.7 in. (0.14 m) by a minimum 12 in. length and a weight of 36.6 lbs in an ellipsoidal shape. See **Fig. 2**.

9.2.3 Procedure—With 50 lbs (22.7 kg) on the cover at a distance of at least 4 ft, but not exceeding 6 ft from the side of the pool, the same cover shall not deflect to allow a perimeter

TABLE 1 Word Message Letter Height Sizes

Safe Viewing Distance	Minimum Letter Height for FAVORABLE Reading Conditions	Minimum Letter Height for UNFAVORABLE Reading Conditions
less than 24 in.	Height (in.) = $\frac{\text{View Distance}}{150}$	Height (in.) = $\frac{\text{View Dist.}}{75}$
24 to 96 in.	Height (in.) = $\frac{\text{View Distance}}{300}$	Height (in.) = $\frac{\text{View Dist.}}{150}$
greater than 96 in.	Height (in.) = $\frac{\text{View Distance}}{400}$	Height (in.) = $\frac{\text{View Dist.}}{300}$



NOTE 1—Area = 16.6 in.²

NOTE 2—Perimeter = 15.0 in.

FIG. 2 Template for Swimming Pool Cover Standard

test object to pass through, gain access to the water or be subject to entrapment between the cover and the side of the pool.

9.3 Surface Drainage Test:

9.3.1 *Surface Drainage Test Object*—Timmy³ or equivalent (32 in. length by 9 in. width by 5 in. deep by 36.6 lbs torso-shaped object) shall be placed on the pool cover in a supine position, faceup, within two to three feet of and parallel with the pool's edge. Three minutes later there shall not be an unsafe amount of water. An unsafe amount of water is defined as any quantity of water which completely covers the torso of the surface drainage test object.

9.3.2 *Procedure*—Test the cover by spraying water evenly over the area at an application rate of 10 gal/min per 1000 ft² (9.29 m²) of pool area for a period of 30 min. During this test, all equipment shall operate in accordance with cover manufacturer's instructions. Thirty minutes after completion of this

³ "Timmy" is a CPR mannequin, three year old boy; available from Simulaids Inc., P.O. Box 807, Dixon Avenue, Woodstock, NY 12489.

procedure, the cover shall pass the test method in 9.3. At all times during the procedure, maintain the pool level at the waterline.

9.4 Openings Test:

9.4.1 These tests shall be conducted to demonstrate that any openings remain small enough to prevent a small child's head from gaining access to the water.

9.4.2 *Openings test object*—A solid faced sphere test object with a maximum breadth of 4.5 in.

9.4.3 *Procedure*—The cover shall be fitted in accordance with the cover manufacturer's instructions. The test object shall be placed at or into any existing opening and apply a force of 40 lbs (plus or minus 1 pound) steadily to ensure the test object cannot pass through at the following critical openings:

9.4.3.1 Any opening between the edge of the cover and the deck surface and coping wall, or both, or the top surface of the spa or pool.

9.4.3.2 Any opening in the major component of the cover.

10. Operating Controls, Safety Covers

10.1 The open-close switch shall be spring-loaded or of the momentary contact type, so that when released, the cover stops operation immediately at any point in the open or closed cycle period.

10.2 The cover shall be reversible in direction from a full stop at any point in its travel without having to complete the full open or closed cycle.

10.3 Electrically operated control switches and motors shall be installed in accordance with the National Electrical Code Article 680-26.

10.4 The type of pool covering operating controls shall be such that:

10.4.1 Its fixed location is in the line of sight of the complete pool cover, or by its operating process. This ensures that the operator shall be in complete view of the cover at all times during the closing or pool covering process.

10.4.2 Switching devices shall be key-operated or locked away or able to be de-activated or otherwise located in an inaccessible location. An inaccessible location shall be at a height of at least five feet above the deck.

ANNEX

(Mandatory Information)

A1. RATIONALE

A1.1 Scope

A1.1.1 Although the majority of child-drowning and near-drowning which were reported did not involve safety covers, those who purport to provide a level of safety should be held

to a higher level of reliability. Injury reports made available from CPSC indicate that male children, one and two years of

age, living in a home with an in-ground pool are at the highest risk of being involved in a submersion incident that requires medical care.

A1.2 Referenced Documents

A1.2.1 Allows document reviewers the necessary information to validate the text of the standard.

A1.3 Terminology

A1.3.1 Consumers and new manufacturers may not be familiar with the technological language used within the text. This section also provides definitions for new terms created for this standard.

A1.4 Cover Classifications and Minimum Qualification Criteria

A1.4.1 By defining both the level of safety afforded and standard requirements to be satisfied, manufacturer and consumer will be able to define their needs and properly interpret the standard. This section also allows manufacturers to research and develop new technology which when applied could change their designation.

A1.5 Materials and Manufacture

A1.5.1 Varying lead times for material availability restrict or delay immediate compliance with this standard.

A1.6 Performance Requirements For Safety Covers

A1.6.1 Specified load factors represent the 95th percentile for a child under the age of five as well as one male adult and one female adult.

A1.6.2 If one child should gain access to the surface of the cover, another child in the area of the pool should not face increased risk.

A1.6.3 Recognizing that some residual water will remain after the surface water is removed, the test has been devised to ensure that the level can be maintained below that deemed substantially hazardous to a child of three based on data received from the Consumer Product Safety Commission.

A1.6.4 Openings in the major component or horizontal openings between the cover and solid structure of the pool area should remain small enough to prevent the head of a small child from gaining entrance. The head breadth for a 5th percentile of a 7 month old is about 4.5 in. The smallest mobile child would be about 7 months old since at this age 50 % of children can creep on hands and knees.

A1.7 Minimum Label Requirements For All Covers For Swimming Pools, Spas, and Hot Tubs

A1.7.1 Labeling on the product allows for transfer of the information to second owners and temporary users.

A1.7.2 The combination of Signal Word, Safety Alert Symbol and Word Message provides a higher level of warning than any single effort.

A1.7.3 An effort is being made nationally to make consistent the colors used to alert consumers to potential hazards.

A1.7.4 Contrast of colors between letter colors and labels are necessary in order to attract users' attention to label and enable readability.

A1.7.5 Letter size is an important factor in warning legibility so the consumer can recognize and avoid the hazard.

A1.7.6 Style of lettering affects the readability of the warning message.

A1.7.7 Warning labels can be more effective if they allow for reaction time on the part of the consumer.

A1.7.8 Damaged labels would not provide as strong a message as necessary.

A1.7.9 Due to extended life expectancy of cover products, labels cannot be expected to maintain their original appearance.

A1.7.10 Labeling messages and format should be consistent from point of purchase to use and/or application of cover.

A1.7.11 Packaging is, at times, the consumers first exposure to product information. Information contained on the warning label is necessary for making informed choices.

A1.7.12 All labels shall note that the product meets the requirements described in Specification F1346.

A1.8 General Requirements For Safety Covers

A1.8.1 Installation can be a key factor in the effectiveness of a safety cover whether it is manually or power installed.

A1.8.2 Manufacturer's markings are necessary to allow a continuity for second owners and consumer/manufacturer contact.

A1.8.3 The mechanisms which secure the cover are an integral component that help to defeat a child's entry to the water.

A1.8.4 Openings shall not be so large that the purpose of the cover is defeated.

A1.8.5 Structural integrity is necessary to provide safety.

A1.9 Test Methods For Safety Covers

A1.9.1 The rescue operation may require two adults and the cover shall support the total combined weight to avoid possible injury to those in the rescue attempt. The 95th percentile is represented by the 225-lb male, 210-lb female and 50-lb child.

A1.9.2 This test was devised to avoid an opening large enough for one child or another child to fall between the edge of the cover and the edge of the pool when one child of 50 lb is already on the cover.

A1.9.3 Recognizing that some residual water remains after the surface water is removed, this test is devised to ensure that the level is maintained below a level deemed substantially hazardous to a child under three years of age.

A1.9.4 No opening shall exist in the cover or at any point that the cover joins the surface of the pool structure or deck area (which would allow a small child's head to gain access to the water or become entrapped). The head breadth for a 5th percentile 7 month old is about 4.5 in.



A1.10 Operating Control, Safety Covers

A1.10.1 Operator controlled momentary contact type switches afford greater control in the event of an emergency.

A1.10.2 Should a child enter the water during the closure process, the cover shall be able to reverse without total closure.

A1.10.3 It is important in the case of an electrical installation to protect children and all swimmers from the possibility

of electrocution, which is the purpose of Article 680-26 of the National Electrical Code.

A1.10.4 Operator observation of the pool during the closing process is necessary to ensure that another person does not enter the water during the process. Additionally, the location of the activating device or the ability to render it inactive is necessary to avoid unauthorized opening of the cover.

ASTM International takes no position respecting the validity of any patent rights asserted in connection with any item mentioned in this standard. Users of this standard are expressly advised that determination of the validity of any such patent rights, and the risk of infringement of such rights, are entirely their own responsibility.

This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM International Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, at the address shown below.

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TO: Public Welfare Committee
FROM: Mike Hadley,
DATE: November 9, 2021
SUBJECT: Pool Fence and Cover Requirements

Background:

The topic was presented to Public Welfare Committee to consider changing the code to not require fencing around pools that meet certain automatic cover requirements. Complaints regarding the installation of fences have included not having options to protect a pool, the expense, availability to install fencing, and aesthetics for the neighborhood. The issue has come up on occasion by homeowners and there was an appeal to such requirement in July 2015, the appeal was denied. Staff did receive resident correspondence related to pool fencing (See Attached).

Analysis:

Mequon adopts the Uniform Building Code which gives us guidance for regulating pool and spa installations. (See Exhibit) The standard has been in place since 1967. The intent of the standard is to promote public safety.

Staff posed this question to the Building Inspectors Association of Southeastern Wisconsin (BIASEW) and the collective opinion was to not allow for a deviation. Staff made inquiries to surrounding communities and the only communities that allow an exception include Town of Cedarburg, City of Menasha. There may be more, but we did not get 100% response to our inquiry.

Considerations:

A pool is an attractive nuisance and safety measures should be taken

- 1.** Fencing provides a first line defense. Without, risks include
 - a) Potential threat to public safety
 - b) Being able to reach the hazard more easily.
- 2.** Regulation of covers for pools present a few issues:
 - a) Difficult to enforce
 - b) Hard to determine when the pool cover is not in use
 - c) Inspection and enforcement for proper use of a cover

Staff Summary:

The Public Welfare Committee should consider the risks of eliminating fences surrounding pools. Staff does not support the alternate use of covers due to the impact of public safety and remaining consistent with other surrounding communities' regulations. Depending on the Committee's direction, additional input and discussion may be necessary for drafting changes.

Attachments:

Pool Cover Information (PDF)

Justin Schoenemann

From: Amber Schroeder <pt.amber@gmail.com>
Sent: Tuesday, April 5, 2022 4:44 PM
To: Justin Schoenemann
Subject: Auto pool cover

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon Justin,

I wanted to forward you some information to include in the packet that the alderman will receive before the next common council meeting. Attached please find the ASTM standards as well as the specifications for the motor, as well as the website and some other information that I thought would be helpful for the group while making a decision on the automatic pool covers. Please reach out if you have any questions,

Thank you,
Amber

<https://www.automaticpoolcovers.com/>

Motor Specification:
3/4 horse power motor
110volt
Only
Pulls 11volts max





4:39

 5G  astm.org**ASTM F1346-91(2018)** ⓘ

Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs

1. Scope

1.1 This specification establishes requirements for safety covers for swimming pools, spas, hot tubs, and wading pools (hereinafter referred to as pools, unless otherwise specified). When correctly installed and used in accordance with the manufacturer's instructions, this specification is intended to reduce the risk of drowning by inhibiting the access of children under five years of age to the water.

1.2 This specification includes performance tests to demonstrate the compliance or noncompliance to requirements herein stated for safety covers. It also includes marking requirements for all covers.

1.3 The values stated in inch-pound units are to be regarded as the standard. The values in parentheses are given for information only.





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: May 2, 2022
SUBJECT: RESOLUTION 3949 A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with Carlson Dettmann Consulting, Appleton, Wisconsin in an Amount Not-to-Exceed \$27,750

Background

As discussed during the 4th quarter of 2021 and at the Finance-Personnel Committee meeting in March of this year, staff issued a Request for Proposals (RFP) for a consultant to evaluate the City's compensation structure to ensure market competitiveness. Conducting a classification and compensation review for the City's non-represented employees is an organizational need identified by the City Administrator's Office during 2020. Due to the onset of the COVID-19 pandemic, the initiation of this proposed analysis was delayed. More recently, with recruitment becoming increasingly challenging and continued low unemployment, now is an opportune time to ensure the City provides salaries that appeal to applicants while remaining reasonable when compared to other employers. Additionally, the study will allow the City to verify that the organization is paying fair salaries to retain employees. The last time the City completed a compensation analysis was in 2014 with the assistance of Verisight, which established the City's current compensation structure. Efforts have resumed to the point where an evaluation of all proposals has now been completed, and a single firm is being recommended to complete the review.

Analysis

In accordance with the City's purchasing policy, staff issued a Request-for-Proposals (RFP) on March 9, 2022, for the completion of the study. The RFP was posted on the City's website, the League of Wisconsin Municipalities' website and distributed to a half dozen consulting firms. The City received a total of eight proposals. The top four firms were interviewed by a panel of City staff and a final firm was selected. Pursuant to the RFP, which was reviewed by the Finance-Personnel Committee on March 8, the proposed assessment is intended to:

- Quantitatively evaluate the job content of each position using a methodology that will update the City's ranking of positions within the compensation plan, as well as recommend modifications to the present compensation structure and provide recommendations regarding the City's performance evaluation process.
- Identify other Wisconsin municipal organizations that are comparable to the City of Mequon and conduct salary surveys as needed for similar positions with identified comparable cities and other local public entities.
- Review, update, and provide recommendation(s) regarding the City's compensation plan

options while remaining consistent with the City's pay policy, outlining the pros and cons of each option, and furnish a new compensation plan for the organization.

- Recommend allocations of each position to an appropriate pay grade based on internal equity and marketplace considerations when comparing against like positions with similar responsibilities.

The City was fortunate to receive eight (8) proposals, as outlined below.

Firm	Location	Cost
GovHR	Northbrook, IL	\$21,600
JER HR Group	NY or IA	\$26,400
Carlson Dettmann Consulting	Appleton, WI	\$27,750
DDA Human Resources	N/A	\$29,800
PayPoint HR	Davidsonville, MD	\$35,000
GPS	Gun Barrel City, TX	\$35,000
Flaherty Hood	Saint Paul, MN	\$59,675
RightSourcing	Bethpage, NY	\$160,000

Fiscal Impact

The proposal presented by Carlson Dettmann Consulting fully addresses the RFP, demonstrates a complete understanding of the required scope of services, presents a well-qualified project team that has worked on several similar projects, and provides a strong group of local government clients. Reference checks found Carlson Dettmann Consulting has successfully completed numerous classification and compensation projects for other municipalities and jurisdictions throughout the country, both on time and within budget. The assigned project manager, Patrick Glynn has more than nearly 30 years of professional human resources, labor/employee relations, and consulting experience in classification and compensation reviews, and currently serves as the Director of Total Rewards for the firm. Carlson Dettmann Consulting, the firm has provided the City with an offer of \$27,500 to complete the project. The 2022 budget does not include funding for the study. However, staff recommends the study be financed with ARPA funds since it is a one-time expense. Fund balance could also be considered as an alternative funding source for the study.

Furthermore, Carlson Dettmann Consulting is willing to include the Frank L. Weyenberg Library employees for an additional \$4,500, which the Library will finance if it chooses to participate in the study. Library staff anticipates seeking its Board's approval at its upcoming meeting on May 18.

A copy of Carlson Dettmann Consulting's proposal, without attachments, is enclosed as Exhibit B.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on May 10, 2022.

Attachments:

EXHIBIT A- RFP (PDF)

EXHIBIT B - PROPOSAL (PDF)

EXHIBIT C - PROFESSIONAL SERVICES AGREEMENT (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3949

A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with Carlson Dettmann Consulting, Appleton, Wisconsin in an Amount Not-to-Exceed \$27,750

RECITALS

A. The City previously identified the need to complete a Classification and Compensation Study.

B. Staff issued a Request for Proposals for the completion of said Classification and Compensation Study.

C. The proposals were received and reviewed by the City and the top firms were interviewed by City representatives.

D. Following that process, it is recommended that a contract award for the completion of a Classification and Compensation Study be made to Carlson Dettmann Consulting of Appleton, Wisconsin in the amount of \$27,750.

E. The Finance-Personnel Committee approved staff's recommendation at its meeting on May 11, 2021.

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

1. The Professional Services Agreement for a Classification and Compensation Study is awarded to Carlson Dettmann Consulting of Appleton, Wisconsin, in an amount not-to-exceed \$27,750, 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: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Request for Proposals (RFP)

Compensation Study of Non-Represented Positions



City of Mequon, Wisconsin

March 9, 2022

Purpose and Invitation

The City of Mequon is seeking proposals from qualified consultants to conduct a compensation review for non-represented employees and update the existing pay plan for the stated class of employees.

The goal of the City is to update the current compensation system utilizing accepted practices in management to ensure appropriate compensation of non-represented employees. In doing so, the objectives of the City are:

- *To attract and retain qualified employees who will be paid market-competitive salaries.*
- *To provide fair salaries for all employees and a fiscally responsible way to administer annual salary increases.*
- *To enable the City to maintain a competitive position with other comparable municipalities within the same geographic area.*

The City is accepting proposals from qualified consultants for this study. Consultants who meet the criteria set forth herein shall submit a proposal that meets all of the requirements set forth in this RFP. The City is appreciative of your time and effort in preparing a proposal.

Background

The City of Mequon was incorporated on May 24, 1957. The Common Council is the duly elected legislative and policy-making body. The fundamental job of the Common Council is to make policy decisions for the City. The Council is advised and assisted in its duties by the City Administrator and other staff. Four standing committees of the Common Council render recommendations to the full body regarding municipal projects, facilities, services, finance and personnel as well as issues of health, safety, and welfare of the community at large. The Council solicits and receives the support of many volunteer citizen committees to ensure a democratic, citizen-centered process.

The City comprises approximately 48 square miles and serves approximately 25,000 residents. Mequon is located along the western shores of Lake Michigan, approximately 14 miles north of downtown Milwaukee. The City is bordered by a total of eight (8) other communities, including the Cities of Cedarburg and Milwaukee, the Towns of Cedarburg and Grafton, and the Villages of Bayside, Brown Deer, Germantown and River Hills.

The City of Mequon has approximately 123 full-time equivalent employees of which 86 are non-represented. Within these positions, there are a number of positions descriptions that apply to numerous employees.

Scope of Services

The study shall evaluate the City's present compensation structure as compared to the specific job market for comparable positions in the public sector, excluding represented protective service employees. The consultant shall perform or provide the following:

1. Quantitatively evaluate the job content of each position using a methodology that will update the City's ranking of positions within the compensation plan, as well as recommend modifications to the present compensation structure and provide recommendations regarding

the City's performance evaluation process that determines annual compensation adjustments. A copy of the City's current compensation plan is enclosed (**Attachment A**).

2. Identify other Wisconsin municipal organizations that are comparable to the City of Mequon in a manner that also accounts for departmental structures, establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with identified comparable cities and other local public entities.
3. Apply a job evaluation system to all positions to balance internal relationships with market factors.
4. Review, update, and provide recommendation(s) regarding the City's compensation plan options while remaining consistent with the City's pay policy, outlining the pros and cons of each option, and furnish a new compensation plan for the organization.
5. Recommend allocations of each position to an appropriate pay grade based on internal equity and marketplace considerations when comparing against like positions with similar responsibilities.
6. Present results to the Finance and Personnel Committee or City Council as requested, particularly at critical points in the study. Present to the City a final report and overall plan that is clear and understandable, and summarizes the information gathering process, findings, and the estimated cost of wage recommendations.

Consultants must agree to comply with all federal, state, and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, national origin, sex, marital status, disability or age, or any other characteristic as prohibited by law.

Additive Bid Items

The City is interested in the below additive bid items. The costing of the additive bid items should be separate from the scope of work estimated for the project.

1. Providing a thorough review, update and recommendation(s), and development if necessary, regarding the City's non-represented employee job descriptions, identify gaps in positions, and review for compliance with the Fair Labor Standards Act.
2. Perform the stated scope of work for an additional 18 employees (10 positions) of the Frank L. Weyenberg Library, which is a joint library between the City of Mequon and the Village of Thiensville. A copy of the Library's salary table is enclosed (**Attachment B**).

Proposal Response Format

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal. As such, the City will accept proposals containing both technical and price proposal information in a single document submission. Accordingly, proposals should include:

1. A summary cover letter.
2. Documentation of the relative experience and qualifications of the proposing organization as it applies to the project's scope, including any specialized experience related to analysis and formulation of compensation plans.
3. Designation of a firm principal who will be in charge of the project, as well as the primary staff who will conduct the study.
4. The resumes and detailed information on the proposed staff's experience and qualifications that will be utilized in performing the study.
5. A client listing of other municipal government organizations (communities with a population base of more than 10,000 but less than 50,000) for which compensation studies have been conducted within the past 5 years. Provide a brief description of the services performed, including contact information. The supplying of contact information by the proposer is authorization for the City to perform reference checks.
6. A timeline for completing the proposed services, including estimate of hours, breakdown of hours by activity, number and type of meetings, description of study participants and estimated completion date. Proposers should confirm they are able to begin providing services to the City by no later than May 11, 2022.
7. A price proposal. Provide a not-to-exceed cost based on the tasks to be performed, per the Scope of Services. In addition, a breakdown of tasks with estimated hours and cost per task. Please also include an hourly rate if additional or supplementary services are available. Please provide the same breakdown separately for additive bid items listed above if bidding on such.
8. Data gathering methodology.
9. Any other information that the proposer feels is applicable to the evaluation of their proposal or qualifications for accomplishing the services described herein.
10. A completed Proposal Submission Form and Certificate of Non-Collusion (**Attachment C**).

PROJECT TIMEFRAME

The City will pursue the following schedule in selecting a consultant and executing this study:

Milestone	Completion
Request-for-Proposals Available	March 9
Deadline for Submittal of Questions Concerning RFP	March 23
Distribution of Responses to RFP Questions	March 28
Deadline for Submittal of RFP Proposals	April 11
Proposer Interviews and/or Proposal Evaluations Completed	April 22
Award of Contract to Recommended Consultant	May 10

Consulting Agreement(s) Executed; Study Commences	May 11
Study Execution	May 11 – July 6
Consultant(s) complete remaining analyses & present initial report	July 7
Comments Returned to Consultant	July 22
Final Draft Delivered to City	August 1
Presentation to Mayor & Common Council	August 10

City Resources

The City of Mequon will provide copies of all current pay ranges, job classifications, job descriptions, previous studies, performance evaluation forms & descriptions for determining merit increases and any other available in-house information that the successful consultant may require to complete the study.

Proposal Submissions

One electronic copy on a thumb drive or email should be provided. All proposals must be received by the City of Mequon by mail, email or in person by 4:00 p.m. on April 11, 2022. All proposals should be addressed to:

Justin Schoenemann
Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Email: jschoenemann@ci.mequon.wi.us

Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposer(s). Any such request for information will be treated as public records requests.

Evaluation of Proposals

The City shall review all RFP proposals and may select one or more finalists for interviews. In addition, the evaluation team may require the submission of supplemental materials. The successful contractor will be required to enter into an agreement for professional services with the City of Mequon, a copy of which is enclosed as **Attachment D**. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposer to file a new proposal. Proposals will remain confidential until a firm has been selected.

The City of Mequon reserves the right to accept or reject any or all proposals, waive minor informalities, to cancel, delay or suspend all or any part of this RFP and to award a contract deemed to be in the best interests of the City. Further, the City reserves the right to issue subsequent requests for proposals, postpone opening for its own convenience, remedy technical errors or waive non-material irregularities in the RFP process and negotiate with any, all or none of the Proposers.

ADDITIONAL INFORMATION

Requests for additional information from the City should be gathered into one email communication from the proposer and submitted to Assistant City Administrator Justin Schoenemann at jschoenemann@ci.mequon.wi.us. All inquiries made by potential proposers will be submitted to all interested parties in order to ensure that all parties are operating with the same information. The deadline for inquiries about the RFP is 4:00 P.M. on March 23, 2022.

Attachment A
CITY OF MEQUON, WISCONSIN
FY2022 EMPLOYEE COMPENSATION PLAN

Pay Grades	2022 Pay Ranges					JOB POSITION
	Minimum	Q1	Midpoint	Q3	Maximum	
1	\$28,363	\$30,865	\$33,368	\$35,870	\$38,373	CUSTODIAN
2	\$30,632	\$33,335	\$36,038	\$38,741	\$41,444	
3	\$33,082	\$36,001	\$38,920	\$41,839	\$44,758	
4	\$35,729	\$38,881	\$42,034	\$45,186	\$48,339	
5	\$38,588	\$41,993	\$45,398	\$48,802	\$52,207	
6	\$41,674	\$45,352	\$49,029	\$52,706	\$56,384	ACCOUNTING ASSISTANT ADMINISTRATIVE SECRETARY ASSESSMENT TECHNICIAN DEPUTY CLERK DISPATCHER HUMAN RESOURCES COORDINATOR PERMIT COORDINATOR RECORDS CLERK UTILITY CLERK
7	\$45,009	\$48,980	\$52,951	\$56,922	\$60,893	
8	\$48,609	\$52,899	\$57,188	\$61,477	\$65,766	BUILDINGS MAINTENANCE WORKER EXECUTIVE ASSISTANT FORESTRY WORKER HIGHWAY EQUIPMENT OPERATOR HIGHWAY WORKER HIGHWAY/PARKS WORKER MECHANIC PARKS WORKER SEWER WORKER
9	\$52,499	\$57,131	\$61,763	\$66,395	\$71,027	ENGINEERING TECHNICIAN I HIGHWAY FOREMAN SEWER FOREMAN

Attachment: EXHIBIT A- RFP (RESOLUTION 3949 : Comp Study Contract)

Attachment A

**CITY OF MEQUON, WISCONSIN
FY2022 EMPLOYEE COMPENSATION PLAN**

Pay Grades	2022 Pay Ranges					JOB POSITION
	Minimum	Q1	Midpoint	Q3	Maximum	
10	\$56,697	\$61,700	\$66,703	\$71,706	\$76,709	ADMINISTRATIVE COORDINATOR ENGINEERING FIELD COORDINATOR ENGINEERING TECHNICIAN II INSPECTOR PUBLIC SAFETY IT SPECIALIST PLANNER
11	\$61,234	\$66,637	\$72,040	\$77,443	\$82,846	ASSISTANT TO THE FINANCE DIRECTOR
12	\$66,132	\$71,967	\$77,802	\$83,637	\$89,471	BUILDINGS SUPERINTENDENT FLEET SUPERINTENDENT HIGHWAY SUPERINTENDENT INSPECTIONS SUPERVISOR SEWER SUPERINTENDENT PARKS & FORESTRY SUPERINTENDENT
13	\$72,511	\$78,541	\$84,571	\$90,601	\$96,631	INFORMATION TECHNOLOGY MANAGER
14	\$77,137	\$83,943	\$90,749	\$97,555	\$104,361	BATTALION CHIEF
15	\$79,143	\$87,535	\$95,926	\$104,318	\$112,709	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	\$89,971	\$97,910	\$105,849	\$113,789	\$121,728	
17	\$104,735	\$113,004	\$121,273	\$129,542	\$137,812	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS FINANCE DIRECTOR FIRE CHIEF POLICE CHIEF
18	Established by Employment Contract					CITY ADMINISTRATOR

Attachment: EXHIBIT A- RFP (RESOLUTION 3949 : Comp Study Contract)

Attachment B



Date: March 9, 2022
 To: Justin Schoenemann
 From: Rachel Muchin Young
 Re: F. L. Weyenberg Library UNOFFICIAL 2022 Wage Ranges

Current Practice (2022)

	Position (hrs/wk) #Current Employees in Position	Minimum	Mid-Point	Maximum
1	Library Director (FT) 1	\$36.00	\$42.75	\$49.50
2	Patron Services Manager (FT) 1	\$25.00	\$29.50	\$36.00
3	Access Services Manager (FT) 1 Business Manager (FT) 1	\$24.00	\$27.00	\$30.00
4	Librarian (FT) 3	\$22.00	\$25.00	\$28.00
5	Patron Services Associate (20 to 28 hrs.) 2 Access Services Lead (FT) 0 Technician (FT) 1	\$15.00	\$18.00	\$21.00
6	Access Services Associate (20 hrs.) 5	\$15.00	\$16.25	\$17.50
7	Page (12 hrs) 4	\$9.00	\$10.00	\$11.00

Employees 20 hrs/wk and above received prorated time off benefits (Holiday [8 days/yr], Personal Holiday [1 day], Sick [4 hrs/pay period]). Employees who work at least 24 hrs/week received prorated insurance benefits and contributions to the Wisconsin Retirement System. Some employees working less than 20 hrs/wk are grandfathered into WRS.

Last Approved (2019 and 2020)

	Position(s)	Minimum	Mid-Point	Maximum
1	Library Director (FT) 1	\$36.00	\$42.75	\$49.50
2	Patron Services Manager (FT) 1	\$25.00	\$29.50	\$36.00
3	Access Services Manager (FT) 1 Business Manager (FT) 1	\$22.50	\$25.75	\$29.00
4	Librarian (FT) 3	\$20.00	\$23.38	\$26.75
5	Patron Services Associate (20 to 28 hrs.) 2 Access Services Lead (FT) 1 Technician (FT) 1	\$15.00	\$17.00	\$19.00
6	Access Services Associate (12 to 20 hrs.) 4	\$13.00	\$14.75	\$16.50
7	Page (12 hrs) 4	\$8.00	\$9.00	\$10.00

ATTACHMENT C

PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
 Compensation Study

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

 Signature of Person Submitting Contract/Bid Date

 Name of Business

ACKNOWLEDGEMENT OF ADDENDA:

Acknowledge the receipt of addenda, if any (indicate date(s)):_____, _____, _____.

Attachment: EXHIBIT A- RFP (RESOLUTION 3949 : Comp Study Contract)

ADDENDUM NO. 1
CITY OF MEQUON
REQUEST FOR PROPOSALS TO CONDUCT A
COMPENSATION STUDY

March 23, 2022

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revisions and general clarifications to the Proposal Documents for the completion of a Compensation Study for the City of Mequon, Wisconsin.

The information given in this Addendum shall be taken into account by each prospective Proposer in the preparation of its Proposal.

Receipt of this Addendum shall be acknowledged on Attachment C: Proposal Submission Form that is included with the Request for Proposals that was issued by the City. Additionally, it is requested that a copy of this Addendum be included in the Proposer's Proposal.

GENERAL CLARIFICATIONS & INTERPRETATIONS

The following is general clarifications and revision of the proposal documents, based on inquiries received via electronic mail:

1. The City is willing to consider proposals that extend project completion past August 2022 as long as the City can be provided with a draft or other actionable documentation in August to assist in making budgeting decisions for the following year. The selected consultant may be required to present such information at an evening meeting of the Common Council. Proposers should specify the target completion date of the project within their submission.

As further indicated in the RFP, the deadline for submitting proposals in response to the RFP is 4:00 p.m. on April 11, 2022.

DATED this 23rd day of March 2022.

CITY OF MEQUON

By: /s/ Justin Schoenemann
Assistant City Administrator
City of Mequon, Wisconsin

Attachment: EXHIBIT A- RFP (RESOLUTION 3949 : Comp Study Contract)



April 11, 2022

Justin Schoenemann
Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Mr. Schoenemann:

Carlson Dettmann Consulting, a division of Cottingham and Butler Insurance Services, respectfully submits the enclosed proposal to perform a Classification and Compensation Study for City of Mequon according to the instructions set forth in the Request for Proposals.

We work extensively in both the public and private sectors, with the overwhelming majority of our clients existing in the Midwest. The City's RFP seeks to conduct a market-based analysis of its jobs, analyze said jobs for content and classification, and to develop a pay program for its employees that is both competitive and compliant with the relevant state/federal regulations.

We are happy to discuss any of our projects/clients with your team, any of our proposed services, or the capabilities of our team to perform the services detailed in your RFP. Our team is currently in the process of concluding several projects over the course of the next several weeks, which leaves us with the capacity to initiate and conclude this project in accordance with the City's goals. As previously discussed—and confirmed in the City's addendum to the RFP—the completion of this project may extend well into (or slightly beyond) the City's budgeting processes, but we are certain that we will be able to provide sufficient guidance for the City to plan appropriately while the project is pending.

Thank you for the opportunity to submit this proposal, and we hope to have the opportunity to serve the City of Mequon. Please contact me with any questions or concerns you may have regarding this proposal.

Sincerely,

Patrick Glynn, Director of Total Rewards Consulting
Carlson Dettmann Consulting
c/o Cottingham & Butler
2109A East Capitol Dr.
Appleton, WI 54911
patrick.glynn@carlsondettmann.com
P: 920.629.4743

Attachment: EXHIBIT B - PROPOSAL (RESOLUTION 3949 : Comp Study Contract)

CARLSON DETTMANN CONSULTING

A Cottingham & Butler Company

PROPOSAL

City of Mequon, WI

Proposal for:
Classification and Compensation Study

April 11, 2022

Attachment: EXHIBIT B - PROPOSAL (RESOLUTION 3949 : Comp Study Contract)

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Attachments

City of Mequon - Proposal Submission Form
 CDC Job Description Questionnaire (JDQ)
 CDC Job Evaluation Summary

A. Introduction

Company Name:	Cottingham & Butler Insurance Services, Inc.
Division Name:	Carlson Dettmann Consulting
Corporate Address:	Cottingham & Butler Insurance Services 800 Main Street Dubuque, IA 52001
Officers of the Firm:	Andrew Butler, Executive Chairperson David O. Becker, CEO John E. Butler, Chairperson
Procurement/Contract Contact:	Patrick Glynn Director of Total Rewards Consulting patrick.glynn@carlsondettmann.com 920.629.4743
Consultant Address:	Carlson Dettmann Consulting c/o Cottingham & Butler 2109A East Capitol Dr. Appleton, WI 54911

B. Experience & Qualifications

Background & History

Cottingham & Butler, founded in 1887 and headquartered in Dubuque, Iowa, is the 5th largest privately held broker in the U.S., and the 25th largest insurance broker in the U.S. and a recognized leader in offering innovative property & casualty and employee benefit insurance solutions. In addition to the insurance consulting and brokerage services, the company provides services relating to claims administration, safety and loss control, wellness and disease management, and human resources compliance and consulting. . The company employs over 1,000 employees across the U.S. In addition to our Dubuque headquarters, and other satellite offices, C&B has offices in Madison and Appleton to better serve our Wisconsin clients.

Carlson Dettmann Consulting (CDC), a division of Cottingham & Butler Insurance Services, offers human resources consulting services related to: employee compensation and total rewards, performance evaluation development and training; employee engagement and strengths-based leadership; labor and employee relations; human resources audits; and other related human resources consulting services. The following is a brief description of the journey CDC has taken:

- 1996: The partnership between **Charlie Carlson & Scott Dettmann**, Principal Consultants at Carlson Dettmann Consulting, began when they created **enetrix** (Survey Research Associates) with a group of partners. Enetrix pioneered internet-based salary surveys in addition to providing compensation consulting.
- 2008: Enetrix was acquired by **Gallup Corporation**, and during their time with Gallup, Charlie Carlson and Scott Dettmann continued their compensation and survey consulting, in addition to growing their consulting skills in the areas of employee engagement, performance management, leadership development, and strengths-based leadership.
- 2010: **Carlson Dettmann Consulting** was created when Charlie and Scott reacquired their consulting practice and served public, private, utility, and not-for-profit clients across the nation. While compensation work has been the backbone of the business, CDC has a successful employee engagement and performance management business as well.
- 2018: Carlson Dettmann Consulting entered into an acquisition with **Cottingham & Butler**. The acquisition provides clients a total-rewards approach where compensation consulting is balanced with benefits management.
- Current: Carlson Dettmann Consulting's (CDC) field consultants possess decades of management, human resources, labor relations and compensation experience. **Matt Shefchik** heads up our private sector practice, and **Patrick Glynn** leads the public sector practice. CDC's public sector team has extensive experience working in local government human resources, giving them the unique ability to truly understand the nature of the industry, setting them apart from other consulting firms without hands-on public sector experience.

Staff Experience and Qualifications

Patrick Glynn, Director of Total Rewards, would be the project director and/or project manager on this project, providing oversight and guidance as appropriate. Glynn has nearly 30 years of professional human resources, labor/employee relations, and consulting experience. Patrick is a former county human resources director, past President of the Wisconsin Public Employers Labor Relations Association (WPELRA), and a past member of the Board of Directors of NPELRA. Patrick holds BA degrees in public administration and political science. [LinkedIn Profile: <https://www.linkedin.com/in/patrickwglynn/>]

Heather Murray, Consultant, would assist on this project, providing input and guidance as appropriate. Heather has over 20 years of professional human resources experience in the public and private sectors. Her experiences include HR-related roles in: local government, financial services, and retail. Heather holds a BA and SHRM-SCP certification. [LinkedIn Profile: <https://www.linkedin.com/in/heathermurray7/>]

Joshua Cheeseman, Analyst, would provide assistance on this project on the market data collection and analysis phases of the project. Josh has an ever-growing base of experience relating to payroll, compensation, benefits, and business analysis. Josh holds a BS in mathematics, and a MA in secondary education. [LinkedIn Profile: <https://www.linkedin.com/in/joshua-cheeseman-82525890>]

References

Carlson Dettmann Consulting has completed projects for hundreds of clients. While we can provided additional references, if needed, we recommend the following recent projects completed by CDC:

Client Name	Contact Info
Bayfield County, WI	Mark Abeles-Allison, County Administrator 715.373.6181 Mark.Abeles-Allison@bayfieldcounty.wi.gov
City of Burlington, WI	Carina Walters, City Administrator 262.342.1180 cwalters@burlington-wi.gov
Jackson County, WI	Susie Meinerz, Human Resources Director 715.284.0215 susie.meinerz@co.jackson.wi.us
City of Kenosha, WI	Steve Stanczak, Director of Human Resources 262.653.4130 sstanczak@kenosha.org
City of Mason City, IA	Perry Buffington, Human Resources Director 641.424.7130 pbuffington@masoncity.net
Trempealeau County, WI	Christa Weisenberger, Human Resources Director 715.538.1859 christa.weisenberger@co.trempealeau.wi.us

C. Approach/Methods Used to Perform the Project

Philosophy of Compensation Consulting

Our team's approach to compensation consulting strives to find the balance between the external market pressures facing today's employers and the need to design a pay structure that is internally fair and equitable.

While compensation design and administration should not be approached with a one-size-fits-all mentality, there should be both internal consistency in approach as well as alignment with accepted (or best) practices of peer organizations in the final results. In order to guarantee success, the final, delivered results should also be reflective of the organization's philosophies and strategies.

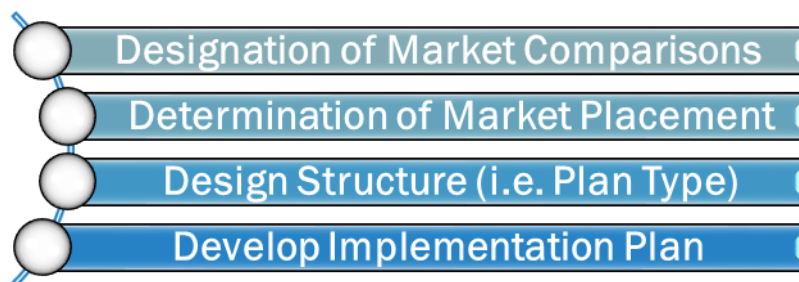
Although the client is responsible for making the key decisions, we view ourselves as a strategic business partner entrusted with collecting and analyzing vital competitive data, and taking that data and turning into a comprehensive and understandable set of recommendations.

Compensation Project Definition and Orientation

The first step in this project would be refinement of the project plan to meet the specific needs of the parties. An initial meeting with the appropriate administrative team, as well as the key decision-makers, will help ensure mutual understanding concerning the scope and task sequence of the study and each party's role. Specific items to be addressed would include:

- An agreed upon, detailed timetable for the project — overall and interim steps. CDC has provided a generalized timetable for the City's consideration and follow-up discussion, which would be formalized along with a more detailed project scope.
- The system and process our firm utilizes to determine the relative value of each position using CDC's Point Factor Job Evaluation System.
- A discussion on the role that individual (or group) performance currently plays within the organization, and the desired role the City intends performance to play in future decisions.
- The policy and intentions of the parties with respect to correcting inequities that may be identified;
- The manner of communicating project progress to City leaders and staff.

At the outset of the study, and throughout the process, we would ask the City's decision-makers to provide guidance on four key policy areas:



We would lead a discussion on potential answers to these questions, offer our experience and suggestions, and develop the pros and cons of the various alternatives.

The project can be broken down into four distinct phases:

- **Kickoff/Strategy Phase:** We start by reviewing organizational concerns, establishing/framing expectations of each party, and receiving preliminary guidance/instructions. These conversations and/or meetings typically occur over the first few weeks, and often overlap with the following phase.

- **Information Data Collection Phase:** The job documentation and market data collection phase comprises the lengthiest phase of the project, and can be expected to take upwards of 12 to 15 weeks to fully complete. This timeframe includes the mid-project interviews with department leaders (and key management staff) to verify the documentation.
- **Planning & Development Phase:** Once we've had the opportunity to clarify our questions, and fine-tune our initial findings, we begin developing options for consideration by the client (including the development of costing estimates). Depending on the viability of the initial recommendations, this process typically takes between 4 and 6 weeks.
- **Adoption Phase:** The adoption phase varies client-by-client, largely due to each entity's unique processes and politics related to adoption. Once we're prepared to deliver the final results, the decision-makers and/or governing body often dictate the timing of the final decision.

Methodology: Benchmarking & Establishing Salaries

Information/Data Required

CDC would require certain additional information from the City. The data fields required for the wage analysis include the following individual data for the employees subject to the study:

- First Name, Last Name, Job Title, Department, Current Rate of Pay, Current FLSA Status, FTE, Annual Work Year, Gender, Current Grade, Current Minimum, Current Market Rate / Midpoint, Current Maximum, Hire Date, Job Date, Birth Date, and W-2 wage data for the prior fiscal year, including bargaining positions, in order to evaluate internal wage compression.

Our primary concern with this section is that the data be in our requested format so that we may minimize the need to engage in additional conversations to "clean" the client's data for our use. We further request that the job documentation provided to us is not only in digital format, but is also named in such a manner that we are easily able ascertain which job is assigned to which file.

Market Data Collection / Selection of Comparable Employers

CDC would collect and analyze relevant labor market information for the City to determine competitiveness of base salaries. The City would have significant input into the selection of comparable employers to be surveyed. We would utilize this custom survey data, as well as excellent published data to augment the custom survey. CDC maintains an extensive survey library for this purpose.

As it specifically relates to the selection of comparable employers for this compensation engagement, we typically request data from between ten to twenty comparable organizations for each unique project, and we employ survey practices that ensure a high rate of data collection. The reasons for the large sample size are varied, but include the following:

- It guarantees that no single organization will influence the final results. This is equally true for high and low-paying organizations. Our final result is a representation of the true marketplace.
- Not every entity in the selected comparable pool has a similar position within their organization. A larger grouping provides a greater possibility that we'll have sufficient matches.
- In line with best practices for a compensation study, our goal is to achieve market matches (i.e. benchmark jobs) for between 40% and 70% of the jobs covered by the study, and over 50% of the employees covered by the benchmark jobs. A comprehensive pool of comparable employers increases the likelihood of meeting this target.

- Finally, a larger pool allows for a deeper analysis if different comparables are selected for different levels of positions. For example, many of our clients select a more local list of comparables for non-exempt positions, a more local/regional blend for professional and technical positions, and a regional/statewide (or national) grouping for managerial and department head positions.

We would engage the City in a dialogue, and provide professional guidance, to arrive at a list of organizations for the custom survey consistent with the City's demographic characteristics. Our recommendations would be based on an exploration of information related to, but not limited to, the following: proximity, hiring practices, similarities in organization, commuting patterns, etc.

Ultimately, the choice of comparisons will be the City's responsibility; our role is to advise. However, we will lead the City through a discussion of potential answers to these questions, accompanied by recommendations, to help the City make its policy choices.

Further, we have invested in the tools and resources necessary for us to continue to improve our efficiency, as well as the reliability of the final results. The investment required to provide our clients with meaningful wage information is significant, but we understand and appreciate that not all data sources are created equally (e.g. "crowd-sourced" data vs trusted survey vendors).

Job Documentation

Position analysis is the formal process we use to gather and assess information about the duties, responsibilities and requirements of each position. In order to evaluate job content objectively and classify jobs, we need proper documentation with position responsibilities. This is the first part of the job evaluation portion of the project.

CDC can conduct position analysis using either of two methods. One method involves review of up-to-date job descriptions provided by the client. Assuming the City's job documentation is indeed up-to-date, we are comfortable utilizing existing documentation.

The alternative method requires completing our Job Description Questionnaire (JDQ). This can be used for all of the jobs in the study—which many clients choose—or for select jobs where the duties require better definition.

If the City determines the quality of existing job documentation is not sufficient for accurate evaluation, then the best way to obtain accurate information for projects such as this is to have employees describe their own jobs in a systematic, complete manner using the CDC JDQ form. The sections of the JDQ correspond to the CDC Job Evaluation System factors to support system content reliability and validity. Because the person performing the job is the single best source of information about the job, the City's employees become critical participants in this project. To use everyone's time and resources efficiently, the City would designate one employee per classification to complete a questionnaire for that classification. For any jobs with multiple incumbents, the City would coordinate a joint

Note About Employee Interviews

Many organizations—when contemplating a classification and compensation study—inquire about the possibility of conducting interviews with employees and appropriate supervisory and management staff.

Each of our projects include meetings with department heads and key management staff (as appropriate). These meetings are invaluable to our path to a greater understanding of an organization's departments, as well as the staffing and compensation challenges facing those departments. We also use these meetings to ask and answer any questions we may have about the jobs presented to us.

However, our experience leads us to the conclusion that employee meetings aren't as fruitful. Since these projects are confined by a budget, individual employee meetings are usually restricted to somewhere between fifteen to forty-five minutes, which is an insufficient block of time in most cases.

Further, the JDQ process allows for greater reflection on the duties and responsibilities—especially throughout an entire calendar year—than a forced window of time.

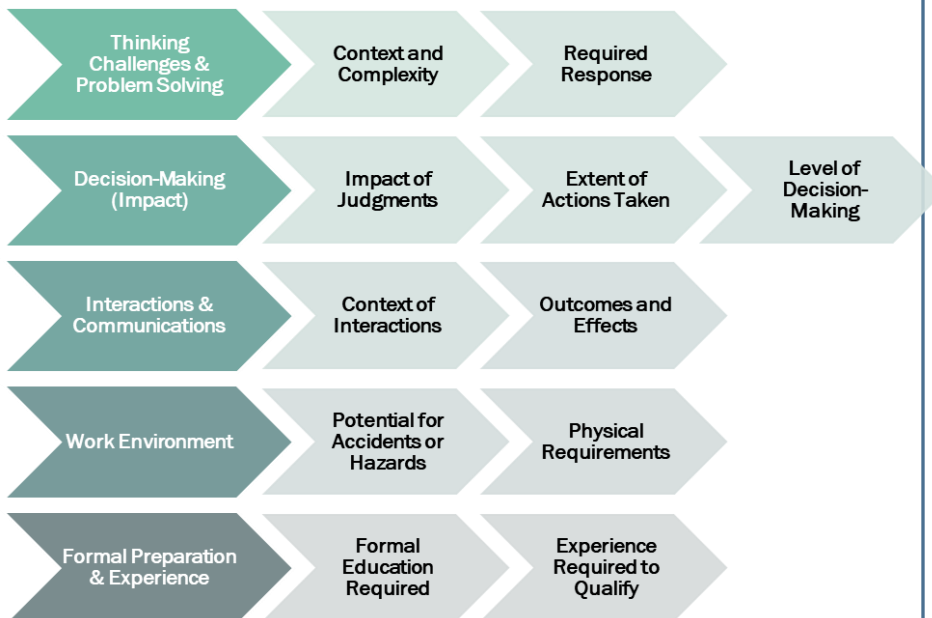
questionnaire, provided the duties among the incumbents are fundamentally the same. However, any employee who feels their job duties are unique should have an opportunity to complete a JDQ.

After we have had an opportunity to review the job documentation, we would interview the City's leadership team and department heads to better understand job responsibilities, the dynamics of each department, and any observations regarding compensation issues that department heads may wish to share.

Once we have completed a full review of the job documentation, the City can use the JDQ's to make appropriate revisions. We have attached a copy of the CDC JDQ form.

Job Evaluation

The purpose of job evaluation is to provide an objective means of ranking each position in an organization, independent of individual performance, into a hierarchy. In other circumstances, we could conduct this portion of the project either by conducting the evaluations independently as your consultant, or by using an employer-appointed job evaluation committee. Our job evaluation methodology is based upon determination of clear or discernible differences in job content. Our system measures job content at objective levels in the dimensions (otherwise known as "compensable factors") illustrated in the graphic below. Each of these factors is broken down into sub-factors with point levels associated with measured levels on each factor. We have used the system in thousands of applications, and it consistently yields valid results. These factors of internal job worth have proven to be consistent with values found in our client organizations. Because of the breadth of all of our factors, they cover all main aspects of a job and are seen as relevant to employees at all levels in the organization. A summary explanation of the system is attached.



Adoption/Presentation

In the design of the final recommended structure, we use the results of the job evaluation process (internal relationships), market data

Job Evaluation By Client

If a client desires to administer the classification of its own jobs post-project (a service numerous client request us to administer on their behalf), we would have the following requirements:

1. that such a decision be made prior to the evaluation of the jobs;
2. a team of City personnel participate in the initial evaluation of—at a minimum—the “benchmark jobs”;
3. a commitment of 3 to 5 full-days of the team's time to be trained and to evaluate the required number of jobs; and
4. a signed nondisclosure agreement.

There are no additional fees for approaching the job evaluation in this manner, provided it's done in the course of the study. Said training can also be provided after the completion of the study, but the City would be responsible for the costs of the training.

If the client does not desire to evaluate its own jobs, we can still conduct a half-day summary review session as this phase draws to a close to ensure a comfort level with the ratings assigned to the job(s), and to provide an overall understanding of our job evaluation system.

(external competitiveness), and other relevant information (e.g. current pay practices, current performance evaluation system, strategic objectives, compression, highly competitive jobs, etc.). Based on all of the information at our disposal, we develop a pay structure using a regression of the market data against our job evaluation scores. There are instances where compression and/or market pressures influence our recommendations, and we are clear to point those out in our final report.

We would provide pay plan implementation alternatives to fit the City's budget. If there are positions deemed to be overpaid, then some version of "red-circling" would be the suggested method of moving forward with those situations.

We are proud of our record of adoption and system continuation. We develop and present solutions that are sound, understood, and stand the test of time. We believe this is largely because we actively engage our clients in the decision-making process.

We advocate transparency in our consultations, so the City can expect an articulate, detailed discussion of our findings and recommendations. We not only encourage our clients to emphasize communication with employees at all steps of the process, but we would anticipate distinct conversations/presentations with the City leadership as it relates to market selection and placement, mid-project findings and update, review of policy questions, and a final report and presentation(s).

Employee Appeals:

We recommend that the City consider an appeal procedure so that an employee can request a review of the job evaluation and position classification outcome of this study. This appeal process can be critical to the validity and the acceptance of the process, especially in an environment where the outcomes are public information. An appeal of the job evaluation result refers to an objection to the pay grade in which the position has been placed (and not the individual placement in a grade).

If agreed upon, we would conduct this appeal process after study recommendations are adopted by the City. The reasons why we recommend handling the appeal process in this way is that there is nothing to appeal until the recommendations are adopted by the governing body. The appeal process is keyed toward individual cases, not the system itself. We believe the standard for an appeal should be that the job has changed substantially during the study so that it could not have been evaluated accurately, or there has been a gross error in the documentation provided to us or our analysis of the classification. This approach keeps the appeals process manageable.

In the context of administering a fair yet controlled process, we recommend (1) restricting the job evaluation information shared to rating levels, not points; and (2) providing only the rating levels of the appellant's job to said appellant. In doing so, we (and the client) focus the discussion on the job in question as opposed to matters that quickly detract from the correct evaluation of the job, or placement on the wage schedule. Organizations may choose to develop their own appeals processes and/or criteria, but our recommended fee is based on our recommended approach.

We recommend that matters subject to the appeal process be limited to errors of classification and exclude any issues of pay plan design, market composition, or implementation method as those are matters of policy reserved to the City. Our role in the appeal process would be to analyze, evaluate, and recommend, with the City having final authority over the decision.

The fee for the appeals process includes following elements:

- Crafting of the appeals memos/notifications of the rating levels to employees.
- Reviewing each appeal and spending the necessary time to validate and/or revise the job evaluation score.
- Meeting with the department head and City organizational leadership (e.g. HR Director) to review the information.
- Follow-up conversations with organizational leadership.

- Drafting—and often redrafting—the findings and recommendations for final approval.
- Onsite meeting with the decision-making body for final approval.

Proposed Timeline

The following is a tentative timeline that spans from initiation of the project to final adoption. It is our best approximation of the steps and time needed to complete the project, but may require revision once the project is refined in our conversations with the City. For example, if the City is comfortable with the current state of its job documentation, we could accelerate the project slightly since we would not be waiting for this to be completed by the employees.

<u>Task</u>	<u>Anticipated Completion</u>
Project Orientations / Initial (Virtual) Meetings	Week 1
Employer Data Collection.....	Week 2 to Week 4
Market Data Collection	Week 2 to Week 10
Collection of Job Documentation.....	Week 2 to Week 8
Job Evaluation /Job Analysis	Week 8 to Week 12
Market Data Analysis	Week 10 to Week 14
Department/Management Interviews	Week 12 to Week 13
Performance Standard Development and Leadership Discussions.....	Week 12 to Week 16
Develop Initial Findings & Recommendations	Week 13 to Week 15
Review Initial Results with City	Week 15 to Week 16
Mid-Project Update / Policy Guidance	Week 16 to Week 17
Draft Report	Week 17 to Week 19
Review Adoption Strategy with City	Week 20 to Week 22
Presentation of Final Report	Week 22
Appeals Process	Following Adoption

D. Cost Proposal

Classification & Compensation Study:

Because compensation consulting is our team's primary line of work, we build our proposals on the scope of work and not necessarily on the specific hours it takes to complete each component (or phase of each project). This enables us to offer a firm fixed fee proposal that meets the interests of both our clients and our firm. This further solidifies our independent contractor status, with our team's (and company's) exposure being the opportunity for profit and/or loss. If the job takes longer and/or costs more than originally anticipated, we bear the burden of this miscalculation.

The total professional fee for the classification and compensation study would be \$27,750, including travel expenses and classification appeals. This fee anticipates up to three (3) trips for: [1] an onsite meeting with the appropriate parties (e.g. leadership, board, committee, etc.) to determine goals, challenges, and to initiate the project, [2] an onsite meeting with the appropriate parties (e.g. leadership, board, committee, etc.) to review tentative findings and recommendations; and [3] presentation to the appropriate decision-making body for action. There may be opportunities to maximize the trips by serving multiple purposes on a single trip (e.g. management planning meeting, department director orientation, board overview, etc.).

We also would conduct management (i.e. department head) interviews remotely/virtually to ensure internal ratings are accurate and concerns are addressed. It is anticipated that these interviews would span at least two full days. Further, periodic status conferences and/or ad hoc meetings are anticipated and would be conducted via phone conferences or web-based technology (e.g. Zoom).

Our proposal is based upon an estimate of 51 job classifications which is an approximation based on the numbers provided by the City. Our experience has been that this count may eventually change during the course of a project. Accordingly, we propose adjusting the fee appropriately with the City invoiced \$450 for every job evaluation over the 51-job evaluation count.

Library: Using the above calculation, the Library's additional 10 jobs would result in an invoice of an additional \$4,500 for the evaluation and market pricing of these jobs. If separate approval and planning sessions are required for the library, we recommend billing this at an hourly rate or negotiate an appropriate fee.

Job Descriptions: The fee for crafting new job descriptions, including FLSA compliance analysis, would be invoiced at \$300 per job.

Additional Work / Hourly Rates: [OPTIONAL]

Any additional work outside the scope of the project may be requested and agreed upon and would be invoiced at either our standard hourly rates of \$250, or for an additional project fee as mutually agreed upon by the City and CDC.

It is our experience that it is more economical for a client to negotiate scope and price with our team than it would be to simply engage our services at an hourly rate. We believe we would have the capability to assist the City in many of the areas, but also understand that any additional work depends on the relationship we've built with the City in the course of the classification and compensation study.

Post-Project Job Evaluation: [OPTIONAL]

Once we enter the ongoing maintenance phase of the project, any classification reviews conducted for the City could be conducted at our standard client-rate (currently \$300 per classification). Further, if the City requires a competitive market-based estimate (and we have sufficient data in our systems), the fee would be the same (currently \$300 per classification). In the instance a client desires both a job evaluation rating (i.e. grade placement) and a market-estimate, our fee would be \$475 for the two (as it currently stands).

Payment Schedule:

The project fee would be paid in five (5) equal installments of the agreed upon project fee: initial payment due upon execution of a professional services agreement, second payment due at the start of the second month of the project, third payment due at the start of the third month of the project, fourth payment due at the start of the fourth month of the project, and the final payment due upon delivery of CDC's findings and recommendations to the City.

This proposal is valid until July 31, 2022. Thank you for the opportunity to submit this proposal, and we hope to have the opportunity to serve the City on this project and thereafter.

Respectfully submitted on April 11, 2022.



Patrick Glynn
Director of Total Rewards Consulting

ATTACHMENT C

PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
 Compensation Study

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.


April 11, 2022

Signature of Person Submitting Contract/Bid Date

Carlson Dettmann Consulting

Name of Business

ACKNOWLEDGEMENT OF ADDENDA:

Acknowledge the receipt of addenda, if any (indicate date(s)): 3/23/2022, _____, _____.

Attachment: EXHIBIT B - PROPOSAL (RESOLUTION 3949 : Comp Study Contract)

Attachment C

**CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the _____ day of _____, 2022 ("**Agreement**"), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation ("**City**") and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("*Consultant*"): Carlson Dettmann

Address: 2901A East Capital Drive, Appleton, WI 54911

Telephone: 920-629-4743

E-Mail: patrick.glynn@carlsondettmann.com

Agreement Amount: \$27,750 for City of Mequon

B. Project Description. The Consultant has been engaged to complete a comprehensive compensation review for non-represented employees and update the existing pay plan for the stated class of employees. The project is further described in the Request for Proposals issued by the City on March 9, 2022, which is attached as **Exhibit A** to this Agreement ("**RFP**").

C. Representations of Consultant. The Consultant has submitted to the City a work proposal dated April 11, 2022, a copy of which is attached as **Exhibit B** to this Agreement ("**Proposal**"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the RFP and in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

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SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than 22 weeks from the commencement of the project ("***Time of Performance***"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the Assistant City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services under this Agreement (including, without limitation, the amount of all reimbursable expenses) shall not exceed \$27,750 for the completion of the services. ("***Agreement Amount***"). Furthermore, the City and consultant agree that additional services may be provided for up to 10 employees at the Frank L. Weyenberg Library. These services shall not exceed \$4,500 and Consultant shall not complete the additional services without written authorization to proceed by the City.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

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D. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

E. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be

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acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential

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information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the

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City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* The Consultant shall also comply

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with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the Consultant to vendors shall be subject to the approval of the Common Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable

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to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Attention: Justin Schoenemann, Assistant City Administrator

With a copy to:

Wesolowski, Reidenbach & Sajdak
11402 W. Church Street
Franklin, Wisconsin 53132
Attention: Brian C. Sajdak, City Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Carlson Dettmann Consulting
2109A East Capital Drive
Appleton, WI 54911
Attention: Patrick Glynn, Director of Total Rewards Consulting

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of

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laws rules, of the State of Wisconsin. Venue for any action or other proceeding that may be brought arising out of, in conjunction with, or by reason of this Agreement, shall be the Wisconsin Circuit Court for and in Ozaukee County.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A, the City's Request for Proposals (RFP), and Exhibit B, the Consultant's Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. In the event of a conflict between the RFP and the proposal, the RFP shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2022.

ATTEST:

CITY OF MEQUON

By: _____
Caroline A. Fochs, City Clerk

By: _____
Andrew Nerbun, Mayor

Approved as to Form:

Brian C. Sajdak, City Attorney

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

Attachment C

EXHIBIT A

City of Mequon Request-for-Proposal (RFP) Dated March 9, 2022

Attachment: EXHIBIT C - PROFESSIONAL SERVICES AGREEMENT (RESOLUTION 3949 : Comp Study Contract)

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EXHIBIT B

Proposal Dated April 11, 2022

Attachment: EXHIBIT C - PROFESSIONAL SERVICES AGREEMENT (RESOLUTION 3949 : Comp Study Contract)



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: May 10, 2022
SUBJECT: RESOLUTION 3950 A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management of the Passenger Vehicle Segment of the City's Fleet

Background

At the March 8, 2022, meeting of the Committee of the Whole, Enterprise Fleet Management gave a presentation on the advantages of using Enterprise Fleet Management. The discussion at the Committee of the Whole was generally positive and the committee was in favor of moving forward and bringing it to the Common Council for future action. Subsequently, the Master Lease Agreement and analysis went to the Public Works Committee in April for review and discussion. Please see the attached documents. This packet includes additional analysis as a result of the April discussion.

At its base, the Enterprise program functions as follows:

1. City of Mequon approves Master Lease Agreement
2. Department of Public Works finalizes new vehicle orders for 2023 Model Year with Enterprise
3. While vehicles are on order, DPW will finalize aftermarket equipment needs for any necessary units
4. Vehicles are estimated to deliver in the spring of 2023, old vehicles will be sold by Enterprise once new vehicles are set up and ready for use by the City. The City of Mequon is responsible for titling, licensing, registration, and insurance of the vehicles as stated in the Master Lease Agreement.
5. Enterprise will meet with the City of Mequon twice per year based on manufacturer timelines and budget approval timelines to evaluate both owned and leased vehicle values and replacement strategies. Vehicles can be replaced at any point within the lease term, the City of Mequon has full control based on use and financial implications in doing so.
6. Owned or leased resale equity is the full right of the City of Mequon and can be used to reduce future lease payments by rolling such into down payments for replacement vehicles or can be used to pay for future lease payments separately.

Analysis

The current Department of Public Works equipment replacement process for this segment of the fleet is to order a replacement car or truck from the State Contract vendor (currently Ewald

Automotive). Depending on when manufacturers are taking orders for State Contract vehicles, the wait time for a new vehicle has recently been as much as 8 months. Enterprise Fleet Management utilizes the same State Contract ordering system, but because of the volume of vehicles they are ordering, they monitor the manufacturers' order dates closely and would keep the City informed of key order dates.

The Master Equity Lease Agreement is not for a specific number of vehicles. It is the master agreement allowing Enterprise Fleet Management to lease vehicles to the City and manage the fleet replacement cycles for those vehicles.

The City of Mequon will have a dedicated, local account team from Enterprise to proactively manage and develop the program for this segment of the City's fleet including meeting 2-3 times a year for both financial and strategic planning, providing on-going analysis including the most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

The 2018 Mercury Associates Fleet Rightsizing & Replacement Study noted an advantage of using a loan, lease, or reserve fund to finance fleet replacement costs: it facilitates the timely replacement of vehicles and equipment. As explained at the beginning of the study, if assets are replaced in a timely manner based on economically optimal replacement cycles, the result is lower operating costs and higher residual values (to say nothing of the indirect cost savings associated with less downtime, greater reliability, etc.). Should loan payments prove too high over the long term, there is nothing preventing the City from reevaluating its replacement financing method. However, if the City continues to underspend on fleet replacement, the replacement backlog will grow, pushing the problems associated with an aging fleet onto future decision makers.

The 2018 Mercury Associates Fleet Rightsizing & Replacement Study also recommended specific replacement cycles for all vehicles in the fleet based on the asset type. For pickup trucks, Mercury recommended an 8 to 10-year replacement cycle. The current average age of pickup trucks in the DPW fleet is just over 12 years. The passenger car recommended replacement cycle is 5 years or 100,000 miles. Excluding the 4 new pool vehicles recently leased, the average age of the remaining passenger cars is 10 years with an average of 105,000 miles.

Staff has contacted several of the reference communities including West Bend, Wausau, and Oak Creek. West Bend is early in the program, and to this point has received a positive response from their community on having nicer looking vehicles. Wausau has been in the program 5 years with 50 vehicles and is pleased with the lower replacement costs they have realized with the Enterprise program. Wausau's vehicle mechanics has been able to catch up on other deferred maintenance because of the newer vehicles in the fleet. Oak Creek has been in the Enterprise program for 3 years with 25 vehicles and are happy with the program which also frees up their mechanics to work on other equipment.

State contract price discounts are realized through purchasing/leasing the vehicles in the State VendorNet contracts which include cars, trucks, and sport utility vehicles from Chevrolet, Ford, Chrysler/Jeep/Ram, Hyundai, Kia, and Nissan. These vehicles also include green vehicle options

such as electric vehicles and hybrids.

Fiscal Impact

The current capital budget is not sufficient to fund timely replacement of vehicles and equipment. Please note that this memo relates only to a small portion of the 160 pieces of equipment in the Department of Public Works fleet. It is also not sufficient to allow for level funding, whereby balances would roll over from one year to the next, allowing savings for larger equipment purchases. Given the current budget constraints, staff is reviewing alternatives to direct purchase. Recently, the City utilized both leasing and financing as options. While both result in additional fees to the City for interest and finance charges, it allows the capital budget to be stretched further to make more purchases than achieved through direct purchasing.

When Enterprise initially introduced the program, staff indicated that with sufficient funding, the City could take advantage of the same philosophy. Reducing the average years of service per vehicle increases the resale value, providing additional funding through resale that goes beyond that provided through capital funding. However, it significantly increases both the average annual cost and the total cost to the City. Enterprise, leasing, and financing all provide those benefits related to reducing the average years of service per vehicle, but range in both annual and total cost to the City.

A summary of the various financing options and the basic assumptions are summarized below:

	Enterprise	Standard Lease	Standard Financing	Direct Purchase
<i>Average Annual Cost</i>	\$19,278	\$97,964	\$127,980	\$45,400
<i>Total Cost</i>	\$192,786	\$979,638	\$1,279,800	\$454,000
<i>Average Years of Service per Vehicle</i>	2.8	5	5	10
<i>Assumptions</i>	Replacing 15 Vehicles in 2023 and Utilizing Enterprise Fleet Management for Next 10 Years. $\frac{3}{4}$ tons set up on 5-year lease, $\frac{1}{2}$ tons set up on 18-24 month lease.	Leasing 15 Vehicles every 5 Years. Auction of Existing Vehicles on Wisconsin Surplus (\$143,000 from Enterprise Data). Ewald $\frac{3}{4}$ Chevy Silverado	Financing 15 Vehicles for a 5 Year Term. First term uses \$9,533 average down payment. Second Financing Term Assumes Trade-in Value of \$30,780. Used Edmunds.com for values & $\frac{3}{4}$ Chevy Silverado @ 2.99%	Purchasing 2 Vehicles/Year on State Contract (actual replacement with similar vehicle) and Auctioning Off the Old Vehicles on Wisconsin Surplus at \$9,533 ave.

Enterprise Fleet Management charges a management fee on a monthly basis that is included in each vehicles' monthly payment. The monthly fee is 0.12% of the vehicle's delivered price.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution authorizing the execution of a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management for the Passenger Vehicle Segment of the City's Fleet.

Staff also recommends that upon execution of the Master Equity Lease Agreement, staff be authorized to work with Enterprise to put orders in for replacement vehicles within the passenger vehicle segment of the fleet in the 2023 order banks opening in June 2022 and in subsequent order banks.

Staff also recommends establishing a separate capital fleet leasing account to better track the costs and savings for this program.

Attachments:

Master Equity Lease Agreement - City of Mequon (PDF)

Finance Director Position on Enterprise Fleet Management Program (PDF)

City of Mequon Enterprise Fleet Synopsis (DOCX)

City of Mequon Fleet Analysis - 1 Year Implementation Plan Updated 4.5.22 (PDF)

Public Works Packet (4.12.22) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3950

A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with
Enterprise Fleet Management for Subsequent Leasing and Fleet Management of the Passenger
Vehicle Segment of the City's Fleet

RECITALS

A. The Department of Public Works Fleet Division has been exploring how to lower annual capital outlay and maintenance costs, improve safety and efficiency of the City's vehicles, and reduce the replacement cycle across the fleet to be more in line with the recommendations of the 2018 Mercury Associates Fleet Rightsizing and Replacement Study.

B. The Enterprise Fleet Management Program projects significant capital outlay savings for the City of Mequon in the passenger vehicle segment of the fleet and accomplishes 3 to 5 year replacement cycles for these vehicles.

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

1. The Master Equity Lease Agreement with Enterprise Fleet Management, Inc. 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, City Clerk, and Director of Finance are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subsidiary, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage by any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (i) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence of any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance, professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessee additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessee owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permit inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior parts before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs or expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, neither Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessor if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the highest insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent replacement vehicle which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charge payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, tort or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering the Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall be deemed to be in default.

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated whole value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay all indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability in whole or in part in whole or in part howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if made by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice made to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency, liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____



11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Finance Department

TO: Public Works Committee
FROM: Jennifer Engroff, Finance Director
DATE: April 8, 2022
SUBJECT: Position on Enterprise Fleet Management Program

Here is my position with the caveat that I am relying on assumptions, inputs, market data from both our Fleet Department and Enterprise, however, I have confirmed with both parties that all are realistic if not quite conservative and I am able to trace those inputs into Enterprise's model.

1. Based on my analysis, I find the Enterprise Leasing Model to be fiscally responsible. One could even say that not pursuing this would be fiscally irresponsible.
2. However, it is a complete shift from our current process of "Purchase+Hold" for 10+ years to "Lease+Sell" every couple of years which understandably so may create some concern not to mention that personal leasing in general has a negative connotation.
3. Our current financial policy allows us to sell surplus property through negotiated sale not only public auction/posting. On average, sale prices are typically \$1-3k higher in private vs public market according to Enterprise. Mequon does not have access to a private market with the ability to draw from an existing pool of buyers.
4. The reason this model works is because we are currently selling our vehicles only once after 10 or so years whereas we'll be selling nearly five times more frequently on average within that same period. Enterprise will facilitate the whole process for us, reducing the burden on Fleet staff. The below depicts in its simplest form the annual savings for one vehicle, not considering the additional savings from reduced maintenance and fuel costs.

1 Vehicle (Capital Only)			
	Purchase	Lease	Notes
Purchase Price	40,000	-	Currently purchase 1 Vehicle per Year on Average
Lease Payments		15,000	Lease for 2 Years @ \$7,500 / Year / Vehicle
Equity @ Sale	(7,000)	(11,000)	Private pool of buyers + worth more after 2 yrs vs 10
Net Cost	33,000	4,000	
Years Held	10	2	Old model hold 10 years, new model hold 2 years
Ave Cost / Year	3,300	2,000	
Annual Capital Savings per Vehicle		1,300	

5. Conservatively speaking, the Enterprise model (attached) suggests the following hard dollar savings.

	Annual Costs/Savings			10 Year Costs/Savings		
	Purchase	Lease	Savings	Purchase	Lease	Savings
Capital	38,968	19,278	19,690	389,680	192,780	196,900
Maintenance*	8,528	4,901	3,627	85,280	49,010	36,270
Fuel	36,750	27,222	9,528	367,500	272,220	95,280
Total Fleet Budget	84,246	51,401	32,845	842,460	514,010	328,450

**Note: Future state maintenance figures are based on Enterprise's maintenance program which we would not pursue
Insurance costs are excluded from the analysis, however, they are likely to go down as well based on advice from our broker*

6. The following are some soft savings which are meaningful on their own.

- o Increase capacity of fleet staff to focus their time on more expensive, specialized equipment and machinery
 - o Driving safer vehicles with enhanced features benefiting multiple stakeholders
- 7. Can smooth the fleet budget by applying the leased equity when sold to the lease rental payments
- 8. The model is actively reviewed several times per year with Enterprise and City staff
- 9. There are success stories from other municipalities via case studies as well as reference checks



FLEET MANAGEMENT

PREPARED FOR:



Ben Walljasper

FLEET CONSULTANT

(262) 446-0501

PHONE

benjamin.a.walljasper@efleets.com

EMAIL



FLEET SYNOPSIS | CITY OF MEQUON

THE SITUATION

Current light duty fleet age is negatively impacting the overall budget and fleet operations

- 60% of the light duty fleet is currently 10 years or older
- 73% of the light duty fleet is currently 6 years or older
- 11.7 years is the current average age of the light duty fleet
- 15 years – time it would take to cycle this entire segment of the City's fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$300,000 in first 5 years

- Shorten the current average vehicle life cycle from 16 years closer to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Once fully implemented with all vehicles on lease/finance – 50% sustainable savings
- Significantly reduce Maintenance by up to an estimated 70%
- Reduce the overall fuel spend through more fuel-efficient vehicles by an estimated 20%
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity owned by City
- Review program on an annual basis

Additional Benefits

- Improved Safety and Risk with newer vehicles and up to date safety technology
- Less downtime and more time for City mechanics to focus on larger, more expensive vehicles/equipment
- Replacing vehicles more frequently offers the best vehicles for the job and most cost effective options consistently

THE RESULTS

By partnering with Enterprise Fleet Management, the City of Mequon will be better able to leverage its' buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City of Mequon will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 114% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Mequon will have a much more sustainable and predictable budget moving forward.

CASE STUDY | CITY OF MEQUON

CASE STUDY | CITY OF WAUSAU



City of Wausau Improves Light-Duty Fleet and Saves More Than \$482K Over 4-Years.

BACKGROUND

Location: Wausau, WI
Industry: Government
Total vehicles: 64 vehicles

THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."

— Mark Hansen, Fleet and Facilities Manager

THE SOLUTION

Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of \$30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a \$482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of \$33,961.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

\$482,697

NET BUDGET SAVINGS
OVER 4 YEARS



35%

IMPROVEMENT
AVERAGE MPG
OVER 4 YEARS

177%

INCREASE IN ANNUAL MILEAGE
WITH AVERAGE ANNUAL FLEET
SAVINGS OF 38%



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ACCOUNT MANAGEMENT

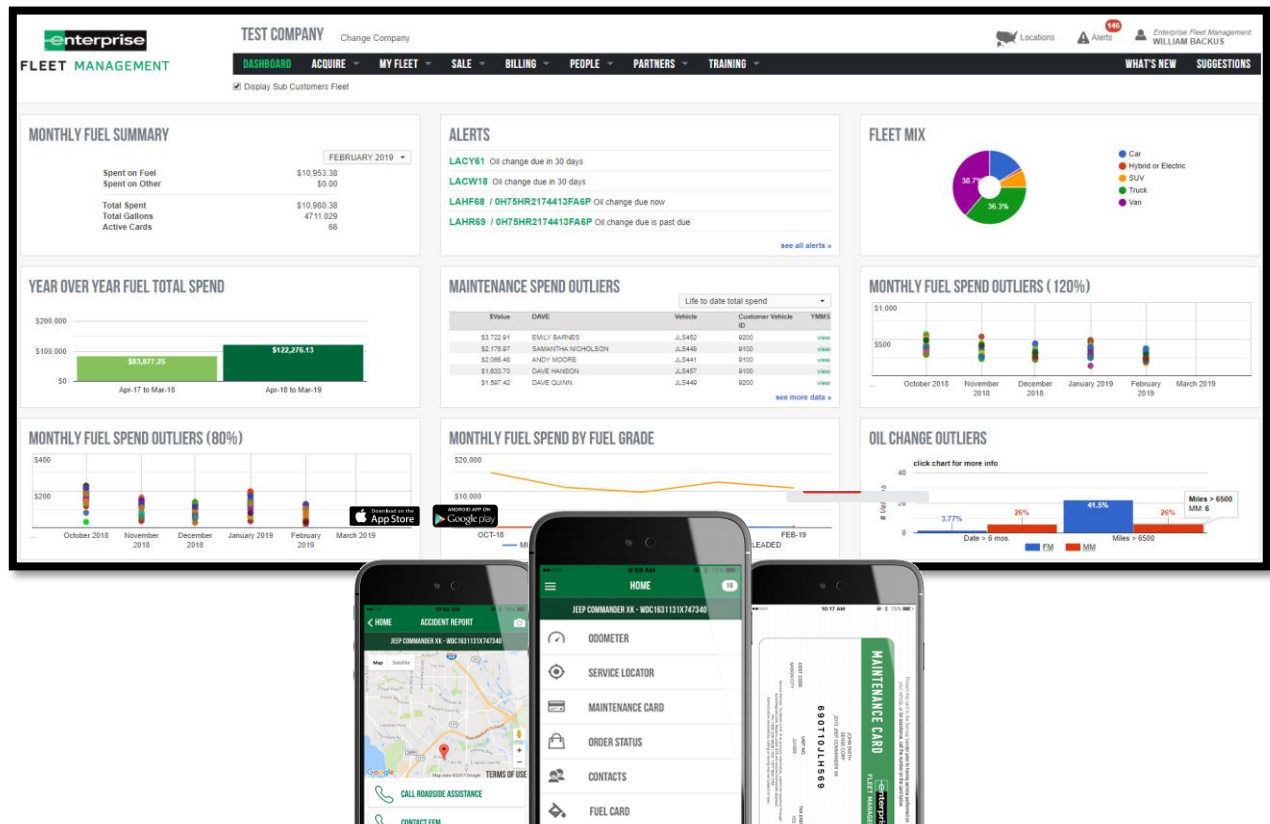
The City of Mequon will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 2-3 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CITY OF MEQUON

CURRENT PARTNERS:

- City of La Crosse
- City of Oak Creek
- City of Green Bay
- City of Wausau
- Village of Grafton
- City of Portage
- City of West Bend
- City of Sheboygan
- City of Sparta
- City of Platteville
- City of Manitowoc
- City of Two Rivers
- City of Ashland
- City of Cudahy

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of West Bend**
 Business Phone #: (262) 335-5171
 Contact Person: Jay Shambeau, City Administrator

2. Village: **Village of Grafton**
 Business Phone #: (262) 375-5300
 Contact Person: Jesse Thyes, Village Administrator

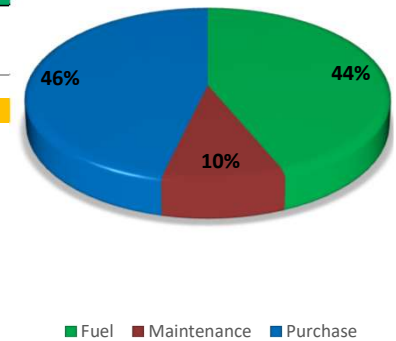
COOPERATIVES/PARTNERS:

- Wisconsin Counties Association
- SOURCEWELL

City of Mequon - Fleet Planning Analysis

Current Fleet	15	Fleet Growth	0.00%	Proposed Fleet	15
Current Cycle	15.00	Annual Miles	7,000	Proposed Cycle	2.80
Current Maint.	\$47.38			Proposed Maint.	\$27.23
Maint. Cents Per Mile	\$0.08	Current MPG	10	Price/Gallon	\$3.50

Fleet Costs Analysis



Fleet Mix			Fleet Cost							Annual			
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	15	1.0	15	0	38,968	0				8,528	36,750	84,246	0
'22	15	15	0	15	0	117,412	(143,000)	(40,955)	-66,543	4,901	27,222	-34,420	118,666
'23	15	8	0	15	0	117,412	0	(57,581)	59,831	4,901	27,222	91,954	-7,708
'24	15	8	0	15	0	117,412	0	(65,659)	51,753	4,901	27,222	83,876	370
'25	15	8	0	15	0	117,412	0	(77,269)	40,144	4,901	27,222	72,267	11,980
'26	15	9	0	15	0	117,412	0	(153,044)	-35,632	4,901	27,222	-3,509	87,755
'27	15	13	0	15	0	117,412		(82,197)	35,215	4,901	27,222	67,338	16,908
'28	15	9	0	15	0	117,412		(65,659)	51,753	4,901	27,222	83,876	370
'29	15	8	0	15	0	117,412		(77,269)	40,144	4,901	27,222	72,267	11,980
'30	15	9	0	15	0	117,412		(65,659)	51,753	4,901	27,222	83,876	370
'31	15	8	0	15	0	117,412		(153,044)	-35,632	4,901	27,222	-3,509	87,755

Average Annual Capital Outlay = \$19,278

10 Year Savings

\$328,445

Avg. Sustainable Savings

\$23,476

Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	15	0	0	0	0	0
Est \$	\$9,533	\$0	\$0	\$0	\$0	\$0
TOTAL	\$143,000	\$0	\$0	\$0	\$0	\$0
Estimated Current Fleet Equity**					\$143,000	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen"
and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

60% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded



www.ci.mequon.wi.us

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

Office of Public Works

TO: Committee of the Whole
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 12, 2022
SUBJECT: (ID # 7000) A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management for the Passenger Vehicle Segment of the City's Fleet

Background

In an effort to lower the annual capital outlay and maintenance costs, improve safety and efficiency of our vehicles, and reduce the replacement cycle across the fleet, the Fleet Division has been in discussions with Enterprise Fleet Management for the Passenger Vehicle segment of the fleet. The main concept of the program is that Enterprise can utilize government contract discounts for purchasing vehicles and has a very large network for re-sale of the vehicles at the end of the lease term. Based on reduced capital outlays for the passenger vehicle segment of the fleet, remaining equipment replacement capital could be redirected to other segments of the fleet which also currently have higher than recommended replacement cycles.

At the March 8, 2022 meeting of the Committee of the Whole, Benjamin A Walljasper of Enterprise Fleet Management gave a presentation on the advantages of using Enterprise Fleet Management. The discussion at the Committee of the Whole was generally positive and the committee was in favor of moving forward and bringing it to the Common Council for future action. Staff was also directed to contact our insurance carrier to see if this program would affect our vehicle insurance rates. The Finance Department inquired and found that the program would likely result in insurance cost savings.

Analysis

The Master Equity Lease Agreement is not for a specific number of vehicles. It is the master agreement allowing Enterprise Fleet Management to lease vehicles to the City and manage the fleet replacement cycles for those vehicles. There are currently 19 vehicles in this segment of the fleet including 4 Chevrolet Malibus currently under a separate lease. The Chevrolet Malibus would not be included in Enterprise Fleet Management until the end of their current lease terms.

The attached City of Mequon Fleet Analysis - 1 Year Implementation Plan projects annual capital outlays over a ten-year period based on including all passenger vehicles except the Chevrolet Malibus as discussed above. The actual capital outlay in the first year of the program is expected to be a negative outlay based on the proceeds from the sale of our current inventory. The total number of vehicles included in the program in year 1 can vary based on the City's desires and also on the availability of new vehicles when the order banks for each manufacturer open. The recently announced first order banks for 2022 open April 21 for Chevrolet

Silverados with production scheduled to begin between July and September. Lease payments would not be due until 1 month after delivery. Delivery is not expected in 2022, however if the vehicles are ready in 2022, they could be held until 2023 at the City's discretion. This will allow time for the sale of the current inventory being replaced.

Each year Enterprise Fleet Management will work with the City to manage the program. The City of Mequon will have a dedicated, local account team from Enterprise to proactively manage and develop the program for this segment of our fleet including meeting 2-3 times a year for both financial and strategic planning, providing on-going analysis including the most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

Fiscal Impact

Enterprise's attached City of Mequon Fleet Analysis - 1 Year Implementation Plan projects a ten-year savings of over \$500,000 and an average sustainable annual savings of \$37,324. Actual savings will vary based on realized re-sale revenue. By utilizing Enterprise's ongoing replacement analysis and trading in future vehicles in the program at the height of their used vehicle value, the fiscal impact of this program should be very favorable to the City.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution authorizing the execution of a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management for the Passenger Vehicle Segment of the City's Fleet.

Staff also recommends that upon execution of the Master Equity Lease Agreement, staff is authorized to work with Enterprise to put orders in for replacement vehicles within the passenger vehicle segment of the fleet in the 2023 order banks opening on April 21, 2022 and in subsequent order banks.

Staff recommends establishing a separate DPW fleet leasing account to better track the costs and savings for this program.

Attachments:

Master Equity Lease Agreement - City of Mequon (PDF)

Full Maintenance Agreement - City of Mequon (PDF)

City of Mequon Enterprise Fleet Synopsis (DOCX)

41222 Public Works Meeting - Enterprise Fleet Management Information (MSG)



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: May 10, 2022
SUBJECT: RESOLUTION 3951 A Resolution Authorizing an Application Submittal for Wisconsin Department of Transportation 2022 Surface Transportation Program - Urban (STP) Funding for Road Replacement Along Mequon Road, North Lake Shore Drive and Zedler Lane

Background

Signed in November 2021, the Bipartisan Infrastructure Law (BIL) updates potential federal funding levels across Wisconsin Department of Transportation (WisDOT) Local Programs. It is expected that new federal funds will be distributed over the next five years.

The WisDOT Surface Transportation Program (STP) is receiving BIL funding. The STP-Urban program is used to fund local road work for streets classified as collector or higher. The program funds project at an 80%-20% split with 20% as the local responsibility. Both design and construction costs are eligible.

Applications must be accompanied by a cost estimate. The cost estimate determines and limits the total funding amount if selected. Therefore, the City is responsible for 100% of the project costs over any estimated costs.

The deadline for the grant application is June 3, 2022.

City staff evaluated which projects on the road program's five-year plan would qualify for funding through the STP. Staff identified the following streets as eligible for STP funding:

- E/W Mequon Road from Union Pacific RR (near San Marino Drive) to North Lake Shore Drive (near Lakeview Place)
- North Lake Shore Drive from East Zedler Lane to East Mequon Road
- E/W Zedler Lane from Katherine Drive to North Lake Shore Drive

The project was planned to be programmed in 2025 on the five-year plan, to allow for completion of the I-43 project currently underway. On a combined basis, the streets total approximately 3.1 miles.

In the past, the City has considered adding bicycle-pedestrian facilities on North Lake Shore Drive in these project limits. The North Lake Shore Drive corridor is indicated as a priority for bike lanes within the Bike and Pedestrian Way Commission's 2010-2030 Recommendations.

Analysis

This funding opportunity may allow the City to complete the project for a fraction of what it would cost if these road improvements were otherwise City-funded. There are several additional requirements and regulations for project process if receiving federal money, however, the 80%-20% split likely makes it less expensive overall with the funding. If self-funded, the project may have to be split into a two-year project due to scale and cost.

As mentioned, all costs in excess of the estimate indicated in the application will be the 100% responsibility of the City. Due to this risk, staff intends on submitting an application containing 5-foot paved shoulders as bicycle-pedestrian accommodations. State and federal projects are required to consider bicycle-pedestrian accommodations during the design process. Accommodations may be proposed on the project if the bicycle-pedestrian improvements are practical to install.

The cost estimate will be developed using 2022 prices and adjusted with an inflation rate and a contingency percentage.

If funds are awarded to Mequon and accepted by the City, there would be several points during the project that the City could withdraw from completing the project if the costs are projected to far exceed the funded amount. However, the City may be responsible to reimburse 100% of the design costs up to the point of withdrawal.

The short timeframe for the grant application did not allow City staff to perform any public input surveys on the implementation of bicycle-pedestrian facilities. Both will be completed and brought to the Common Council for consideration, regardless of the grant award status.

WisDOT will provide a project manager if the funding is obtained. The City would also select and retain a consultant for the design process. The consultant must be chosen using a quality-based selection process rather than a cost-based selection.

Right-of-way acquisition will likely be needed as part of the project if the funding is awarded. Acquisition costs are eligible for funding. The project would also warrant railroad coordination.

Fiscal Impact

There is no fiscal impact to apply for the funding. Staff will bring a subsequent resolution for acceptance if the project is awarded funding.

As previously mentioned, if funding is awarded and accepted by the City, the project is subject to an 80%-20% cost share based on the cost estimate submitted with the application, with 20% coming from the City.

The City has these segments of roadway in the five-year plan for rehabilitation. The estimated cost for the design and construction of the segments if federally funded under the STP program with additional 5-foot shoulders along the street segments is approximately \$7.0M. The local share of the project would be 20% of the project cost, or approximately \$1.4M.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution. A separate resolution will be brought to the Public Works Committee and the Common Council if the project is selected for award.

Attachments:

Proposed STP-Urban Application Limits (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3951

A Resolution Authorizing an Application Submittal for Wisconsin Department of Transportation
2022 Surface Transportation Program - Urban (STP) Funding for Road Replacement Along
Mequon Road, North Lake Shore Drive and Zedler Lane

RECITALS

A. The City of Mequon Engineering Division has evaluated potential road projects on the five-year plan for applicability to the Wisconsin Department of Transportation (WisDOT) Surface Transportation Program-Urban (STP) grant.

B. Staff has identified the projects for E/W Mequon Road, North Lake Shore Drive, and E/W Zedler Lane, as programmed in the five-year plan for 2025, to be candidates for the STP grant.

C. State and federal projects are required to consider bicycle-pedestrian accommodations during the design process.

D. The grant, if awarded to the City, would provide an 80% cost share from WisDOT on the project. The City would be responsible for the remaining 20%.

E. The applications must be accompanied by a cost estimate. The cost estimate determines and limits the total funding amount if selected. Therefore, the City is responsible for 100% of the project costs over the estimated costs.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that Engineering Division staff is authorized to submit an application for the Wisconsin Department of Transportation Surface Transportation Program-Urban grant for a road project including E/W Mequon Road, North Lake Shore Drive, and E/W Zedler Lane with a cost estimate including 5-foot paved shoulders for bicycle and pedestrian accommodations.

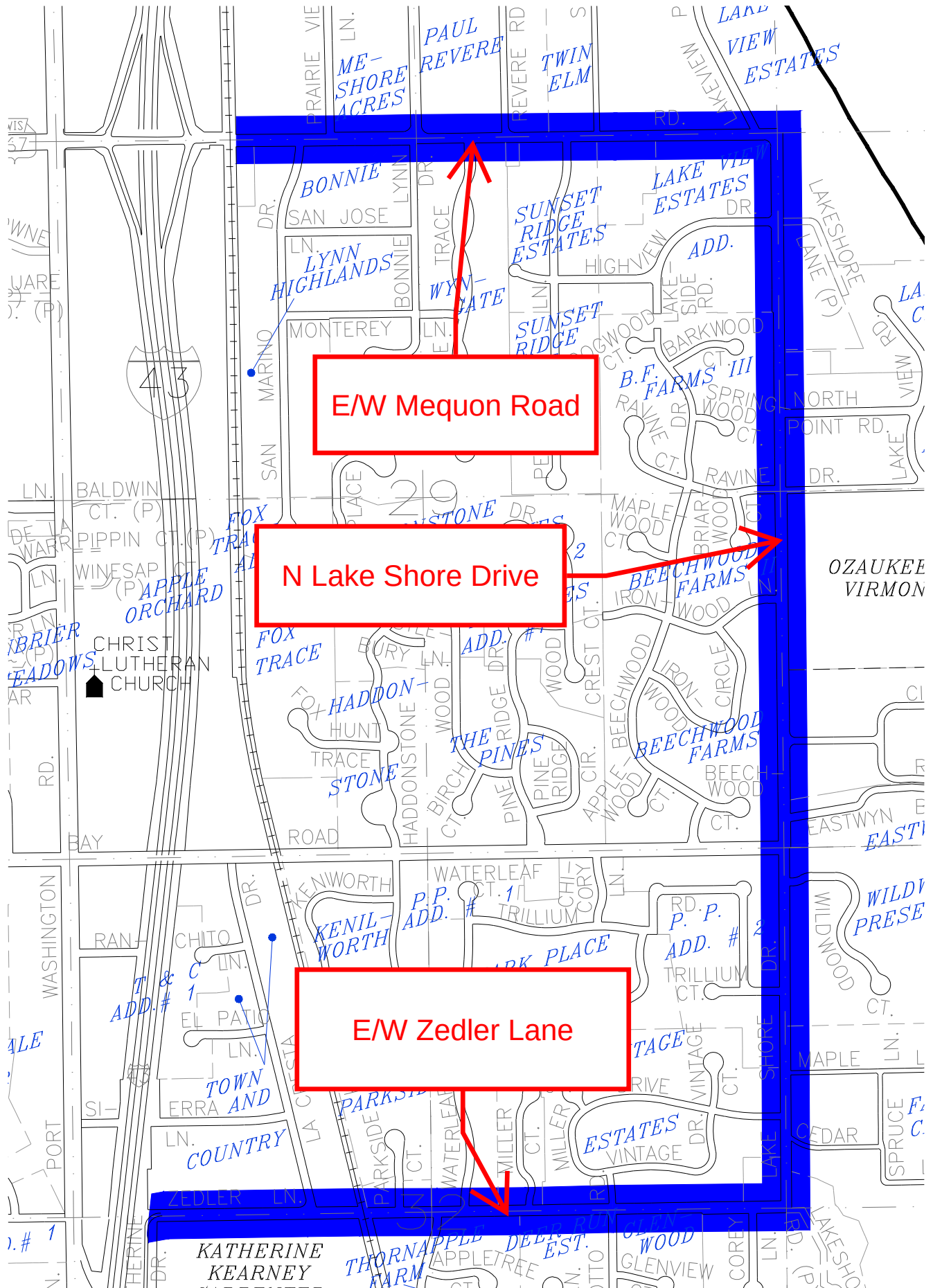
Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

2022 WisDOT STP-Urban grant application proposed project limit





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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: May 10, 2022
SUBJECT: RESOLUTION 3952 A Resolution Awarding the 2022 County Line Road Box Culvert Replacement Contract to C.W. Purpero, Inc., of Oak Creek, Wisconsin, in an Amount Not-to-Exceed \$300,000

Background

In 2019, The Engineering and Highway Division indicated that the existing concrete crossroad culvert located on County Line Road, just west of Crestwood Court, was beginning to show signs of structural failure and needed replacement. Additionally, the existing beam guard has failed. Accordingly, Resolution No. 3597 was approved by the Common Council on February 12, 2019, to award the design contract to North Shore Engineering.

The project includes clearing and grubbing, installation of erosion control, traffic control, removal and disposal of the existing concrete box culvert, a stone and boulder wall, existing guard rail, installation of 97-feet of 36-inch HDPE pipe and flared end sections, 226-feet of 48-inch Reinforced Concrete Culvert Pipe Class IV, grading, installation of base course, sub-base repair and compacting, asphalt of binder and surface layers, shouldering, restoration and pavement markings.

Prior to the bid, North Shore Engineering provided an engineering cost estimate totaling \$210,050, including a 10% contingency.

Final plans and specifications were received from North Shore Engineering. Two bids were received on April 28, 2022, opened, and read aloud. The bid tab is included for reference.

Please see the attached plan sheet for an overview of the project.

Analysis

The City received two bids for the 2022 County Line Road Box Culvert Replacement contract:

Contractor	Bid Amount
C.W. Purpero, Inc.	\$273,086.00
Buteyn-Peterson Construction	\$295,574.00

As indicated, the low bid is approximately 30% greater than the engineering cost estimate.

If awarded, the project also requires contract administration, construction layout, project

management, and daily construction inspection. These tasks will be completed by City staff.

C.W. Purpero has performed acceptable work for the City in the past and is considered a qualified bidder.

Work on this contract can start as soon as June 6, 2022, if the contract is fully executed and has a completion date of August 19, 2022.

Fiscal Impact

The City previously funded a dedicated Small Bridge & Culvert capital account (410782 720017 10018), with approximately \$20,000 balance, pending final design invoicing. Staff proposes utilizing all remaining funding within that capital account, and supplementing from the Local Road - Drainage/Culverts capital account, where funding is currently allocated for such projects.

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 expenditures of \$300,000.00 which includes a contingency of approximately 10% for additionally authorized efforts. The contingency provides for additional services that may result from unknown field conditions.

Though the low bid is higher than the engineering cost estimate, staff recommends that the culvert be replaced as soon as possible due to its poor condition and potential for failure. Failure may cause a public safety issue.

Rising material costs and supply chain issues may also factor into the higher bid prices. Rebidding this year would not likely produce lower bid prices.

Recommendation

A recommendation is forthcoming from the Public Works Committee on May 10, 2022.

Attachments:

Bid Opening Tabulation (PDF)

Plan Exhibit (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3952

A Resolution Awarding the 2022 County Line Road Box Culvert Replacement Contract to C.W. Purpero, Inc., of Oak Creek, Wisconsin, in an Amount Not-to-Exceed \$300,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the County Line Road Box Culvert Replacement.

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 in the Bridge & Culvert capital account (410782 720017 10018) as well as the Capital Project Account - 410780-720015-10001 (Local Road - Drainage/Culverts). The initial funding will be provided by the Bridge & Culvert capital account (approximately \$20,000, less any pending design invoicing). The remaining balance will be funded with the Local Road – Drainage/Culverts account.

E. To provide for additional services that may result from unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$300,000.

F. The Committee on Public Works at its meeting on May 10, 2022, approved staff's recommendation.

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

1. The 2022 County Line Road Box Culvert contract with C.W. Purpero, Inc. of Oak Creek, Wisconsin, with a contingency for a total not-to-exceed cost of \$300,000 in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk



CITY OF MEQUON

WISCONSIN

3817-18 County Line Road Culvert Replacement

BID OPENING:

4/28/2022

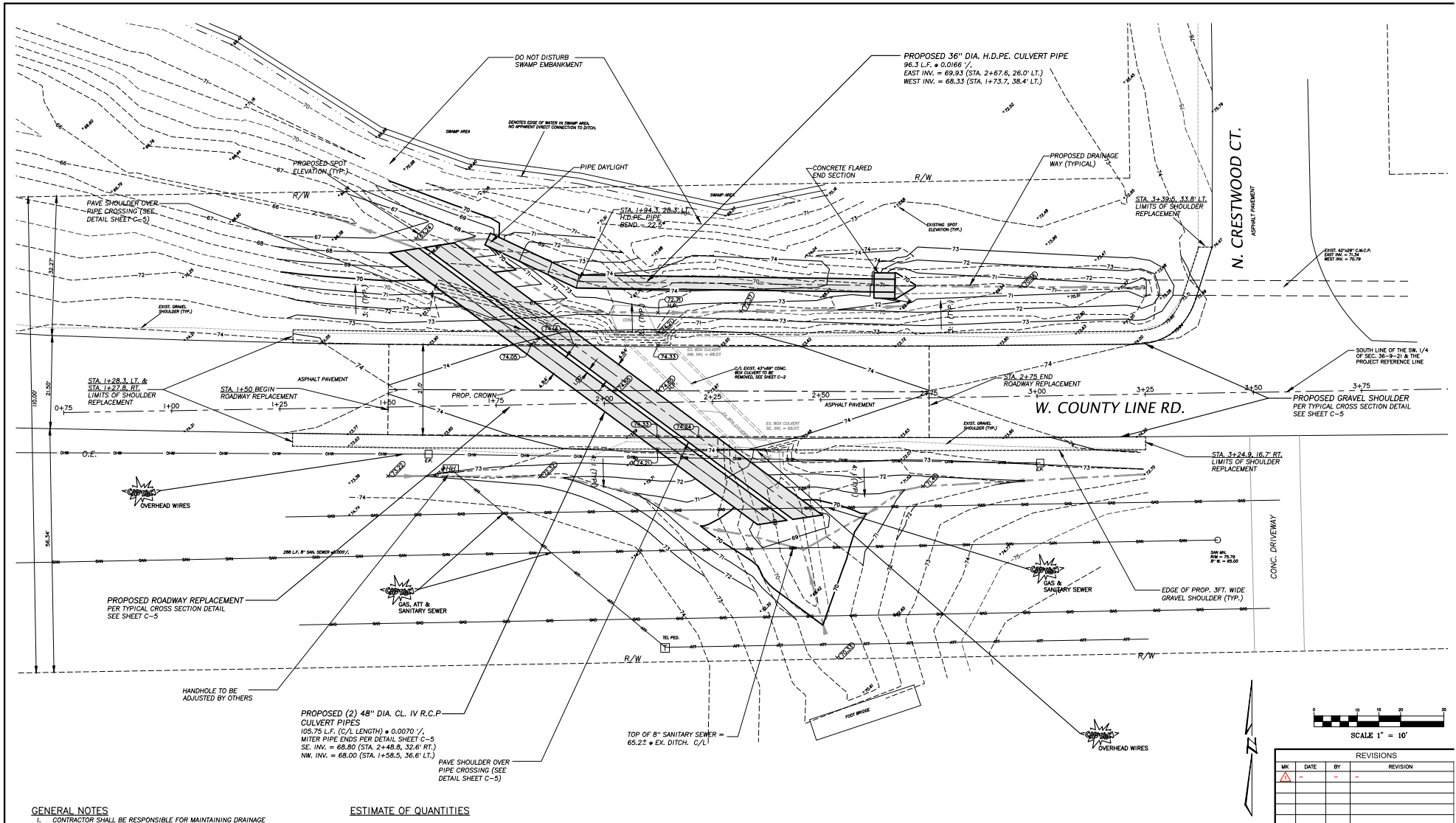
DATE

12:00 PM

TIME

BIDDER	City Pre-qual	Bid Bond	Addendum No 1	TOTAL BASE BID	TOTAL
CW Purpero	✓	✓	✓	\$273,086.00	\$273,086.00
Buteyn Peterson	✓	✓	✓	\$295,574.00	\$295,574.00

Attachment: Bid Opening Tabulation (RESOLUTION 3952 : 2022 County Line Road Box Culvert



GENERAL NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING DRAINAGE DURING REMOVAL AND CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY FOR APPROVAL PRIOR TO COMMENCING WORK.
- EROSION CONTROL AND BEST MANAGEMENT PRACTICES SHALL BE IN PLACE PRIOR TO COMMENCING WORK (SEE SHEET C-1 FOR DETAILS).
- SEE COVER SHEET FOR BENCHMARK AND HORIZONTAL CONTROL POINT INFORMATION.
- SEE SHEET C-2 FOR REMOVALS AND DEMOLITION INFORMATION.
- SEE SHEET C-4 FOR RESTORATION INFORMATION.

ESTIMATE OF QUANTITIES

- 211.5 L.F. 48" DIA. CLASS IV REINFORCED CONCRETE CULVERT PIPE WITH SLURRY BACKFILL.
- 96.3 L.F. H.D.P.E. 36" DIA. CULVERT PIPE WITH (1) FLARED END SECTION AND SPOIL BACKFILL.
- 665 S.Y. GRADING
- 40 TON OF 1-1/4 INCH C.A.B.C.
- 122 TON 3/4" INCH C.A.B.C.
- 44 TON OF H.M.A. PAVEMENT BINDER COURSE (3 MT 58-28 S)
- 26 TON OF H.M.A. PAVEMENT SURFACE COURSE (5 MT 58-28 S)
- 383 L.F. GRAVEL SHOULDERING



NORTH SHORE ENGINEERING, INC.
 Consulting Engineers & Land Surveyors
 11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
 (800) 841-9400 • FAX: (262) 241-5337



Call 811 or Toll Free (800) 242-8511
 Hearing Impaired TDD (800) 542-2289
 www.DiggersHotline.com

CERTAIN UNDERGROUND STRUCTURES HAVE BEEN LOCATED ON THE DRAWING. THESE LOCATIONS SHALL NOT BE TAKEN AS CONCLUSIVE. VERIFICATION TO THE EXISTENCE OR NON-EXISTENCE OF ALL UNDERGROUND STRUCTURES, WHETHER SHOWN ON THE DRAWING OR NOT, SHALL BE ASSUMED AS A DUTY OF THE CONTRACTOR.

CITY OF MEQUON			
Engineering Department			
W. COUNTY LINE RD. CULVERT REPLACEMENT			
PROPOSED IMPROVEMENTS			
DESIGNED: J.W.H.	DRAWN: J.M.B.	CHECKED: J.G.S.	SHEET C-1
DATE: 04-26-2022	SCALE: H: 1"=10' V:		OF
APPROVED:	CITY PROJECT # 3817-18	NSE PROJECT # 4479-19	



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 29, 2022
SUBJECT: RESOLUTION 3953 A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer Service Area

Background

On March 21, 2022, the Planning Commission recommended that Parcel #140320400000 located at the northwest corner of County Line Road and Swan Road, be rezoned for 1-acre residential subdivision development with a sanitary sewer connection. This parcel is not currently in the City of Mequon Sanitary Sewer Service Area. The process to amend the Sanitary Sewer Service Area typically takes 6 to 9 months in coordination the Southeastern Wisconsin Regional Planning Commission (SEWRPC), the Milwaukee Metropolitan Sewerage District (MMSD) and the Wisconsin Department of Natural Resources (WDNR). See Exhibit A for a map of Mequon's Sanitary Sewer Service Area.

On April 12, a first reading of Ordinance 2022-1620 to rezone the 86-acre parcel located on the west side of Swan Road, in connection with a proposed 83-lot single-family residential development, was conducted (see Exhibit B).

Staff sent notification letters to adjacent property owners along Swan Road of the pending Sanitary Sewer Service Area amendment, and the property owners responded by contacting City staff. The property owners expressed an interest in potential connections, if sanitary sewer became available, as the vacant land is a currently farm field.

Analysis

In anticipation of the proposed development, Sewer Utility staff proactively studied the available sanitary sewer capacity of the transmission mains in Huntington Park, as well as the existing lift station. The study identified that improvements are required, which can be completed within the timeline for the Sewer Service Area amendment to be approved by the regulatory authorities. With those improvements in place, there is sufficient capacity to serve the proposed subdivision with public sanitary sewer infrastructure.

Staff transmitted a form to the adjacent property owners (see Exhibit C). This form requests that property owners indicate their preference to be in the Sanitary Sewer Service Area or not to be included in the current amendment. If a property owner requests in writing that they do not wish to be in the Sewer Service Area, it is easier to remove the property during the amendment process. On the other hand, the process would have to start over if another parcel was to be added after the initial application to SEWRPC. The process to amend the Sanitary Sewer Service Area typically takes 6 to 9 months and includes a public hearing. The public hearing allows for

adjacent property owners to indicate their preference to be included in the amendment or not, depending on the outcome of the easement alignment.

Fiscal Impact

Once the parcels are included in the Sanitary Sewer Service Area, then the City incurs capital charges by MMSD. In addition, customers connected to public infrastructure are subject to quarterly utility charges.

The improvements to address the capacity issues within the system will be completed utilizing Sewer Utility capital funds and would be required even if the development did not propose connection.

Recommendation

Staff recommends approval of the proposed boundary amendment, as well as authorization to request that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) assist and support the City in amending the Sanitary Sewer Service Area.

Attachments:

Exhibit A - Map (PDF)

Exhibit B - Ordinance 2022-1620 (PDF)

Exhibit C - Sanitary Tax Form (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3953

A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer
Service Area

RECITALS

A. The City of Mequon Sewer Utility District Commission has reviewed and recommended an amendment to the City of Mequon Sewer Service Area Plan for the Swan Field Farms 83 lot subdivision (86 acres) in Section 32, Range 21 East.

B. On May 10, 2022, the City of Mequon Common Council reviewed and accepted the Sewer Utility District Commission's recommendation regarding the amendment to the City of Mequon Sewer Service Area.

C. The attached map generally illustrates the recommended boundaries of this proposed Sanitary Sewer Service Area amendment.

D. The Milwaukee Metropolitan Sewerage District charges the City of Mequon Sewer Utility an annual capital charge based upon the assessed value for all of the property within the Sanitary Sewer Service Area.

E. The MMSD capital charges, along with capital charges for Mequon debt service, comprise the basis for the annual Mequon Sewer Tax district rate and charges.

F. The City of Mequon Sewer Utility District Commission seeks to add parcels into the Sanitary Sewer Service Area.

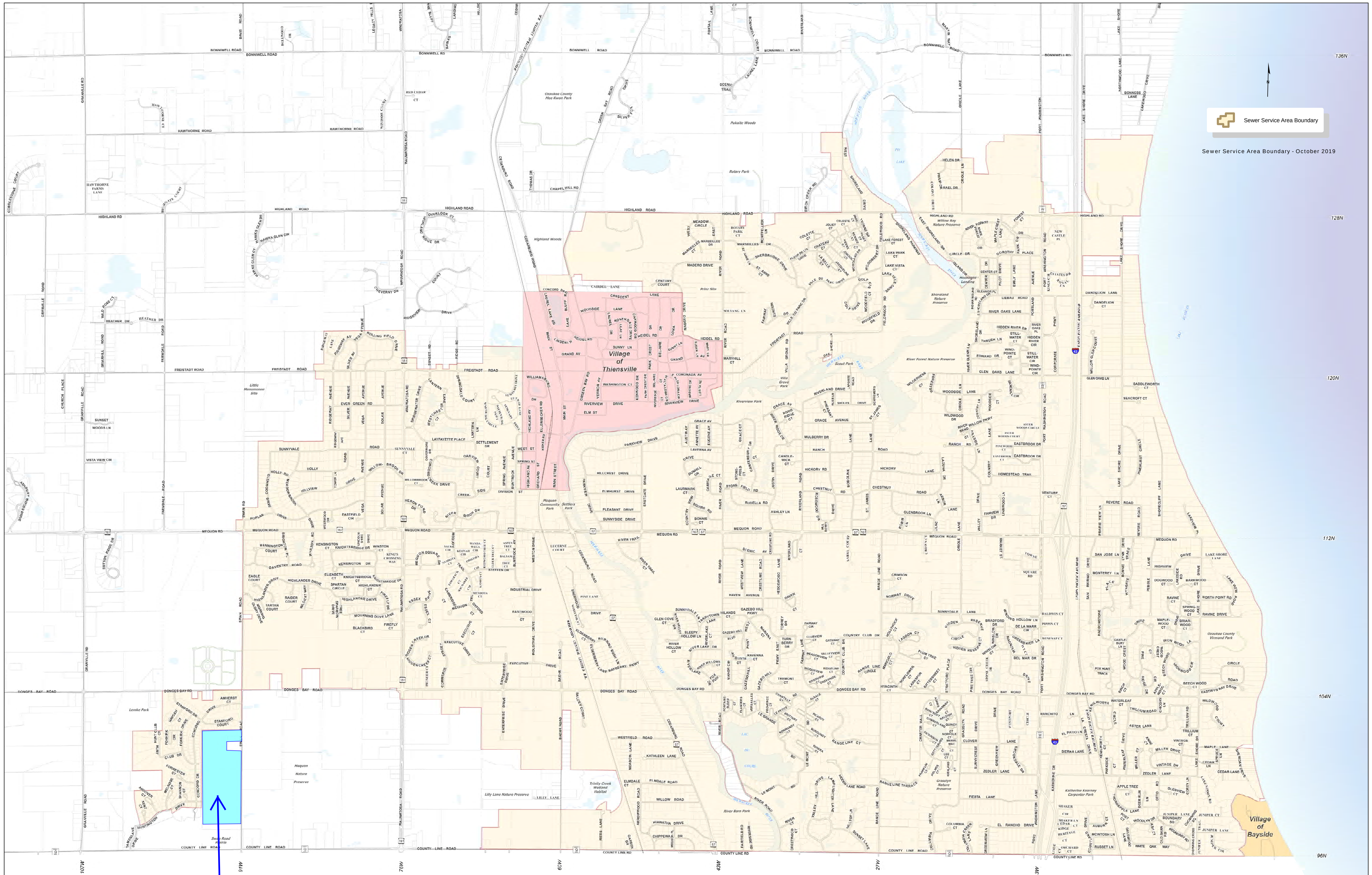
BASED ON THE FOREGOING RECITALS, IS IT RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the proposed addition to the City's Sanitary Sewer Service Area is approved, and that staff are authorized to seek the required recommendations and approvals from the Southeastern Wisconsin Regional Planning Commission (SEWRPC), the Milwaukee Metropolitan Sewerage District (MMSD) and the Wisconsin Department of Natural Resources (WDNR).

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk



SWAN FIELD FARMS PARCEL 140320400000 City of Mequon Sewer Service Area



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

www.ci.mequon.wi.us

Office of Community Development

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

Background

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

Analysis

The concept plan complies with all the requirements of the CGA (Central Growth Overlay) Zoning District with lots ranging from $\frac{1}{2}$ to $\frac{3}{4}$ acre. There is one large lot at the far northeast corner of the parcel separated from the other lots in the development that is 1.68 acres in size. The proposed road network shows two connections to Huntington Park to the west. The plan shows a path connecting to the roadway at the east end of the subdivision in two locations.

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

OPEN SPACES:

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

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

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

LOT LAYOUT AND SIZES:

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

ACCESS and INTERCONNECTIVITY:

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

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

Fiscal Impact

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

Recommendation

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

Attachments:

Exhibit A: Zoning Map (PDF)

Exhibit B: Concept Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1620

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

RECITALS

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

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

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

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

SECTION I

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

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

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

- community mailbox between lots 76 and 77.
- f. An open space plan is required prior to Preliminary Plat and shall address the following:
 - i. all common, open space land
 - ii. a required 6' asphalt bike and pedestrian path within the open space
 - iii. identification of all active and passive recreational features
 - iv. required entryway signage and landscaping
 - g. Pedestrian and bike paths and the necessary easements shall be required in accordance with the approved concept plan.
 - h. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.
 - i. All roads and bike paths connecting to adjacent sites shall be installed at the time of each associated phase of development.
 - j. The development shall comply with preliminary plat, development agreement, and final plat requirements.
 - k. There shall be a permanent open space buffer along the perimeter of this development as illustrated in the attached development concept plan and per Planning Commission action.
 - l. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.
 - m. Street trees are subject to the approval of the Tree Board and Planning Commission.
 - n. Street lighting, if proposed, is subject to the approval of the Planning staff.
 - o. Legal documents requiring the Homeowners Association maintenance of public sidewalk, bike trails within the common open space, wetland buffers and stormwater facilities.
 - p. Right-of-way dedication along Swan Road at the width of the ultimate right-of-way, subject to Common Council acceptance, as part of the preliminary plat.
 - q. Realignment of East Huntington Drive connection with Swan Road south to allow for a crosswalk from the subdivision sidewalk to the Mequon Nature Preserve parking lot.
 - r. The wetland delineation report with WDNR concurrence should be submitted with the preliminary plat application. The wetland boundaries and protective areas should be shown on the preliminary plat. If wetland fill is proposed, WDNR permitting shall be submitted at the time of preliminary plat.
 - s. The final civil plans shall provide a transition from curb and gutter to match the existing cross section in Huntington Park west of Cygnet Court on Huntington Drive and west of Cob Court on Tundra Drive.
 - t. An amendment to the City of Mequon Sewer Service Area to include the property. The conditions for connection require the sewer service area amendment be approved by the following:
 - i. the City of Mequon Sewer Utility District Commission,

- ii. the Milwaukee Metropolitan Sewerage District,
- iii. the Southeastern Regional Planning Commission, and the Wisconsin Department of Natural Resources.
- u. Connection to public water infrastructure.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

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

Caroline Fochs, City Clerk

Published: _____

POINT REAL ESTATE

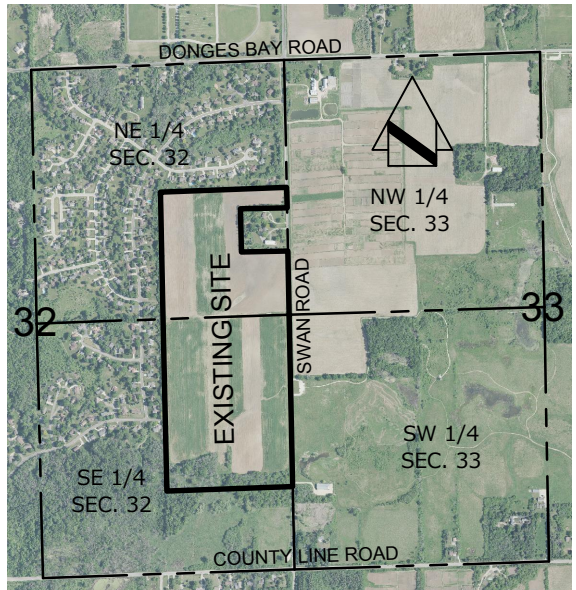
11.e.b



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



GRAPHICAL SCALE (FEET)
0 1" = 100' 200'



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

NOTES:

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

APPLICANT/DEVELOPER:

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

PROJECT ENGINEER/SURVEYOR:

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

SITE DATA:

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

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

PROPERTY = 85.9± AC (WITHOUT 50' ROW
FOR SWAN ROAD)

PROP. 84 LOTS
PROP. 5,851 FEET OF ROAD
PROP. OUTLOTS 1-4 = 30.6 ACRES (35.6% OPEN SPACE)

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



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

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
SEE DIGGER HOTLINE FOR DETAILS
REQUIRES MIN. 3 WORK DAYS
NOTICE BEFORE YOU DIG
MILWAUKEE AREA 259-1181

SWAN RIDGE FARMS
PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUCKEE COUNTY, WISCONSIN

REVISIONS

REG. JOB No.:	2165.00	SHEET 1 OF 1
REG. PM:	ASZ	
DATE:	02/21/2022	
SCALE:	1"=100'	

**CITY OF MEQUON
SEWER UTILITY TAX FORM
SANITARY SEWER SERVICE AREA
11333 N CEDARBURG ROAD
MEQUON, WI 53092**

**Return to Engineering Div.
at Mequon City Hall**

Eng. Div. Use Only

Tax Key No.:

ADDRESS: _____

OWNER ADDRESS: _____

Number	Street	City	State	Zip

CURRENT OWNER(S): _____

 First Name Last Name

Your property is eligible to be included in the Sanitary Sewer Service Area as part of an upcoming City of Mequon Sewer Utility District Commission (SUDC) and Common Council Resolution to include certain properties. The next steps are to confirm your preference to incur future charges and be added into the Mequon Sewer Tax District as part of the Sanitary Sewer Service Area amendment, or to remain outside of the Mequon Sewer Tax District and Sanitary Sewer Service Area. The subsequent steps include petitioning Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Milwaukee Metropolitan Sewer District (MMSD) to include your property in the Sanitary Sewer Service Area. Without being included in the Amendment, that would require use of a private system, such as a septic, mound or holding tank as the only reasonable or feasible means to service your lot.

Signature of Owner

Date _____

Phone #

Do you prefer to be included in the Sanitary Sewer Service Area?

YES The property owner prefers to be included in the Sanitary Sewer Service Area and incur the Sewer Utility Tax District charges.

- The property will incur the City of Mequon Sewer Tax District and any associated charges.
- The property would be eligible to connect to the sanitary sewer system when the septic or mound system or holding tank fails or is replaced. However, currently there may not be access to a public main.
- The property will be allowed to connect to the sanitary sewer system in the future.
- The property owner would need to pay future Mequon Sewer Tax District charges in addition to the cost to construct private plumbing and/or a building sewer lateral or private interceptor force main to the public sanitary sewer main.

NO The property owner would prefer to not be included in the Sanitary Sewer Service Area and not incur Sewer Utility Tax District charges.

- The property would remain outside of the Sanitary Sewer Service Area and not incur City Sewer Utility Tax District charges.
- The property will continue to use a private onsite wastewater treatment system.
- The property will not be allowed to connect to the sanitary sewer system in the future, without a sewer service area amendment. (A sewer service area amendment takes approximately 6 to 9 months and requires approvals by the City SUDC, MMSD, SEWRPC and WDNR).



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 28, 2022
SUBJECT: RESOLUTION 3954 A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed \$298,001

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas to rehabilitate laterals and reduce leaks and infiltration.

The sewer lateral work is part of the Private Property Inflow and Infiltration reduction program. In 2021, the Sewer Utility rejected bids that were over budget and awarded a contract to raSmith to prepare documents to re-bid the work into separate contracts. There are four separate contracts that include (1) grouting from mains, (2) locating laterals, (3) installation of external clean-outs; and (4) grouting from external clean-outs.

Analysis

The contract documents were advertised, and of the four pre-qualified contractors and 2 bids were received as summarized below and in Exhibit A, to grout 96 sanitary sewer laterals in the Riverdale Park Lift Station H & and Riverland Drive Lift Station F right-of-way areas:

Contractor	Amount
Visu-Sewer	\$270,910
National Power Rodding	\$446,925

Fiscal Impact

Funding is available to rehabilitate 96 laterals in the Riverdale Park Lift Station H and Riverland Drive Lift Station F right-of-way areas, plus a 10% contingency of \$27,091, in the Sewer PPI/I Account 610669-740006, that is reimbursable by MMSD. The itemized unit prices are shown in Exhibit B.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on May 10, 2022.

Attachments:

Exhibit A - Bid Summary (#3566-22-G1) (PDF)

Exhibit B - Bid Details (#3566-22-G1) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3954

A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed \$298,001

RECITALS

A. On August 26, 2021, the City of Mequon established a Funding Agreement in the amount of \$888,000 with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Riverland Drive Lift Station H and Riverdale Park Lift Station F Areas.

B. A number of capital improvement projects were identified as part of the FY2022 Sanitary Sewer Budget adopted by the Common Council on October 28, 2021.

C. On April 28, 2022, the City of Mequon Department of Public Works Engineering Division staff received and reviewed various bids from qualified contractors to rehabilitate 96 laterals with grouting from mains and manholes in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas.

D. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

E. Staff recommends that the Sewer Lateral Rehabilitation work to test and grout 96 laterals in the Riverdale Park Lift Station F and Riverland Drive Lift Station H right-of-way areas be awarded to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the amount of \$298,001.

F. The Sewer PPI/I Account 611669-740006 is a reimbursable account with a sufficient balance to fund this project.

G. The Sanitary Utility District Commission at its meeting on May 10, 2022, endorsed staff's recommendation.

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

1. The Agreement for Sewer Lateral Rehabilitation work to test and grout 96 laterals in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas, as let for bid, is approved and awarded to Visu-Sewer, Inc. of Pewaukee, Wisconsin, in an amount of \$298,001, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: #3566-22-G1, Sanitary Sewer Lateral Rehabilitation, Grouting From Mains and Manholes in Riverland Drive LS H & Riverdale Park LS F Areas

BID OPENING:

4/28/2022

11:00 AM

DATE

TIME

BIDDER	City Pre-qual	MMSD Pre-qual	Addendum No 1	Bid Bond	TOTAL BASE BID	TOTAL ADDITIVE #1 BID	TOTAL
Visu-Sewer	x	x	x	x	\$206,410.00	\$64,500.00	\$270,910.00
National Power Rodding	x	x	x	x	\$380,175.00	\$66,750.00	\$446,925.00

Contract No. 3566-22-G1: Sanitary Sewer Lateral Rehabilitation, Grouting From Mains and Manholes in Riverland Drive LS H & Riverdale Park LS F Areas

ITEM NUMBER	BASE BID ITEMS	UNIT	EST.	Visu-Sewer		National Power Rodding	
			QUANTITY				
1	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
2	Test and Grout Lateral from Mainline – First 15 feet	EA	72	\$1,650.00	\$118,800.00	\$1,800.00	\$129,600.00
3	Test and Grout Lateral from Manhole – First 30 feet	EA	24	\$1,650.00	\$39,600.00	\$6,500.00	\$156,000.00
4	Test and Grout Lateral from Mainline – Riser (Average Length 4 LF)	EA	3	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00
5	Grout	GAL	2,005	\$12.00	\$24,060.00	\$15.00	\$30,075.00
6	Lateral Warranty Testing – 1 Year Post Grouting (10% of Laterals Completed)	LS	1	\$14,000.00	\$14,000.00	\$35,000.00	\$35,000.00
	Total Base Bid Items 1 through 6:				\$206,410.00		\$380,175.00
ITEM NUMBER	ADDITIVE BID ITEMS	UNIT	EST.	Visu-Sewer		National Power Rodding	
			QUANTITY				
7	If Authorized, Obstruction Removal	EA	30	\$900.00	\$27,000.00	\$850.00	\$25,500.00
8	If Authorized, 4-inch or 6-inch Dia. Lateral Spot Repair	LF	25	\$1,000.00	\$25,000.00	\$750.00	\$18,750.00
9	If Authorized, Pavement Restoration	SY	50	\$150.00	\$7,500.00	\$150.00	\$7,500.00
10	If Authorized, Shoulder Restoration	SY	50	\$50.00	\$2,500.00	\$150.00	\$7,500.00
11	If Authorized, Lawn Restoration	SY	50	\$50.00	\$2,500.00	\$150.00	\$7,500.00
	Total Additive Bid Items 7 through 11				\$64,500.00		\$66,750.00

Attachment: Exhibit B - Bid Details (#3566-22-G1) (RESOLUTION 3954 : Sewer Lateral Work - Grouting from Mains)



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 26, 2022
SUBJECT: RESOLUTION 3955 A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$63,294

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work in the Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" areas to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the Private Property Inflow and Infiltration reduction program. In 2021, the Sewer Utility rejected bids that were over budget and awarded a contract to raSmith to prepare documents to re-bid the work into separate contracts. There are four separate contracts that include (1) grouting from mains, (2) locating laterals, (3) installation of external clean-outs; and (4) grouting from external clean-outs.

This month bids were received for the Rehabilitation and Grouting from Mains project and that contract is addressed in a separate item and staff memo. This work is eligible for reimbursement by the Milwaukee Metropolitan Sewerage District (MMSD) and requires full-time inspection.

Analysis

Staff requested proposals for construction inspection and administrative services for the Sanitary Sewer Lateral Rehabilitation work from numerous local consulting firms with construction inspection divisions and experience in sewer lateral work.

Due to the unique nature of the sewer rehabilitation work and other firms' staff being committed to other projects, only two firms responded to staff's request for proposals with qualified inspectors.

Consultant	Amount
Bloom	\$57,540
raSmith	\$75,600

Fiscal Impact

Funding is available for inspection of the lateral rehabilitation work in the Riverdale Park Lift Station H and Riverland Drive Lift Station F right-of-way areas, plus a 10% contingency of

\$5,754, in the Sewer PPI/I Account 610669-740006, that is reimbursable by MMSD. The inspection services will be on a time-and-materials basis. The inspection fees with the terms and conditions in Exhibit A.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on May 10, 2022.

Attachments:

Exhibit A - Authorize Task 6 for Bloom Inspection Services (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3955

A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$63,294

RECITALS

A. On August 26, 2021, the City of Mequon established a Funding Agreement in the amount of \$888,000 with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Riverland Drive Lift Station “H” and Riverdale Park Lift Station “F” Areas.

B. A number of sewer projects, including this sewer lateral work, were included as part of the FY2022 Sanitary Sewer budget adopted by the Common Council on October 28, 2021.

C. On March 24, 2022, the City of Mequon Department of Public Works Engineering Division staff received and reviewed multiple proposals from consulting firms with qualified staff to inspect the rehabilitation of laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

D. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

E. Construction inspection is necessary for sewer projects including the Sanitary Sewer Lateral Rehabilitation work, grouting from mains and manholes, in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

F. Staff recommends that the Inspection of the Sewer Lateral Rehabilitation work to test and grout laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” right-of-way areas be awarded to Bloom Companies, LLC in the amount of \$63,294.

G. The Sewer PPI/I Capital Fund, 610699-740006, is eligible for reimbursement from MMSD with sufficient balance to fund this project.

H. The Sewer Utility District Commission at its meeting on May 10, 2022, endorsed staff’s recommendations.

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

1. The contract for Sanitary Sewer Lateral Rehabilitation work, grouting from mains and manholes, in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas is awarded to Bloom Companies, LLC of Milwaukee, Wisconsin in an amount not-to-exceed \$63,294, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Exhibit A - Authorize Task 6 for Bloom Inspection

Table 2 – Administration and Construction Inspection Services Fees

Task	Task Description - Sewer Lateral Work	Hours	Fee
1	Meetings (13) – Pre-con and bi-monthly meetings	26	\$2,600
2	Review of Submittals and RFIs per Contract Document	60	\$5,860
3	Construction Administrative Services (160hrs)	160	\$15,260
Sub-Total (Tasks 1-3) Construction Administrative Services		246	\$23,720
4	Inspect, Survey and Prepare Report of Sonde Locating of 180 Laterals (#3566-22-S) 25 days Authorized by Resolution 3947 (4/12/2022)	200	\$16,150
5	Inspect, Survey and Prepare Reports of Clean-out Installation on 100 Laterals (#3566-22-C) 65 days	520	\$41,610
6	Inspect and Prepare Reports of Testing and Grouting of 310 Laterals from Mains (#3566-22-G1) 90 days	720	\$57,540
7	Inspect and Prepare Reports of Grouting of 180 Laterals from Cleanouts (#3566-22-G2) 60 days	480	\$38,400
Sub-Total (Tasks 4-7) Construction Inspection Services		1920	\$153,700
8	Reporting Pre-Work and Post-Work Flow Data (12 months), IF AUTHORIZED		\$5,560
9	Reporting Pre-Work and Post-Work Flow Data, IF AUTHORIZED (up to 36 months for warranty period)		\$4,012
10	Update Lateral Records Post Implementation in GIS, IF AUTHORIZED		\$1,920
Sub-Total (Tasks 8-10) Post Implementation Reporting			\$11,492
11	Inspect Various Sewer Main and Building Sewer Lateral Work in the Right of Way (on call service Inspection for Site Development)	80	\$6,896
12	Inspect Various Sewer Main, Manhole and Building Sewer Lateral Work in the Right of Way (on call service Inspection for I-43 and STH 57 Utility Coordination)	80	\$6,896
Sub-Total (Tasks 11-12) Various On Call Inspections			\$13,792

Notes:

- Task 4: 25 days assumes up to 10 laterals located by contractor per day and surveyed each day, and allows time for reporting.
- Task 5: 65 days assumes hydroexcavating crew to open up 3 to 4 access points per day, and contractor to mobilize following excavations and install up to 2 clean-outs per day
- Task 6: 90 days assumes contractor grouting up to 4 laterals per day from main line launch.
- Task 7: 60 days assumes contractor grouting up to 3 laterals per day from clean-out launch.
- Survey format shall result in deliverable to City that can be accessible in AutoCAD and/or GIS.
- Consultant Services to inspect, survey and report shall be invoiced on a time and materials basis invoiced monthly.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (Bloom Project # BM1-3952) is entered into between City of Mequon (Client) and Bloom Companies, LLC (Bloom), with respect to the City of Mequon Project # 3566-22, Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains (the Project) and Client's requirement for certain professional services in connection with the Project (the Services) which Bloom is prepared to provide.

1. Bloom shall provide the Services described in the originally submitted proposal dated March 24, 2022.

2. Client shall pay Bloom on a Time and Expenses basis in accordance with Attachment A for all authorized tasks. The Client shall be responsible for providing Bloom with all relevant background information required to complete all tasks associated with the scope of work as described in the originally submitted proposal.

3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

4. Unless expressly provided for in any Attachments hereto, Bloom has no responsibility for the failure of any consultant, contractor, subcontractor, vendor, or other Project participant, not under contract to Bloom, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

5. In the event that all or any portion of the work prepared or partially prepared by Bloom is suspended, abandoned, or terminated, the Client shall pay Bloom all fees, charges, and expenses incurred to date of receipt of written notice of suspension or termination, unless such termination is the result of a breach of this Agreement by Bloom. Bloom reserves the right to withhold documents and information until fees for such services are paid in full.

6. Bloom cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. Bloom shall act only as an advisor in governmental relations. Such delays as caused by said occurrences, if not solely the result of Bloom's failure to meet submittal deadlines, may result in adjustments to said schedule and estimates/fees upon negotiation with, and agreement by, the Client.

7. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement.

8. All documents prepared by Bloom pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Bloom. Bloom shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the

Services shall remain the property of Bloom.

9. All electronic files transferred to the Client or his Designee by Bloom are provided solely for the convenience of the Client and are warranted only to the extent that they conform to the original document(s) produced by Bloom. All electronic files are transmitted in trust for the sole use of the Client and his Designee and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the Client. Any alterations to or tampering with the files shall constitute the agreement of the Client to release, defend and hold harmless Bloom from all claims and causes of action by said Client and third parties.

10. All design recommendations provided to the Client by Bloom will be based on information provided to Bloom prior to the final submission of the project documents. In the event that the information provided to Bloom is materially different than the actual conditions, Bloom cannot guarantee the design recommendation will be valid at the time of design, and Bloom shall not be held accountable for faulty, inaccurate, or incomplete designs.

11. Payment for invoices are due upon receipt, amounts outstanding after 30 days from the date of the invoice will be considered delinquent and subject to a service charge of 1½% compounded monthly. Invoices will usually be sent monthly for work performed the previous month. Client understands, and agrees to pay for all services rendered regardless of Client's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The Client shall provide Bloom with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoices submitted. Bloom reserves the right to immediately suspend work and/or terminate this agreement due to the lack of timely payment of uncontested invoices by the Client. The Client further agrees to pay Bloom any and all expenses incurred in recovering delinquent amounts due, including attorney's fees and court costs.

12. Both parties agree that all disputes, including but not limited to errors, liability, claims for service and fees, expenses, losses, etc., shall, at the sole and exclusive option of Bloom, be submitted for mediation. Any fees and/or expenses charged by the mediator shall be shared equally between Bloom and Client.

13. In the event the Client requests Bloom to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Bloom for review at least 15 days prior to the requested date of execution. Bloom shall not be required to execute any certificates or documents that in any way would, in Bloom's sole judgment, (a) increase Bloom's legal or

contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Bloom having to certify, guarantee or warrant the existence of conditions whose existence Bloom cannot ascertain.

14. The Services provided for in this Agreement are for the sole use and benefit of Client and Bloom. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Bloom.

15. Bloom shall maintain professional and general liability insurance affording protection against injury to persons or property and affording protection in amounts no less than \$1,000,000 per occurrence.

16. To the fullest extent permitted by law, Bloom's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of Bloom and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Bloom's negligence bears to the total negligence of Client, Bloom, and all other negligent entities and individuals.

17. To the fullest extent permitted by law, Bloom shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to

reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Bloom or Bloom's officers, directors, partners, employees, and consultants in the performance of Bloom's services under this Agreement.

18. To the fullest extent permitted by law, Client shall indemnify and hold harmless Bloom, Bloom's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.

19. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

IN WITNESS WHEREOF, Client and Bloom have executed this Agreement, effective as of _____.

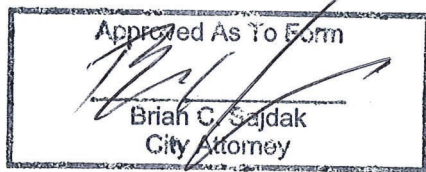
City of Mequon (Client)

Signature _____

Name _____

Title _____

Date _____



Bloom Companies, LLC, (Bloom)

Signature _____

Name _____

Title _____

Date _____

March 24, 2022

Kevin Driscoll, PE
Deputy Director of Utilities
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Re: Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains

Dear Mr. Driscoll,

Bloom Companies, LLC (Bloom) is pleased to submit the attached proposal to provide inspection services for the Various Work on Building Sewer Laterals and Sanitary Sewer Mains Projects.

Bloom understands that the objective of this project is to provide construction administration and inspection services on various sanitary sewer work, including building sewer laterals. Services will be performed on 4 separate phases including Riverland Drive Lift Stations "H" and "F", Sonde, and grouting. The work will be done at various locations throughout the City of Mequon.

Bloom's proposed Project Manager, Andrew Plier, has invaluable experience with a full range of civil engineering capabilities, holds NASSCO certifications, and has experience with trenchless rehabilitation planning, design, construction administration as well as inspection services of manholes, sanitary sewer mains, and building sewer laterals. Andrew Plier will be the primary contact for this project. His contact information is detailed below.

PRIMARY CONTACT

Andrew Plier, PE
10501 W. Research Drive Suite 100, Milwaukee, WI 53226
aplier@bloomcos.com
Office: (414) 292-4519

We are enthusiastic about the opportunity to assist the City of Mequon with these inspection services. Thank you for your consideration. Please contact me at (414) 292-4502 mtharaniyil@bloomcos.com or Andrew Plier at (414) 292-4519 aplier@bloomcos.com with any questions, or if you require any additional information.

Sincerely,
BLOOM COMPANIES, LLC



Mathew Tharaniyil, PE
President

CONTRACT NAME: CONTRACT NO:		SAMPLE DAILY REPORT Note: This report will be tailored to fit project informational needs. Additional reporting sheets will also be utilized and/or tailored as needed to properly track work progress. Bloom has several different daily report templates for this type of work.		REPORT DATE : REVISION NO: REVISION DATE: REPORT NO: 001	
TASK ORDER NO:		PROJECT NAME / LOCATION:			
PROJECT NUMBER:		PROJECT DESCRIPTION:			
PROJECT MANAGER:		PROJECT QC MANAGER:			
CONSTRUCTION MANAGER:		SITE SAFETY MANAGER:			
AM WEATHER;		PM WEATHER:		MAX TEMP:	MIN TEMP:
SUMMARY OF WORK PERFORMED TODAY					
•					
HEALTH AND SAFETY REPORT					
SAFETY ACTIONS TAKEN TODAY/SAFETY INSPECTIONS CONDUCTED (Include Observations, Safety Violations, Corrective Instructions Given, Corrective Actions Taken, and Results of Safety Inspections Conducted): •					
OPERATIONS / PRODUCTION REPORT					
WORK FORCE (Include Contractor & All Subcontractors)					
Company/Position		Cumulative Hours Worked (From Previous Report)	Total Hours Worked Today	Total Work Hours From Start of Construction	
Total project hours worked to date:					
EQUIPMENT ON HAND					
Description of Equipment/Owner or Renter		Make/Model/Manufacturer	Equipment ID No	Inspection Performed By	
PLANNED UPCOMING WORK/SCHEDULE: •					
CHANGED CONDITIONS/DELAY/CONFLICTS ENCOUNTERED: (List any conflicts with the project [i.e., scope of work and/or drawings], delays to the project attributable to site and weather conditions, etc.): •					
VISITORS AND DISCUSSIONS: •					
QUALITY CONTROL REPORT					
MATERIALS DELIVERED TO JOB SITE					
Quantity/ Volume/ Weight	Description of Materials Received	Make/Model/Manufacturer	Material Lot Number	Inspection Performed By	
Comments (acceptance status, inspection findings, etc.):					

INSPECTIONS PERFORMED						
Task/Activity Inspected	Inspection Performed			Findings		
TESTS PERFORMED						
Task/Activity Tested	Test Performed			Test Results (Pass/Fail) – Criteria		
REGULATORY COMPLIANCE REPORT						
PERMIT REQUIRED WORK/INSPECTIONS PERFORMED:						
STAGING/STOCKPILE AREA INSPECTION						
Inspection Performed By:			Signature of Inspector:			
Accumulation / Stockpile Area Inspected:						
No of Containers:	No of Tanks		No of Roll-Off Boxes::		No. of Drums	
Comments:						
ATTACHMENTS						
LIST OF ATTACHMENTS: (examples, as applicable: submittals, meeting minutes, safety meeting minutes, COCs, weight tickets, manifests, profiles, rework item list, RFIs, DCNs, etc.):						
NOTE: Write all entries legibly in ink. Line out all unused portions or designate as “not applicable”. Preparer signs first and last name on each completed daily report. This form may be filled out electronically and signed electronically.						
			PREPARER'S SIGNATURE		DATE	
PHOTOGRAPHS TAKEN THIS DATE: Today SUBJECT : Daily Work Activities			For project photos see the directory listed to the right on the project server		ENTER PHOTO LOG DIRECTORY	
PHOTO LOG NO.: NA						

Note: This report will be tailored to fit project informational needs. Additional reporting sheets will also be utilized and/or tailored as needed to properly track work progress. Bloom has several different daily report templates for this type of work



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 22, 2022
SUBJECT: RESOLUTION 3956 A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount of \$587

Background

On December 14, 2021, resolution 3980 was approved and a contract was awarded for the rehabilitation of 71 sanitary sewer manholes to National Power Rodding of Chicago, Illinois with a not-to-exceed authorization of \$61,408.

Analysis

During routine Manhole Inspections 71 manholes were identified with leaks. The contract was based upon unit pricing with estimated quantities. Payment is based upon actual quantities. Due to amount of grout required to stop active leaks, the project invoice was \$61,995 (see Exhibit A).

Fiscal Impact

The change order increases the previous authorization by \$587.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on May 10, 2022.

Attachments:

Exhibit A - Invoice for Change Order (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3956

A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract
Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount
of \$587

RECITALS

A. The Sanitary Utility District Commission at its meeting on December 14, 2021, approved a contract award to Rehabilitate Sanitary Sewer Manholes in various locations to National Power Rodding at a total cost of \$61,408, as the Capital Account 611610-740001 had sufficient balance to fund this project.

B. An additional \$587 beyond the authorized amount is required to complete the grouting work and stop the leaks, for a total contract amount of \$61,995.

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

1. The Agreement for Rehabilitation of Sanitary Sewer Manholes in various locations awarded to National Power Rodding of Chicago, Illinois is revised by \$587 for a total amount of \$61,995.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street • Chicago, IL 60612
(312) 666-7700 • Fax (312) 666-5810

11.h.a

INVOICE: 53187 Page: 1

Bill

To: CITY OF MEQUON
11333 N CEDARBURG RD 60W
MEQUON, WI 53092

Invoice Number 53187
Date 4/11/2022
Our Job No. MEQ001-1
Your Reference
Requisition No.
Release No.
Authority Kevin R. Driscoll
Terms Net 30 days
For Transactions To 4/1/2022

Item/Description	Quantity	Unit	Unit Price	Total Price
CHEMICAL GROUTING OF 71 MANHOLES CONTRACT 3501-21				
LOCATION: MEQUON, WI				
MH GROUTING W/ACRYLAMIDE UP TO 5 GAL	345.00	GA	100.00	34,500.00
MANHOLE GROUTING W/ACRYLAMIDE >5 GALLONS	833.00	GA	15.00	12,495.00
TRAFFIC CONTROL FOR MANHOLE GROUTING	1.00	LS	15,000.00	15,000.00

Subtotal: 61,995.00
Amount Paid: 0.00
Total: 61,995.00

Packet Pg. 248

Attachment: Exhibit A - Invoice for Change Order (RESOLUTION 3956 : Resolution to Increase Contract with National Power Rodding of

Mayoral Appointments May 2022

<u>Park and Open Space Board</u>		
<u>Name</u>	<u>Title</u>	<u>District</u>
David Wolfson	Member	At-Large
<u>Frank L. Weyenberg Library Board of Trustees</u>		
<u>Name</u>	<u>Title</u>	<u>District</u>
Graham Baxter	Trustee	At-Large
<u>Board of Police and Fire Commissioners</u>		
<u>Name</u>	<u>Title</u>	<u>District</u>
Warner Jackson	Member	At-Large
<u>Festivals Committee</u>		
<u>Name</u>	<u>Title</u>	<u>District</u>
Deanna Conaty	Member	At-Large
<u>Southern Ozaukee Fire and EMS Board of Directors</u>		
<u>Name</u>	<u>Title</u>	<u>District</u>
Kathleen Schneider	Director	At-Large

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Park & Open Space

Position: Member
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: David Wolfson

Address: 10010 N. Franklin Court, 53092
(Include zip code)

Appointment By Mayor: Andrew Nerbun By Alderman _____
(Name)

At Large Appointment: A/L Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: 3 years Appointee Term
Expiration Date: 5/1/2023

Comments: _____

TYPE OF APPOINTMENT

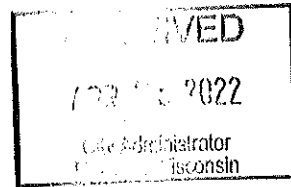
New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: X No: _____

Name of person being replaced: Pat Marchese

Date submitted to Council: 5/10/22

David C Wolfson
10010 N Franklin Ct
Mequon, WI 53092



City of Mequon
Board, Commission and/or Talent Bank Applications
11333 N Cedarburg Rd, 60 W
Mequon, WI 53092

To whom it may concern:

Alderwoman Schneider passed along the accompanying application. She is aware of my interest in serving our community on the Park and Open Space Board or in some other capacity.

I have a passion for preserving open space and assuring our parks remain community resources. I also have experience serving on the Board of the Milwaukee Riverkeepers for close to a decade. The health of our watershed is also of vital concern, especially for the sake of our children and grandchildren.

Since I am retired, I truly hope to give back to our community and look forward to speaking with someone about ways I can help and make a difference.

Sincerely,

David Wolfson



CITY OF MEQUON
BOARD, COMMISSION AND/OR COMMITTEE TALENT BANK APPLICATION
Please complete and return to the Administration Office, Mequon City Hall
Application also available at www.ci.mequon.wi.us

Name: DAVID WOLFSON

Address: 10010 N Franklin Ct Zip Code: 53092

Home Phone Number: 414 218-1135 Years of Residence in Mequon: 8

Employer (or School): Retired

Address: _____ Occupation: _____

Can you be reached during working hours: yes Work Phone: _____

E-mail Address (es): dwolfson625@gmail.com

Would you be able to attend scheduled evening meetings on a regular basis: yes

What qualifications would contribute to your role as a Board, Commission or and/or Committee member (use additional paper if necessary):

The desire to give back to my community and a
keen interest in conservation, parks and open space

Have you been active in organized community groups in the past such as homeowners associations, referenda, and/or special interest groups (use additional paper if necessary):

Trustee, Congregation Shalom; President, The Generosity Project
Trustee, Milwaukee Riverkeeper 2007-2017

Periodically, the City may convene a committee on a temporary basis for a specific project. Do you possess any special skills that could be applied to a specific project (i.e. health care, benefits administration, human resources, economic development, communications, technologies):

Fundraising, communications, program development
& economic development

SCHOOL	# OF YEARS ATTENDED	AREAS OF STUDY	WHERE
High School	H. Frank Casey HS	Academic	Franklin Sq, NY
College	Northeastern U	Economic/Pol Sci.	Boston, MA
Post Graduate	Adelphi U	Urban/Metro Planning	Garden City, NY
Trade/Specialty	Certified Fundraising	Exec. (CFRE)	Greater Milwaukee

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference -#1 being first choice:

☐ Architectural Board	☐ Hiram Schmidt Fund
☐ Board of Appeals	☐ Joint Mequon-Thiensville Bike & Pedestrian Way Commission
☐ Board of Police & Fire Commissioners	☐ Landmarks Commission
☐ Board of Review	☒ 2 Mequon Nature Preserve Advisory Committee
☐ Economic Development Board	☒ 3 Milwaukee River Advisory Committee
☐ Ethics Board	☒ 1 Park and Open Space board
☐ Festivals Committee	☐ Planning Commission
☐ Frank L. Weyenberg Library	☒ 4 Tree Board
☐ Board of Trustee	

The following information will be held in confidence and is for review if considered for the Board of Police and Fire Commission. Have you ever been convicted of a criminal offense? NO

Would you be willing to allow the Police Department to conduct a background investigation? yes

I understand that the information provided to the City of Mequon contained herein becomes public upon submittal of this application.

David C. Wolf
Signature

4/20/2022
Date

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Frank L. Weyenberg Library

Position: Trustee
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Graham Baxter

Address: 1219 Pippin Court, 53092
(Include zip code)

Appointment By Mayor: Andrew Nerbun By Alderman _____
(Name)

At Large Appointment: A/L Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: 3 years Appointee Term
Expiration Date: 5/1/2025

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: X

Name of person being replaced: Maria C. Gonzalez-Cerra

Date submitted to Council: 5/10/22



City of Mequon

11555 N. Cedarburg Road, 600
Mequon, Wisconsin 53092

CITY OF MEQUON

BOARD, COMMISSION AND/OR COMMITTEE TALENT BANK APPLICATION

Please complete and return to the Administration Office, Mequon City Hall

Application also available at www.ci.mequon.wi.usName: GRAHAM BAXTERAddress: 1219 PIPPIA CT., MEQUON, WI Zip Code: 53092Home Phone Number: 920-420-5325 Years of Residence in Mequon: 2.5Employer (or School): U.S. BANK PRIVATE WEALTHAddress: 777 E. WISCONSIN AVE Occupation: ADVISORCan you be reached during working hours: YES Work Phone: _____E-mail Address (es): graham.baxter@usbank.comWould you be able to attend scheduled evening meetings on a regular basis: yes

What qualifications would contribute to your role as a Board, Commission or and/or Committee member (use additional paper if necessary):

MILWAUKEE PUBLIC LIBRARY FDNZOOLOGICAL SOCIETY OF MIKE ASSOC. BOARD

Have you been active in organized community groups in the past such as homeowners associations, referenda, and/or special interest groups (use additional paper if necessary):

ECONOMIC DEVELOPMENT, STRONG PROFESSIONAL NETWORK,PERSONAL EXPERIENCE W/LIBRARY

Periodically, the City may convene a committee on a temporary basis for a specific project. Do you possess any special skills that could be applied to a specific project (i.e. health care, benefits administration, human resources, economic development, communications, technologies):

<u>SCHOOL</u>	<u># OF YEARS ATTENDED</u>	<u>AREAS OF STUDY</u>	<u>WHERE</u>
High School	<u>4</u>	<u>GENERAL</u>	<u>BRODHEAD</u>
College	<u>5</u>	<u>FINANCE/MARKETING</u>	<u>UW-OSHKOSH</u>
Post Graduate	<u>2</u>	<u>MBA</u>	<u>UW-WHITEWATER</u>
Trade/Specialty			

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference -#1 being first choice:

- | | |
|--|---|
| <u>7</u> Architectural Board | <u>9</u> Hiram Schmidt Fund |
| <u>6</u> Board of Appeals | <u>10</u> Joint Mequon-Thiensville Bike & Pedestrian Way Commission |
| <u>4</u> Board of Police & Fire Commissioners | <u>11</u> Landmarks Commission |
| <u>5</u> Board of Review | <u>12</u> Mequon Nature Preserve Advisory Committee |
| <u>2</u> Economic Development Board | <u>13</u> Milwaukee River Advisory Committee |
| <u>8</u> Ethics Board | <u>14</u> Park and Open Space board |
| <u>3</u> Festivals Committee | <u>15</u> Planning Commission |
| <u>1</u> Frank L. Weyenberg Library Board of Trustee | <u>16</u> Tree Board |

The following information will be held in confidence and is for review if considered for the Board of Police and Fire Commission. Have you ever been convicted of a criminal offense? yes

Would you be willing to allow the Police Department to conduct a background investigation? yes

I understand that the information provided to the City of Mequon contained herein becomes public upon submittal of this application.

CWS
Signature

4/26/22
Date

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Board of Police and Fire Commissioners

Position: Member
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Warner Jackson

Address: 7010 West Oakview Court, 53092
(Include zip code)

Appointment By Mayor: Andrew Nerbun By Alderman _____
(Name)

At Large Appointment: A/L Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: 5 years Appointee Term
Expiration Date: 5/1/2027

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: X

Name of person being replaced: John Ridley

Date submitted to Council: 5/10/22

Warner L. Jackson

August 22, 2018

City of Mequon Board, Commission Community Talent Bank
11333 N Cedarburg Rd
Mequon, WI 53092

Re: Talent Application

Chair/Members of Mequon Talent Bank,

My name is Warner Jackson a community resident and I looking to participate on the City of Mequon Boards and Commissions. I recently retired from STRATTEC Security Corporation after 45 years of service where I served in the capacity as Sales Manager for the die cast and metal stamping group as well as internal international strategic partners. I am a graduate of Concordia University, Mequon Campus and served on a number community boards in the Milwaukee area. In my community I am the current Secretary for the Concordia Creek Homeowners Association.

I am also alumnus of Future Milwaukee. Future Milwaukee is a community leadership program that has for more than 40 years made a positive impact on the Greater Milwaukee area. Over 1,500 alumni have contributed their leadership gifts to positions in government, business education, religious and non-profit institutions.

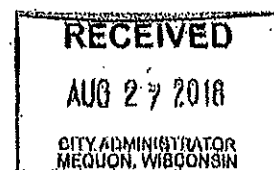
Former Chair of the Board of Commissioners for the Social Development Commission (SDC): the role of the SDC Board of Commissioners is to provide guidance and leadership to SDC. The agency's board make-up is unique when compared to other social service agencies and nonprofit organizations. The Board of Commissioners consists of representatives of three different sectors of the community. One-third of the members are appointed by public officials and a third is appointed by the private sector. The final third represent the voices of low-income residents of Milwaukee County.

Current Chair of Board of Directors for Outreach Community Healthcare Centers: Outreach is a FQHC that insure men, women and children in the Greater Milwaukee Area receive quality health care, behavioral health, housing and supportive services needed to live at the highest possible level of self-sufficiency. Outreach Community Health Centers, Inc. work's to achieve this mission through advocacy, outreach, prevention, public awareness, collaborative relationships with other service providers and contracting for or providing a quality, cost-effective continuum of care.

I believe in helping and supporting the community to create advancement in the environment and helping to sustain the highest possible living goals available. This is my passion, and I am willing to support this community as it prepares for its future. Please consider my application and I hope to hear from you soon.

Sincerely,


Warner L. Jackson



7010 West Oakview Ct, Mequon, WI (414)699-8921

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Festivals

Position: Member
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Deanna Conaty

Address: 12250 N. Ridge Road, 53092
(Include zip code)

Appointment By Mayor: Andrew Nerbun By Alderman _____
(Name)

At Large Appointment: A/L Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: 3 years Appointee Term
Expiration Date: 5/1/2025

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: X

Name of person being replaced: Janet Fussell

Date submitted to Council: 5/10/22



8535 N. Calabazas Road, 600
Mequon, Wisconsin 53092

CITY OF MEQUON

BOARD, COMMISSION AND/OR COMMITTEE TALENT BANK APPLICATION

Please complete and return to the Administration Office, Mequon City Hall

Application also available at www.ci.mequon.wi.us

RECEIVED

MAY 04 2012

City Administrator
Mequon, Wisconsin

Name: DEANNA CONATY

Address: 12250 N. RIDGE RD Zip Code: 53092

Cell Home Phone Number: 262-328-7372 Years of Residence in Mequon: 7

Employer (or School): INFO PRO LENDER SERVICES

Address: 1325 S. MAIN ST. FOND DU LAC, WI Occupation: REMOTE PART-TIME TAX RESEARCH

Can you be reached during working hours: YES Work Phone: N/A - USE CELL NUMBER

E-mail Address (es): theconatys@gmail.com

Would you be able to attend scheduled evening meetings on a regular basis: YES

What qualifications would contribute to your role as a Board, Commission or and/or Committee member (use additional paper if necessary):

EXCELLENT COMMUNICATION SKILLS & INTERPERSONAL SKILLS.
EXPERIENCE WORKING WITH BUDGETS & LARGE SCALE EVENTS

Have you been active in organized community groups in the past such as homeowners associations, referenda, and/or special interest groups (use additional paper if necessary):

I HAVE BEEN A POLL WORKER FOR SEVERAL YEAR. I WAS
V.P. & PRES OF THE DSHA PARENT ASSOCIATION. AVID PARENT
VOLUNTEER

Periodically, the City may convene a committee on a temporary basis for a specific project. Do you possess any special skills that could be applied to a specific project (i.e. health care, benefits administration, human resources, economic development, communications, technologies):

MEETING PLANNING - I WORKED FOR 13 YEARS AT
ALPHA GAMMA DELTA INTERNATIONAL HQ IN INDIANAPOLIS
IN AND MY PRIMARY ROLE WAS EVENT PLANNER. BOARD
PLANNING CONVENTIONS, REGIONAL TRAININGS & NEW
CHAPTER INSTALLATIONS.

Revised: November 2017

SCHOOL	# OF YEARS ATTENDED	AREAS OF STUDY	WHERE
High School	4	N/A	ANDERSON CO. HIGH SCHOOL LAWRENCEBURG, KY
College	4	BS - FASHION MERCH	EASTERN KY. UNIVERSITY RICHMOND, KY
Post Graduate	N/A		
Trade/Specialty	N/A		

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference -#1 being first choice:

_____ Architectural Board	_____ Hiram Schmidt Fund
_____ Board of Appeals	3 _____ Joint Mequon-Thiensville Bike & Pedestrian Way Commission
5 _____ Board of Police & Fire Commissioners	_____ Landmarks Commission
_____ Board of Review	_____ Mequon Nature Preserve Advisory Committee
_____ Economic Development Board	_____ Milwaukee River Advisory Committee
10 _____ Ethics Board	4 _____ Park and Open Space board
_____ Festivals Committee	_____ Planning Commission
2 _____ Frank L. Weyenberg Library Board of Trustee	_____ Tree Board

The following information will be held in confidence and is for review if considered for the Board of Police and Fire Commission. Have you ever been convicted of a criminal offense? NO

Would you be willing to allow the Police Department to conduct a background investigation? YES

I understand that the information provided to the City of Mequon contained herein becomes public upon submittal of this application.

Signature

Date

Revised: November 2017

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Southern Ozaukee Fire and EMS Board of Directors

Position: Director
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Kathleen Schneider

Address: 10424 N. Country Club Drive, 53092
(Include zip code)

Appointment By Mayor: Andrew Nerbun By Alderman _____
(Name)

At Large Appointment: A/L Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: 2 years Appointee Term
Expiration Date: 5/1/2024

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: X

Name of person being replaced: _____

Date submitted to Council: 5/10/22