City of Mequon

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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

Common Council
Tuesday May 11, 2021 - 7:30 PM
or Immediately Following the
Sewer Utility Commission Meeting
Christine Nuernberg Hall/GoToMeeting Platform

Agenda

HYBRID MEETING NOTICE: Pursuant to the current recommendations of the CDC, various regulatory agencies and the WEDC, and to provide safe access to the meeting to those people unwilling or unable to attend in-person because of COVID-19, this meeting will be held both virtually through the GoToMeeting platform and in-person with each member accessing the meeting in the manner they choose. Citizens wishing to attend the meeting are encouraged to watch the live broadcast of the meeting on the City's YouTube Account (https://www.youtube.com/channel/UCZDJETJIa2M-KQgIcEDiyMQ), or on the City's Agenda Management Website (http://mequoncitywi.iqm2.com/Citizens/default.aspx). Citizens may also join the meeting online or by phone. Please go to https://www.gotomeet.me/Mequon/cc to join the meeting online or call into the meeting by dialing 1-866-899-4679 and enter access code 298-967-317. You may also attend the meeting in person at the location listed above.

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

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

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

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

2) Public Hearings:

a) **ORDINANCE 2021-1587** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Micro-Distilleries and Micro-Wineries to the List of Conditional Uses in the Town Center Zoning District; **Recommended by Planning Commission March 22, 2021; First Reading at Common Council April 13, 2021; Further Recommendation Forthcoming by Public Welfare Committee May 11, 2021.**

b) **ORDINANCE 2021-1588** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Outdoor Power Equipment Stores to the List of Conditional Uses in the B-5 (Industrial) Zoning District; **Recommended by Planning Commission March 22, 2021; First Reading at Common Council April 13, 2021; Further Recommendation Forthcoming by Public Welfare Committee May 11, 2021.**

c) **ORDINANCE 2021-1589 -** An Ordinance Amending the Planned Unit Development (Ord. 2014-1424) for the Property Located at 10448 N. Port Washington Road; **Recommended by Planning Commission March 22, 2021; First Reading at Common Council April 13, 2021.**

3) Ordinances:

a) **ORDINANCE 2021-1587** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Micro-Distilleries and Micro-Wineries to the List of Conditional Uses in the Town Center Zoning District; **Recommended by Planning Commission March 22, 2021; First Reading at Common Council April 13, 2021; Further Recommendation Forthcoming by Public Welfare Committee May 11, 2021.**

b) **ORDINANCE 2021-1588** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Outdoor Power Equipment Stores to the List of Conditional Uses in the B-5 (Industrial) Zoning District; **Recommended by Planning Commission March 22, 2021; First Reading at Common Council April 13, 2021; Further Recommendation Forthcoming by Public Welfare Committee May 11, 2021.**

c) **ORDINANCE 2021-1589** - An Ordinance Amending the Planned Unit Development (Ordinance 2014-1424) for the Property Located at 10448 N. Port Washington Road; **Recommended by Planning Commission March 22, 2021; First Reading at Common Council April 13, 2021.**

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

4) Public Officials' Reports:

a) Mayor

b) City Administrator

5) Consent Agenda:

a) Common Council meeting minutes of April 13, 2021

b) Common Council Organizational meeting minutes of April 20, 2021

c) Architectural Board meeting minutes of March 8, 2021

d) Economic Development Board meeting minutes of March 23, 2021

e) Festivals Committee meeting minutes of March 11, 2021

f) Finance-Personnel Committee meeting minutes of March 9, 2021

g) Landmarks Commission meeting minutes of March 19, 2019

h) Park and Open Space Board meeting minutes of March 17, 2021

i) Planning Commission meeting minutes of March 22, 2021

j) Public Safety Committee meeting minutes of March 9, 2021

k) Public Welfare Committee meeting minutes of March 23, 2021

l) Public Works Committee meeting minutes of March 9, 2021

m) Ordinance First Readings

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

1) **ORDINANCE 2021-1591** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code as it Relates to: A) Conditional Uses in Residential Zoning Districts; B) Conservation Subdivision Requirements in the R-1 District; and C) Other Modifications to Sections 58-8 (Definitions) and 58-265 (Agricultural Overlay); **Recommended by Planning Commission Policy Subcommittee March 8, 2021; Recommended by Planning Commission May 3, 2021; Recommendation Forthcoming by Public Welfare Committee May 11, 2021; First Reading.**

2) **ORDINANCE 2021-1592** - An Ordinance Amending Section 50-100 of the Mequon Municipal Code Relating to Sex Offender Residency Restrictions and Child Safety Zones and Creating Chapter 2, Article IX, Division 18 to Establish a Sex Offender Residency Appeal Board; **Recommendation Forthcoming by Public Safety Committee May 11, 2021; First Reading.**

6) **Resolutions:**

a) **RESOLUTION 3838** - A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of an Information Technology Assessment and Strategic Plan with Avèro Advisors, Maryville, Tennessee, in an Amount Not-to-Exceed $54,720; **Recommendation Forthcoming by Finance-Personnel Committee May 11, 2021.**

b) **RESOLUTION 3839** - A Resolution Authorizing a Development Agreement with Blue Ribbon Self Storage III, LLC for a Tax Increment District (TID) No. 5 Development Incentive in the Amount of $462,000 for the Property Located at 10448 North Port Washington Road; **Recommended by Economic Development Board April 27, 2021; Recommendation Forthcoming by Finance-Personnel Committee May 11, 2021.**

c) **RESOLUTION 3840** - A Resolution Appointing Marie A. Keyser to the Position of Acting Finance Director/City Treasurer; **Recommendation Forthcoming by Finance-Personnel Committee May 11, 2021.**

d) **RESOLUTION 3846** - A Resolution Terminating the City of Mequon's Declared Public Health Emergency in Response to COVID-19; **Recommendation Forthcoming by Public Welfare Committee May 11, 2021.**

e) **RESOLUTION 3841** - A Resolution Authorizing an Agreement with the Wisconsin Department of Transportation to Purchase a Temporary Limited Easement at Katherine Kearney Carpenter Park for the I-43 North South Freeway Project; **Recommendation Forthcoming by Public Works Committee on May 11, 2021.**

f) **RESOLUTION 3842** - A Resolution Approving a Policy Revision to the City of Mequon Inflow and Infiltration Reduction Program, and Authorizing Staff to Enter into a Funding Agreement with the Milwaukee Metropolitan Sewerage District; **Recommendation Forthcoming by Sewer Utility District Commission May 11, 2021.**

g) **RESOLUTION 3843** - A Resolution Awarding a Contract to R.A. Smith, Inc., Brookfield, Wisconsin, for Sanitary Sewer Project Inspection Services in the Amount of $58,801; **Recommendation Forthcoming by Sewer Utility District Commission May 11, 2021.**

h) **RESOLUTION 3844** - A Resolution Awarding a Contract for Sanitary Sewer Rehabilitation Work in Various Locations to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the Amount of $189,186; **Recommendation Forthcoming by Sewer Utility District Commission May 11, 2021.**

i) **RESOLUTION 3845** - A Resolution Awarding a Contract for Replacement of a Sanitary Force Main in County Line Road to Globe Contractors Inc., Pewaukee, Wisconsin, in the Amount of $405,684; **Recommendation Forthcoming by Sewer Utility District Commission May 11, 2021.**

7) **Specified Unfinished Business:** None.

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

9) Specified Miscellaneous New Business:

Mayoral Appointments: Jim Doornek, Joint Mequon-Thiensville Bike and Pedestrian Way Commission, Member, At Large; Jenna Daniele, Architectural Board, Alternate Member #2, At Large and Nathaniel Stein, Architectural Board, Regular Member, At Large

10) Potential Closed Session:

The Lakes of Ville Du Parc Condominium Association, Inc. vs. City of Mequon, et al. – Settlement Strategy. The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is involved, and then re-enter open session to take such action as it deems appropriate.

11) Adjourn

Dated: May 6, 2021 /s/ John Wirth, Mayor

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

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2902
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www.ci.mequon.wi.us **Office of Community Development**

TO: **Common Council**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **April 13, 2021**
SUBJECT: **ORDINANCE 2021-1587 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Adding Micro-Distilleries and Micro-Wineries to the List of Conditional Uses in the Town Center Zoning District**

Background

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

Analysis

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

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

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

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

Micro-distilleries may provide the following operations:

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

Micro-distilleries shall not conduct the following operations:

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

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

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

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

Micro-wineries may provide the following operations:

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

Micro-wineries shall not conduct the following operations:

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

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

Fiscal Impact

The fiscal impact is neutral.

Recommendation

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

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

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1587

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

RECITALS

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

B. The Common Council has further determined that wineries and distilleries are appropriate in the Town Center Zoning District as conditional uses.

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

SECTION I

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

Town center breweries, micro-distilleries, micro-wineries

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

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

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

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

Micro-distilleries may provide the following operations:

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

Micro-distilleries shall not conduct the following operations:

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

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

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

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

Micro-wineries may provide the following operations:

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

Micro-distilleries shall not conduct the following operations:

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

SECTION II

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

SECTION III

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

SECTION IV

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

_____

Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

Published: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. A permanent menu board.

b. Customers pay for food before consuming it.

c. A self-service condiment bar is provided.

d. Customers must conduct self-service bussing.

e. Furnishings are hard, finished, stationary seating.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

k. The servicing of firearms is permitted.

l. Sales of firearms is prohibited.

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

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

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

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

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

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

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

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

Micro-distilleries may provide the following operations:

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

Micro-distilleries shall not conduct the following operations:

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

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

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

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

Micro-wineries may provide the following operations:

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

Micro-distilleries shall not conduct the following operations:

a. Fast-food restaurant on premises.

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

b. Drive thru services.

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

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

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

b. Distinct second story dwelling units shall be prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Retail sale of beer on premises.

c. Consumption of beer on premises.

d. Tasting room for samples on premises.

e. Indoor and outdoor event space on premises.

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

Town center breweries may provide the following operations:

a. Sit-down restaurant on premises.

b. Delicatessen on premises.

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

Town center breweries shall not conduct the following operations:

a. Fast food restaurant on premises.

b. Drive thru services.

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

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

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

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

City of Mequon

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

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

Background

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

Analysis

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

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

Fiscal Impact

The fiscal impact is neutral.

Recommendation

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

Attachments:
Exhibit A: Track Changes Ordinance (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1588

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

RECITALS

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

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

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

SECTION I

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

Published: _____

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

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

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

(b) *General requirements.*

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

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

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

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

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

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

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

(8) [Reserved.]

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

(1) Light manufacturing.

(2) Processing.

(3) Wholesaling.

(4) Distribution.

(5) Research and development.

(6) Printing and publication.

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

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

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

(10) Reupholstery and furniture repair.

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

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

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

(1) Barbershops and beauty salons.

(2) Bookstores.

(3) Commercial child day care facilities.

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

(5) Florists (not including greenhouses).

(6) Gift shops.

(7) Pharmacies.

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

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

(10) Lumber and building supply yards.

(11) Transportation terminals.

(12) Warehousing as principal use.

(13) Automobile service facilities.

(14) Satellite dishes and transmission towers.

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

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

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

(18) Fitness centers.

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

(20) Indoor sport shooting range.

(21) Resale furniture and household merchandise.

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

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

(22) Architectural salvage.

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

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

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

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

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

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

(1) Freeways, 50 feet.

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

(3) Local streets, 60 feet.

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

(k) *Open space ratio.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Mequon

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

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

Background

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

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

Analysis

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

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

building.

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

The storage facility hours of operation are 6:00 a.m. to 12:00 a.m. daily as required by the approved conditional use grant.

Fiscal Impact

The estimated value of the storage facility is $6,450,000 with an annual tax revenue for TID No. 5 of approximately $98,000.

Recommendation

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

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

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1589

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

RECITALS

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

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

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

SECTION I

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

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

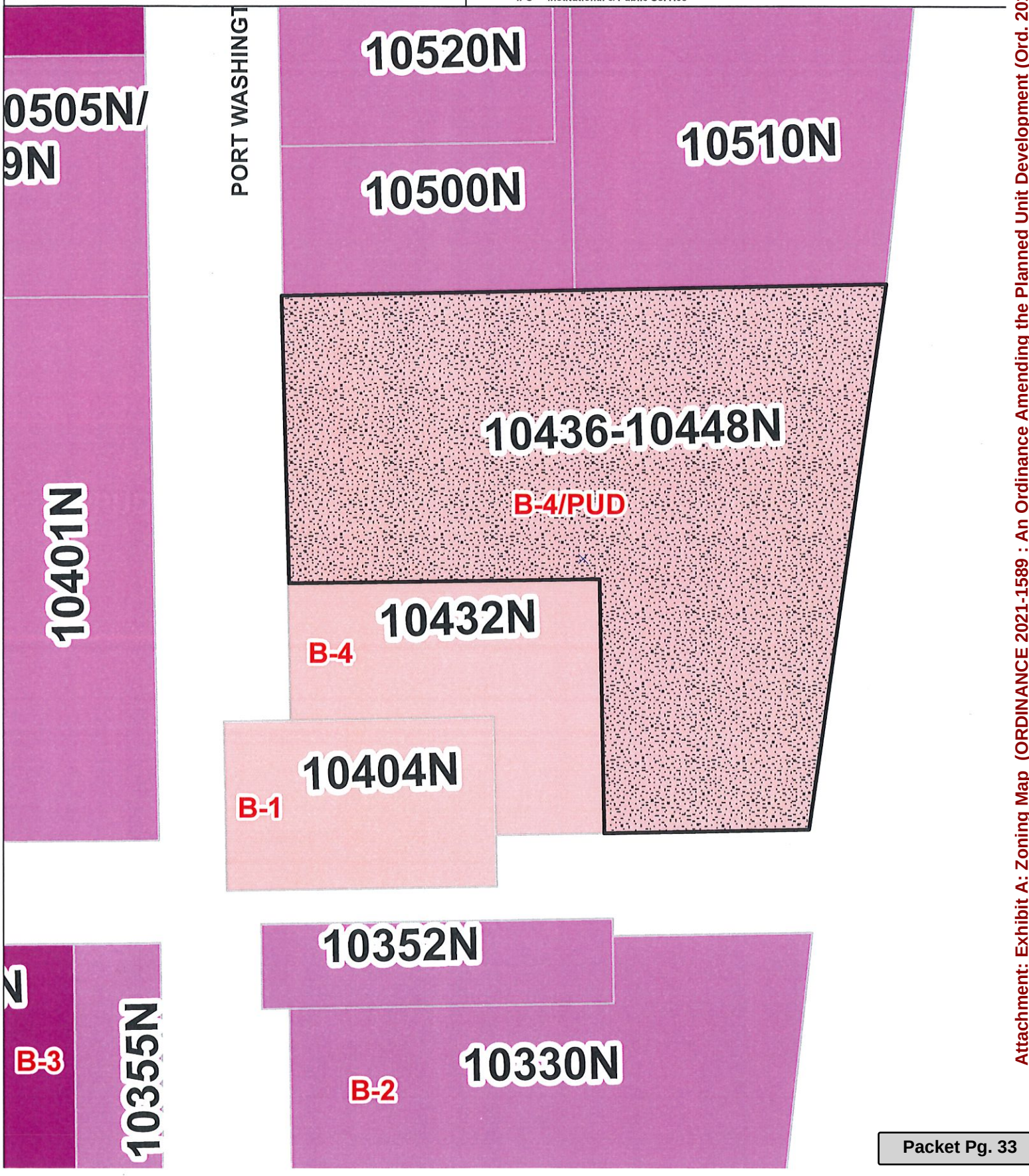
I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

Caroline Fochs, City Clerk

Published: _____

Exhibit A
Anderson Ashton Design

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



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

Exhibit B

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2014-1424

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

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

SECTION I:

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

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

SECTION II:

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

SECTION III:

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

SECTION IV:

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

Exhibit B

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

Approved By: Dan Abendroth, Mayor

Date Approved: 07/14/14

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

Lee Szymborski, City Clerk

Published: _____

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

Exhibit C

1 ARCH SITE PLAN

SITE PLAN AREA		
AREA TYPE	SQUARE FOOTAGE	PERCENTAGE
ASPHALT	23117 SF	14%
BUILDING ADDITION	7056 SF	4%
BUILDING AREA	60748 SF	38%
CELL TOWER & EQUIPMENT	2085 SF	1%
CONCRETE	1718 SF	1%
CONCRETE RAMP	2091 SF	1%
EXISTING ASPHALT	14818 SF	9%
EXISTING CONCRETE	208 SF	0%
GREEN SPACE	47436 SF	30%
POND	632 SF	0%
Grand total	159909 SF	100%

GENERAL SITE NOTES:

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

ASPHALT PAVING WORK

1. FURNISH AND INSTALL A 6" CRUSHED AGGREGATE BASE AT THE ASPHALT PAVING PARKING AREAS.
2. FINE GRADE AND COMPACT STONE BASE.
3. FURNISH AND INSTALL A 4" (TWO LIFTS AVG. THICKNESS COMPACTED ASPHALT PAVEMENT AT TRUCK/DRIVE AREAS
4. FURNISH AND INSTALL ALL PARKING STALL STRIPING, H.C. SYMBOLS, & STOP SIGNS AS PER PLANS.

SITE PLAN LEGEND

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

PRELIMINARY NOT FOR CONSTRUCTION

PROPOSED (ADDITION, REMODEL, NEW) BUILDING FOR:

MEQUON SELF STORAGE

10448 NORTH PORT WASHINGTON RD, MEQUON, WI

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

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

REVISIONS

DRAWN BY: MRP
DESIGNER: WDJF
ISSUE: 2/25/2021 9:47:22 AM
SUBMITTAL DATE: 2/19/2021
SESSION NO.: 2011
CONSTRUCTION NO.: ####

ARCHITECTURAL SITE PLAN

AS01

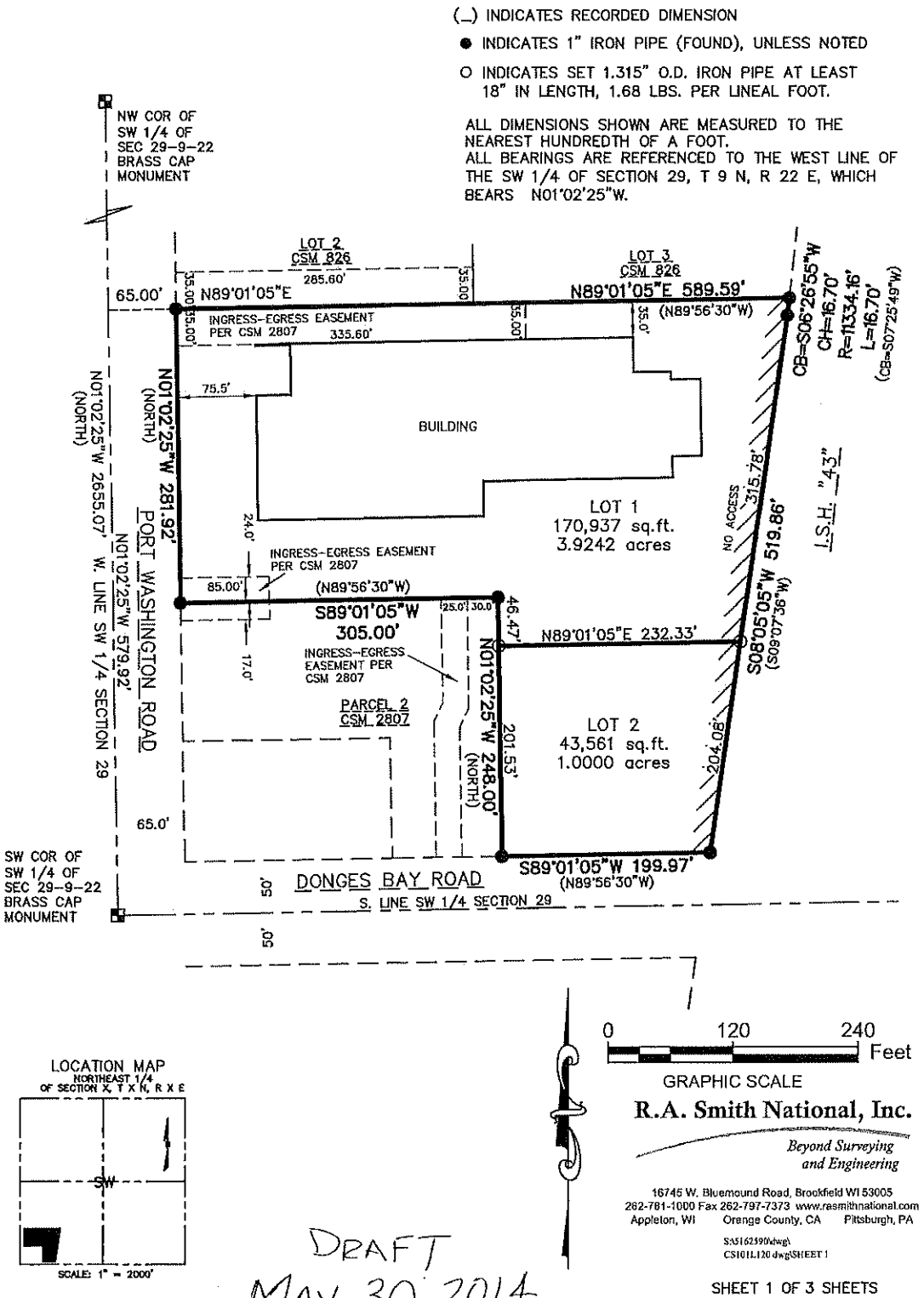
COPYRIGHT PROTECTED 2021

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

Exhibit D

CERTIFIED SURVEY MAP NO. _____

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



DRAFT
MAY 30, 2014

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

CERTIFIED SURVEY MAP NO. _____

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

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
:SS
WAUKESHA COUNTY }

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

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

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

Containing 4.9242 acres or 214,498 square feet.

THAT I have made this survey, land division and map by the direction of 10448 NORTH PORT WASHINGTON ROAD LLC, owner of said lands.

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

THAT I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the Land Division Ordinances of the City of Mequon in surveying, dividing and mapping the same.

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

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

CERTIFIED SURVEY MAP NO._____

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

CORPORATE OWNER'S CERTIFICATE

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

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

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

presents to be signed by _____it's _____

on this _____ day of _____, 2014.

10448 NORTH PORT WASHINGTON ROAD LLC

_____

STATE OF WISCONSIN }
:SS
OZAUKEE COUNTY }

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

_____
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____

CITY OF MEQUON PLANNING COMMISSION APPROVAL

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

of_____, 2014.

_____
CHAIRPERSON

_____
SECRETARY

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

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

Exhibit E

SITE AERIAL

ANDERSON ASHTON DESIGN / BUILD

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

SOUTHWEST CORNER

ANDERSON ASHTON DESIGN / BUILD

OFFICE

ANDERSON ASHTON DESIGN / BUILD

WEST FACE

ANDERSON ASHTON DESIGN / BUILD

SITE AERIAL AT DAWN

ANDERSON ASHTON DESIGN / BUILD

SOUTHWEST CORNER AT DAWN

ANDERSON ASHTON DESIGN / BUILD

OFFICE AT DAWN

ANDERSON ASHTON DESIGN / BUILD

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

City of Mequon

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

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

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

Background

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

Discussion

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

Fiscal Impact

None.

Recommendation

On April 13, 2021, the Finance-Personnel Committee approved a motion recommending adoption of the proposed ordinance amendment by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1590

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

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

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

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

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

E. The regulation of the sale of alcohol within the City furthers the health, safety, and welfare of the community.

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

SECTION I

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

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

SECTION II

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

and provisions shall remain in full force and effect.

SECTION III

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

SECTION IV

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

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____
Caroline Fochs, City Clerk

Published: _____

City of Mequon

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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

draft

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

Minutes

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

Mayor Wirth called the meeting to order at 7:30 PM.

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

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Finance Director Krueger, City Engineer/Public Works Director Lundeen, Engineering Technician Dandy, Police Chief Pryor, Fire Chief Bialk, Deputy Fire Chief Zellman, Parks and Forestry Superintendent Gies, Robert Henken, President at Wisconsin Public Policy Forum, Inc., press and interested public.

2) Public Hearing:

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

Motion to open the public hearing for **RESOLUTION 3819**.

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

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

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

Motion to close the public hearing for **RESOLUTION 3819**.

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

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

3) Resolution:

a) **RESOLUTION 3819 -** A Final Resolution Regarding Industrial Development Revenue Bond Financing For Copps Industries, Inc. Project.

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

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

4) Public Officials' Reports:

a) Mayor: The Mayor announced that he is looking for volunteers to serve on the City's Architectural Review Board, specifically from Districts 5 and 8, as well as two regular members. Interested candidates should contact the Mayor.

b) City Administrator: City Administrator Jones announced that Midland Health has administered nearly 1300 first doses of the COVID-19 vaccine during 7 clinic dates here at City Hall. Clinics will continue through early May. Please check the City website for clinic dates and times.

5) Consent Agenda:

a) Common Council meeting minutes of March 9, 2021.
b) Board of Police and Fire Commissioners meeting minutes of February 2, 2021.
c) Festivals Committee meeting minutes of February 11, 2021.
d) Finance-Personnel Committee meeting minutes of February 9, 2021.
e) Mequon Municipal Water Utility Commission meeting minutes of November 10, 2020.
f) Milwaukee River Advisory Committee meeting minutes of June 3, 2020.
g) Park and Open Space Board meeting minutes of February 17, 2021.
h) Public Safety Committee meeting minutes of February 9, 2021.
i) Public Welfare Committee meeting minutes of February 9, 2021.
j) Public Works Committee meeting minutes of February 9, 2021.

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

k) Ordinance First Readings

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

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

RESULT: **First Reading**

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

RESULT: **First Reading**

3) **ORDINANCE 2021-1589** - An Ordinance Amending the Planned Unit Development (Ord. 2014-1424) for the Property Located at 10448 N. Port Washington Road.

RESULT: **First Reading**

4) **ORDINANCE 2021-1590** - An Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale of Intoxicating Liquor for Off-Premises Consumption.

RESULT: **First Reading**

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

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

The Common Council convened as the Committee of the Whole at 7:40 PM.

6) Committee of the Whole:

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

Robert Henken, President at the Wisconsin Public Policy Forum, Inc., summarized the Phase I Feasibility Analysis of Fire & EMS Services that was recently completed in Ozaukee County. Ten communities participated in this study. Once the Public Policy Forum has the opportunity to present the findings to each of the ten communities' governing bodies it is likely each municipality will make decision(s) on how to proceed. Key issues that emerged as a result of the study are: 1) call volume is growing, 2) there is little use of full-time staff, 3) response times in Mequon are an average of 9.5 minutes, and 4) Fire and EMS per capita spending is on the lower end. The following 3-Tier System was identified: 1) Tier 1 Near

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

Term Option - Four 24/7 paramedics to supplement EMS capability of existing department and add full-time staff countywide; 2) Partial Consolidation Option - Two departments consolidate their operations for cost sharing of enhanced full-time staffing or consolidate the nine departments into two county departments (north/south); 3) Full Consolidation Option - Ozaukee County is served by a single consolidated department that uses mostly full-time staff, but also could be served by a combination of full-time and part-time staff. All departments need immediate consideration, and while collaboration is more cost efficient, substantial taxpayer contributions will be expected. Many options could be phased in to aid financially.

Discussion ensued on turnout time vs response time, geographics of Mequon related to response times and number of fire stations in our community, staffing a paid-on-call system in the future, and First Response Program.

b) Reconvene as the Common Council

The Committee of the Whole reconvened as the Common Council at 8:18 PM.

7) Ordinances:

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

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

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

8) Resolutions:

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

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

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

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

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

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 3822** - A Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051.

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

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

d) **RESOLUTION 3823** - A Resolution Approving an Agreement for Delinquent Personal Property Tax Account Collection Services with Waukesha County, Wisconsin.

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

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

e) **RESOLUTION 3824** - A Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon.

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

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

f) **RESOLUTION 3825** - A Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of $62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC.

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

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

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

g) **RESOLUTION 3818** - A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennicke and Schmit Fields During the 2021 Season in the Amount of $15,500.

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

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

h) **RESOLUTION 3826** - A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same.

Public Works Director Lundeen explained that both agreements, the state municipal agreement with WisDOT and the intergovernmental agreement with Ozaukee County were previously approved. The majority of the changes are administrative as requested by WisDOT. The fiscal responsibility for Mequon remains the same.

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

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

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

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

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

j) **RESOLUTION 3828** - A Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller from Centex Equipment Sales of Early, Texas for a Total Cost of $39,000.

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

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

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

k) **RESOLUTION 3829** - A Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19.

The Public Works Committee unanimously approved recommending Option #1, transitions from restrictions in 2020 Policy towards full reopening. Standard Operating Procedures would be put back in place and we would follow the Ozaukee and Washington County Health Department COVID-19 guidelines. Director Lundeen indicated that all super pass pools which includes the Village of Grafton, the City of Cedarburg and the City of Port Washington, will be open in 2021 and capacity allowance will be the only Health Department restriction that will remain.

Motion to approve the Public Works Committee recommendation of Option #1.

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

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

l) **RESOLUTION 3830** - A Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, in an Amount Not-to-Exceed $188,000.

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

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

m) **RESOLUTION 3831** - A Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee, Wisconsin in an Amount Not-to-Exceed $181,000.

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

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

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

n) **RESOLUTION 3832** - A Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson, Wisconsin, in the Amount of $1,047,750.

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

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

o) **RESOLUTION 3833** - A Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement of Brookfield, Wisconsin in the Amount of $487,000.

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

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

p) **RESOLUTION 3834** - A Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of Street Lights in Phase I of the Mequon Business Park at a Cost of $275,000.

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

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

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

Discussion ensued on current pricing and multi-use capabilities. Director Lundeen reiterated that this resolution is to authorize exceeding the Public Works Equipment Replacement Capital Account and any actual purchase will come before the Council for approval. The eventual purchase would be for an additional piece of equipment not replacement equipment.

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

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

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

r) **RESOLUTION 3836** - A Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of $25,000.

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

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

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

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

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

9) Specified Unfinished Business: None.

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

11) Specified Miscellaneous New Business: None.

12) Adjourn

Motion to adjourn at 8:58 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

Attachment: 04-13-21_CC Accela minutes (6134 : Common Council meeting minutes of April 13, 2021)

City of Mequon

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Office of the City Clerk
Taped and Televised

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COMMON COUNCIL
Annual Organizational Meeting
Tuesday, April 20, 2021 - 7:00 PM
Virtual Meeting

Minutes

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

Mayor Wirth called the meeting to order at 7:00 PM.

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

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

2) Report of April 6, 2021 Election Results

City Clerk Fochs announced that Brian Parrish was re-elected to District 6 for a three-year term, Kathleen Schneider was re-elected to District 7 for a three-year term, and Andrew Nerbun was re-elected to District 8 for a three year term.

3) City Clerk to administer Oath of Office to Incoming Aldermen

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

a) Alderman Parrish, District 6
b) Alderman Schneider, District 7
c) Alderman Nerbun, District 8

Attachment: 04-20-21_CC Organizational_Draft minutes (6171 : Common Council Organizational meeting minutes of April 20, 2021)

4) Common Council President

a) Nominations

1) Alderman Dale Mayr nominated himself for Common Council President.
2) Alderman Kathleen Schneider nominated herself for Common Council President.
3) Alderman Robert Strzelczyk nominated himself for Common Council President.

With no other nominations proposed, Council members proceeded to electing the Common Council president.

b) Election

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

City Clerk Fochs announced Alderman Strzelczyk received two votes, Alderman Mayr received one vote and Alderman Schneider received five votes. The Mayor declared Alderman Kathleen Schneider the new Common Council President.

Motion to suspend the rules and vote for the Planning Commission Aldermanic Representative Appointments, Common Council Aldermanic Appointments and Standing Committee Assignments all at once.

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

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

5) Planning Commission Aldermanic Representative Appointments

a) Nomination by Common Council President

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

b) Common Council Confirmation by Majority Vote

6) Common Council Aldermanic Representative Appointments

a) Economic Development Board

Common Council President Schneider recommended Alderman Parrish as the Aldermanic Representative to the Economic Development Board, and Alderman Hansher as the Alternate.

Attachment: 04-20-21_CC Organizational_Draft minutes (6171 : Common Council Organizational meeting minutes of April 20, 2021)

b) Frank L. Weyenberg Library Board of Trustees

Common Council president Schneider recommended Alderman Hansher as the Aldermanic Representative to the Frank L. Weyenberg Library Board of Trustees.

c) Park and Open Space Board

Common Council President Schneider recommended herself as the Aldermanic Representative to the Park and Open Space Board, with Alderman Parrish 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.

The Common Council did not convene as the Committee of the Whole.

Common Council President Schneider presented the following recommendations for the standing committee assignments:

7) Convene as Committee of the Whole

a) Nominate and Confirm Standing Committee Assignments

i)	Finance-Personnel Committee:	Alderman Hansher Alderman Bushee Alderman Strzelczyk
ii)	Public Safety Committee:	Alderman Gierl Alderman Mayr Alderman Nerbun
iii)	Public Welfare Committee:	Alderman Bushee Alderman Gierl Alderman Schneider
iv)	Public Works Committee:	Alderman Parrish Alderman Mayr Alderman Nerbun

Motion to approve all the Common Council President's recommendations.

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

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

8) Reconvene as Common Council

Attachment: 04-20-21_CC Organizational_Draft minutes (6171 : Common Council Organizational meeting minutes of April 20, 2021)

9) New Business:

a) Designation of Official City Newspaper

Motion to designate the News Graphics as the Official City Newspaper for the City of Mequon during the 2021-2022 legislative year.

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

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

b) Mayoral and Aldermanic Appointments

Motion to approve all Mayoral and Aldermanic appointments.

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

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

10) Adjourn

Motion to adjourn at 7:18 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski

Attachment: 04-20-21_CC Organizational_Draft minutes (6171 : Common Council Organizational meeting minutes of April 20, 2021)

City of Mequon

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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, March 8, 2021
6:30 PM
Via Teleconference GoToMeeting

Minutes

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

Present: Chairman Scott Reed

Members at Large: Dawn Sederholm, Paul Apfelbach, John Mikkelson,

Aldermanic District Members: Tom Irvin, Carol Zolot, Jason Dozark

Building Inspector: Mike Hadley

2. **Meeting Minutes**

Minutes from the February 8, 2021 meeting were approved by At-Large Member, Paul Apfelbach and seconded by Chairman At-Large, Scott Reed.

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:30 pm	**New Single-Family Side x Side Condominiums with and without sunroom**	David Hoff Development 5951 W. Woods Court and 12448 N. Crane Bay Court Subd: The Woods at Highland Park	Cont: Northtrack Construction Arch: Architectural Develop. Serv.

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

Conditions: Plans approved as submitted.

Attachment: Arch Board minutres_03-08-21 (6139 : Architectural Board meeting minutes of March 8, 2021)

2)	Dist. 3 6:35 pm	**Addition:** **Attached Garage**	Cliff & Laura Hook 11416 N. Glenwood Drive Subd: Solar Heights	Cont: Mikkelson Builders Arch: Fred Dahms Jr.

Moved to Approve: Irvin
Seconded by: Dozark
Abstained: Mikkelson
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted.

3)	Dist. 5 6:45 pm	**New Single-Family** **Residence**	Koben & Debbie Miceli 2348 W. Saddlebrook Lane Subd: Saddlebrook Park	Cont: Regency Builders Arch: Steve Wollersheim

Moved to Approve:
Seconded by:

CANCELED

Approved:
Vote:

Conditions:

4)	Dist. 6 6:50 pm	**Addition:** **Attached Garage**	Catherine Frohman 10412 N. Sunflower Court Subd: North Shore Estates East	Cont: Creative Fabricators Arch: Minser Design

Moved to Approve: Apfelbach
Seconded by: Mikkelson
Opposed: Reed
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted

Attachment: Arch Board minutres_03-08-21 (6139 : Architectural Board meeting minutes of March 8, 2021)

5)	Dist. 7 7:00 pm	**Addition:** **Second Story**	Mark & Tammy Smith 10022 N. LaCresta Drive Subd: Town & Country	Cont: 12 Gauge Construction Arch: Patti Freymuth

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

Conditions: Plans approved as submitted with the following conditions:
1. Add matching transom window with shutters to second story on North elevation
2. All windows and doors to match with grids

6)	Dist. 7 7:10 pm	**New Single-Family Residence with Cabana**	Joe & Jill Kohli 9920 N. Range Line Road Subd: N/A	Cont: Mikkelson Builders Arch: Fred Dahms Jr.

Moved to Approve: Irvin
Seconded by: Reed
Abstained: Mikkelson
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted with the following condition:
1. Add stone beltway between sliding doors on left elevation

7)	Dist. 7 7:15 pm	**Re-Submittal:** Carport Tabled at 2/8/21 Meeting	Michael Trotnow 9637 N. Port Washington Lane Subd: N/A	Cont: Owner Arch: Owner

Moved to Approve: Apfelbach
Seconded by: Mikkelson
Opposed: Reed
Approved: Yes
Vote: Unanimously

Conditions: Re-Submitted plans approved

4. **Action:**

Chairman At-Large, Scott Reed made a motion to adjourn
At-Large Member, Paul Apfelbach seconded the motion
A vote was taken; vote passed unanimously

Meeting adjourned at 7:53

Attachment: Arch Board minutres_03-08-21 (6139 : Architectural Board meeting minutes of March 8, 2021)

City of Mequon

See Agenda Packet for
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Attachment: EDB minutes_03-23-21 (6221 : Economic Development Board meeteing minutes of March 23, 2021)

ECONOMIC DEVELOPMENT BOARD
Tuesday, March 23, 2021
8:00 AM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:
Chair Timothy Carr
Alderman Kathleen Schneider
Board Member Daniel Gannon – arrived late at 8:40 am
Board Member Michael Kramer
Board Member James Baka
Board Member Bruce Sipiora
Board Member Andrew Petzold -- **Absent**
Board Member Rick Shneyder -- **Absent**

Chair Carr called the meeting to order.

2) Approval of Meeting Minutes from January 26, 2021

Action
Mr. Baka made a motion to approve the meeting minutes from January 26, 2021.
Ald. Schneider seconded the motion.
A voice vote was taken; vote passed (5-0)

RESULT:	**{Unanimous}**
MOVED BY:	**Baka**
SECONDED BY:	**Alderman Schneider**
AYES:	Kramer, Carr, Schneider, Baka, Sipiora
ABSENT:	Petzold, Gannon, Shneyder

3) Gloria Rosenberg Acknowledgment of Volunteer Service

Dir. Tollefson stated that a letter of recognition will be sent to Gloria in recognition of her years of service.

4) Port Washington Road Redevelopment

Dir. Tollefson stated that staff has provided the Board with a lot of baseline information over the past several months. Some of it was related to the new zoning districts that have been created along Port Washington Road, north of Highland Road. One major objective of the Policy Subcommittee was not to have duplicate land uses south of Highland Road and for there to be a clear distinction between the two sections of the corridor. Some of the features in the corridor north of Highland Road include:

- More rural in character; site planning as well as the architectural (less massing, further setbacks from Port Washington Road).
- West side has mostly single-family residential.
- East side is a mix of some industrial style uses and senior family housing. There is some opportunity for some single-family housing if the market responds.

Some of the opportunity for uses south of Highland Road include office, retail and hospitality uses.

There are 4 planning elements that should be considered in an all-inclusive package:

- Economic Tools
- Regulatory Standards
- Design Standards
- Beautification - beyond what happens from the private sector.

These 4 elements were broken into 3 categories in a chart provided in the Board packet:

- Reactional – low risk
- Moderate – allow for some incentive and create distinctions within the corridor.
- Proactive – the city prompts the private market and offers some assistance to get projects redeveloped. This is a higher risk approach but has a greater impact in a shorter time.

Asst. Dir. Zader presented a power point presentation (included in the Board packet) and talked through various projects in the city and what category each project falls into and how the process has worked. The examples include:

- Town Center – Foxtown and Artesa - proactive approach, located in the TC TIF district (public investment, water main, public sidewalk, street frontage changes), offered pay as you go incentives and the zoning code allowed for higher densities. Deemed a very successful project.
- Spur 16 – proactive approach, solicited city owned land for sale, public investment, part of TIF, successful redevelopment.
- Spectrum – proactive approach, the city buried a portion of the power line; beautification of the corner. Successful in a timely manner.
- Port Washington Road – Marathon Buildings –somewhat moderate approach - not in a TIF district; not able to offer incentives, although there was improvement to the buildings; it was a lost opportunity for a more substantial redevelopment of the site.

Attachment: EDB minutes_03-23-21 (6221 : Economic Development Board meeteing minutes of March 23, 2021)

- Port Zedler Motel – in a TIF district, only enforcement has been taken; raze order in place. Waiting for the owner to sell, not much action taken. Small parcel with limited options.
- The Pavilions – in TIF district, but did not quality for incentive, staff asked the developer to make more significant changes, but they were not willing to do so.
- 10448 N. Pt. Wash Rd – old warehouse building, in TIF district, self-storage facility proposed, applicant will most likely request TIF incentive, result will be a modified building with cosmetic changes, but a less than desirable land use.
- Alpine Village – not in a TIF district, enforcement ordered a razing order, the city recently modified the zoning district, no redevelopment so far. May be a long time before redevelopment occurs.

The Board discussed the various areas of the city and what may be the most desirable for redevelopment. They also discussed meeting with the Common Council ("CC") and Planning Commission ("PC") to gauge the interest of those committees to provide additional incentives for developers.

Dir. Tollefson stated that the next steps are for staff to take a closer look at some of the areas discussed and to bring back to the Board some specific locations and strategies to vet through together. At that point, there may be enough material for a package to be presented to the CC and PC for a joint meeting.

5) Staff Updates

Dir. Tollefson gave an update on current project:

- Ascension Medical - construction has started on the medical office. There is interest from developers about residential development on the remainder of that parcel as it is the only parcel in that corridor served by public sewer. Due to the interest from developers, there is a slight modification to the zoning district standards to allow for slightly higher densities for that site.
- Ulao Creek property owners and other residential developers are expressing interest for some new developments and projects.
- The self-storage project is moving through the approval process.
- ICAP is proposing a new multi-tenant building with a fast-food restaurant and drive thru.
- Foxtown has added many new tenants to their project including a bakery, bike shop and specialty meat and cheese shop.
- Spur 16 has had some tenant turnover at the Public Market, but they are near full occupancy again with new tenants. The residences at Spur 16 are all near full occupancy.
- Foxtown Distillery text amendment was approved allowing alcohol beverages other than beer to be served.

6) Announcements

The next meeting will be Tuesday, April 27, 2021 at 8:00 a.m.

Attachment: EDB minutes_03-23-21 (6221 : Economic Development Board meeteing minutes of March 23, 2021)

7) Adjourn

Action
Ald, Schneider made a motion to adjourn the meeting.
Mr. Kramer seconded the motion.
A voice vote was taken; vote passed (6-0)

Respectfully Submitted,

Kim Tollefson
Director of Community Development

Attachment: EDB minutes_03-23-21 (6221 : Economic Development Board meeteing minutes of March 23, 2021)

City of Mequon

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

Minutes

1) Call to Order, Roll Call

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

Also Present: Executive Assistant Prosser

2) Approval of Meeting Minutes

a. February 2021 Minutes

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

AYES:	Hildebrand, White, Luchins, Nerbun, Fussell

3) Election of Vice-Chair

Committee Chair Nerbun made a motion to nominate Member Kirsten Hildebrand as Vice-Chair, seconded by Member Fussell.

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

AYES:	Hildebrand, White, Luchins, Nerbun, Fussell

4) Discussion Items

a. Taste of Mequon 2021 (continued)

Attachment: Festivals minutes_03-11-21 (6239 : Festivals Committee meeting minutes of March 11, 2021)

At the Committee's February 11, 2021 the Committee decided to continue their discussion on Taste of Mequon 2021 at their March meeting pending further information on the Mequon Thiensville Education Foundation's Color Run and local events. Committee Chair Nerbun reported that she has not heard from the organizers at the Foundation on whether they plan to host a Color Run. The Committee briefly discussed whether to extend the event into Sunday and decided that this is not the year to make a change. The topic of extending the event into Sunday will be held over for discussion at a future meeting.

b. Set Taste of Mequon Date & Time

A motion was made by Member Hildebrand to set the date for Taste of Mequon on Saturday, September 11, 2021, seconded by Member White. The time for the event was set at noon - 9:00 p.m.

c. Approve 2021 Proposed Budget

Committee Chair Nerbun reviewed the proposed budget with the members of the Committee. Ms. Nerbun suggested lowering the sponsorship goal by $3,000 given the fact that businesses have struggled over the past year, in which case, they may not have the resources available. Ms. Nerbun suggested scaling the event back in the children's area given the uncertainty with COVID which would save on entertainment costs. A concern was raised that families would not come to the event if entertainment in the children's area was scaled back.

A motion was made by Member Fussell to approve the 2021 proposed budget as presented, seconded by Member Hildebrand.

RESULT:	**Approved by Voice Acclamation [4 to 1]**
MOVED BY:	Committee Member Fussell
SECONDED BY:	Committee Member Hildebrand

AYES:	Hildebrand, White, Luchins, Fussell
NAYS:	Nerbun

d. 2021 Event Forms

The Committee set the application deadline for Friday, June 4, 2021.

Member Hildebrand made a motion to approve the 2021 vendor applications, seconded by Member White.

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

AYES:	Hildebrand, White, Luchins, Nerbun, Fussell

e. Committee Member Event Assignments

Attachment: Festivals minutes_03-11-21 (6239 : Festivals Committee meeting minutes of March 11, 2021)

The Committee agreed to discuss event assignments at a future meeting.

f. Event Cover Charge

The Committee discussed the feasibility of collecting an event cover charge and determined it would be hard to manage with the current size of the Committee. A suggestion was made to look into other opportunities to help with event expenses. The Committee decided to discuss at a future meeting.

g. Social Media

The discussion on social media will be held over to a future meeting.

5) Information Items

a. Work Plan

The Committee did not have any changes to the work plan.

6) Next Meeting Date and Time: April 8, 2021; 6:30 p.m.

7) Motion to adjourn the meeting at 7:22 PM.

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

AYES:	Hildebrand, White, Luchins, Nerbun, Fussell

Respectfully Submitted,

Lina Prosser
Executive Assistant

Attachment: Festivals minutes_03-11-21 (6239 : Festivals Committee meeting minutes of March 11, 2021)

City of Mequon

See Agenda Packet for
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Mequon, WI 53092
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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, March 9, 2021
7:00 PM
Virtual Meeting

Minutes

I) Call to Order

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

The meeting started at 7:00 PM. Also present, Will Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Kaitlyn Krueger, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk, David Bialk, Fire Chief, Brian Sajdak, City Attorney and Dale Mayr, Alderman.

II) Approve Meeting Minutes

1. February 9, 2021 Minutes

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

III) License Applications

1. March 2021 Licenses

No comments or discussion from the Committee.

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

AYES:	Bushee, Nerbun, Strzelczyk

IV) Vouchers for Payment

Attachment: March 9, 2021 Minutes (6133 : March 9, 2021 F&P Minutes)

1. February 2021 Voucher Approval List

No comments or discussion from the Committee.
RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Strzelczyk

AYES:	Bushee, Nerbun, Strzelczyk

V) Resolutions

Action requested: review and recommend approval

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

No comments or discussion from the Committee.
RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Strzelczyk

AYES:	Bushee, Nerbun, Strzelczyk

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

Assistant City Administrator Justin Schoenemann stated staff is recommending amending the City of Mequon's Emergency Medical Leave (EML) benefits to address the availability of the COVID-19 vaccine at the recommendation of Labor Counsel. Mr. Schoenemann explained Section E states that a full-time or part-time City employee may use up to one day's worth of EML time in the event the employee experiences adverse medical side-effects that onset within 48 hours after receipt of the vaccine. Also, Section I states that once the vaccine becomes available to an employee, he or she will have thirty days to begin the vaccination process by receiving the first vaccine and completing the vaccine series as soon as possible.

Alderman Bushee asked if the City still has the benefits if someone contracts COVID-19. Mayor Wirth responded "yes." This revision to the policy states that if an employee chooses not to get the vaccine when it becomes available to them and subsequently contracts COVID-19 after that, EML benefits will not apply. The employee would have to use PTO or other banks of time off to recover from the illness.

Alderman Strzelczyk asked if 30 days is enough time to get the vaccine. Mr. Schoenemann pointed out the clause "the City has the right to determine whether extenuating circumstances apply" and stated should an employee make an effort at getting the vaccine but cannot get it within 30 days due to dosage availability, the City will work with them.
RESULT: **Approved by Voice Acclamation [Unanimous]**

Attachment: March 9, 2021 Minutes (6133 : March 9, 2021 F&P Minutes)

MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Bushee

AYES:	Bushee, Nerbun, Strzelczyk

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

Finance Director Krueger explained this resolution as moving the salary savings from the three unfilled Battalion Fire Chief positions to the Public Safety Building Repairs Account.

Alderman Bushee expressed that these funds should go back to the general fund and then the Committee can do a second vote on moving that money to the Building Repairs Account. Alderman Bushee feels this would be proper procedure. Alderman Strzelczyk agreed with Alderman Bushee in that this resolution should be broken into two votes just based on principle and best practice. Alderman Mayr mentioned the Future of Our Fire Department Committee is 100% behind moving the savings in salaries to building repairs due to the fact the Fire Department is in need of building repairs that have been put off for quite some time. Alderman Nerbun agreed and stated he does not view this as a violation of process, is fine with bifurcating the vote, but ultimately that would not change his mind.

Mr. Jones pointed out that the City is not moving the salary savings into the General Fund because the money is already in the General Fund. Mayor Wirth stated the first motion will be to reduce the Salaries line item by $90,000 and the second motion will be to increase the Public Safety Buildings/Repairs line item by $90,000.

The first motion was moved by Alderman Bushee and seconded by Alderman Strzelczyk. All voted in favor "aye." The second motion was moved by Alderman Bushee and seconded by Alderman Strzelczyk. All voted in favor "aye."

RESULT: **Approved with Amendments [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Strzelczyk

AYES:	Bushee, Nerbun, Strzelczyk

VI) Discussion Items

1. Draft IT RFP

Justin Schoenemann stated that as part of the 2021 Budget, the Council approved funds within the Information Technology (IT) Budget to be spent on an IT Needs Analysis. Mr. Schoenemann plans on issuing the RFP the subsequent morning if the Committee has no amendments or concerns.

Attachment: March 9, 2021 Minutes (6133 : March 9, 2021 F&P Minutes)

Alderman Bushee wants to make sure the City takes into account the improvement recommendation(s) of the IT contractor and actually spends the money on those improvements.

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

AYES:	Bushee, Nerbun, Strzelczyk

2. Work Plan

No comments or discussion from the Committee.

VII) Adjourn

A motion to adjourn was made at 7:24 PM by Alderman Strzelczyk and seconded by Alderman Bushee. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

Attachment: March 9, 2021 Minutes (6133 : March 9, 2021 F&P Minutes)

City of Mequon

Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2924
Fax: 262-242-9655

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

LANDMARKS COMMISSION
Regular Meeting
Tuesday, March 19, 2019 - 6:00 PM
Virtual Meeting

Minutes

1) Call to Order

Chair Schaefer called the meeting to order at 6:00 PM.

Present:
James Schaefer
Jean Johnson
Cynthia Collyer
Mark Rebholz
Martin Choren

Also present: Building Inspections Supervisor Paul Launer.

2) Approval of meeting minutes; November 26, 2018.

RESULT:	**Approved by Voice Acclamation [5 to 0]**
MOVED BY:	Commissioner Choren
SECONDED BY:	Commissioner Rebholz

AYES:	Schaefer, Johnson, Collyer, Rebholz, Choren

3) Discussion and Action on a Certificate of Appropriateness for the proposed exterior alterations to the property at 8414 W County Line Rd.

The Commission reviewed and conditionally approved the project. Condition: Remove two awning windows on East elevation.

Attachment: Landmarks mins_03-19-19 (6201 : Landmarks Commission meeting minutes of March 19, 2019)

RESULT:	**Approved by Voice Acclamation [5 to 0]**
MOVED BY:	Commissioner Rebholz
SECONDED BY:	Commissioner Johnson

AYES:	Schaefer, Johnson, Collyer, Rebholz, Choren

4) Adjourn

Motion to adjourn at 6:05 PM.

RESULT:	**Approved by Voice Acclamation [5 to 0]**
MOVED BY:	Commissioner Johnson
SECONDED BY:	Commissioner Collyer

AYES:	Schaefer, Johnson, Collyer, Rebholz, Choren

Respectfully Submitted
Karen Heil

Attachment: Landmarks mins_03-19-19 (6201 : Landmarks Commission meeting minutes of March 19, 2019)

City of Mequon

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

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

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

Minutes

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

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

Also present were Parks and Forestry Superintendent Gies, Administrative Assistant Deuster, and students from the Fresh Coast Guardians Program.

2) Approval of Meeting Minutes

a. February 17, 2021 Minutes

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

AYES:	Bratt, Plier, Marchese, Parrish, Hurtado, Lhost, Lysaught, Usowski, Vite

3) Discussion Item

a. Fresh Coast Guardians Presentation from MMSD

Attachment: Park and Open Space minutes_03-17-2021 (6223 : Park and Open Space Board meeting minutes of March 17, 2021)

Board Member Bre Plier, member of the Milwaukee Metropolitan Sewerage District, provided background on the Fresh Coast Resource Center and one of the items that came to mind while being on the board and a part of a conservation committee on an homeowner's association she lives in. There needs to be additional guidance for people that are doing landscape management or need to manage open areas as a community that one of the things the Fresh Coast Resource Center does is provide tools to do that. As a former Master of Urban Planning Student at UWM, she connected with the Applied Planning Workshop, so working with graduate students to help the Fresh Coast Resource Center develop the conservation, landscape type guidebook. The Fresh Coast Resource Center members are here to present the document and receive feedback from the Park and Open Space Board.

Presenters from Masters of River Planning Students at UWM: Michael Lewis, Michelle Johnson, and Ali Gooch

Parks and Forestry Superintendent Gies provided feedback that the group should look into municipalities and that some might already have stewardship plans for their subdivisions that would have a conservation or landscape management plan. Some residents when he has spoke about plans once residents get to the cost they lose interest in the projects. Having an incentive for small groups would be good to keep a buyin and interest.

After the presentation questions brought forth for the board were:

Is this that board feels could be useful for individual residents? Any resources that may be useful for their studies?

Parks and Forestry Superintendent Gies stated that he felt that if a stewardship group approached him looking for information, he would be able to refer to this guidebook for additional information.

4) Action Item

Discussion and Possible Action

a. Memorandum of Understanding with MTLL/Mequon Heat and BOSS Baseball Academy for Banners in Parks

Parks and Forestry Superintendent Gies provided a Memorandum of Understanding with Mequon Thiensville Little League/Mequon Heat and BOSS Baseball Academy for banners at fields in Rotary, River Barn, and Lemke Park. This is an agreement with the City that the user groups will provide the banner templates to the City for approval, maintain the banners during the designated time frame, and remove-store at the end of the season. The funds raised by user groups will be designated to the City and improvements toward the fields.

b. BOSS Baseball Academy Batting Cage Proposal at Lemke Park

Parks and Forestry Superintendent Gies provided the BOSS Baseball Academy Batting Case Proposal. BOSS Baseball is looking to move their current batting cage to behind the big field and upgrade the cage. This would be up during the regular season and stored in the off

Attachment: Park and Open Space minutes_03-17-2021 (6223 : Park and Open Space Board meeting minutes of March 17, 2021)

season. Mike also provided the board the location on a map and how it would not affect the Lemke Master Plan for any future updates.

c. Recommending Approval of the Architectural/Engineering/Design Services for a Combined Restroom, Concession and Storage Facility at the City of Mequon's Lemke Park

Parks and Forestry Superintendent Gies provided the board the final copy of the Combined Restroom, Concession and Storage Facility at Lemke Park Design RFP along with proposed schedule options for release. The funds for this RFP would come from Park Impact Fees. There would be a subcommittee to meet and score the proposals submitted. This is a design that would allow for user groups to fundraise and provide other funding sources.

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

AYES:	Bratt, Plier, Marchese, Parrish, Hurtado, Lhost, Lysaught, Usowski, Vite

d. **RESOLUTION 3818** A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennicke and Schmit Fields During the 2021 Season in the Amount of $15,500

Parks and Forestry Superintendent Gies provided the board an opportunity to review the Park Field Manager Position and Rental Agreement for Rennicke and Schmit Fields.

5) Chair Report

a. Chair Report

Chair Marchese provided the board with an update on his meeting with Sunrise Rotary from March 5th.

6) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Parks and Forestry Superintendent Gies updated the board on the passing of the Jewish Food Festival Special Event Agreement, the successful event of the Candlelight Walk in Rotary Park. He also updated the board of the upcoming parking lot project for both entrances at Rotary Park, and a future Food Truck Event with Gathering on the Green in different parks of Mequon.

b. 2021 Work Plan

Parks and Forestry Superintendent Gies provided the board with an update to the 2021 work plan.

7) Motion to Adjourn at 8:07 PM.

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

Attachment: Park and Open Space minutes_03-17-2021 (6223 : Park and Open Space Board meeting minutes of March 17, 2021)

MOVED BY: Board Member Vite
SECONDED BY: Board Member Lysaught

AYES:	Bratt, Plier, Marchese, Parrish, Hurtado, Lhost, Lysaught, Usowski, Vite

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: Park and Open Space minutes_03-17-2021 (6223 : Park and Open Space Board meeting minutes of March 17, 2021)

City of Mequon

See Agenda Packet for
Login and Complete Packet Details
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 22, 2021
6:00 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

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

Ald. Parrish called the meeting to order at 6:02 p.m.

a) Approval of Minutes from February 22, 2021

Action
Commissioner Jim Schaefer made a motion to approve the February 22, 2021 meeting minutes. Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (6-0)

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

RESULT:	**APPROVED [7 TO 0]**
MOVER:	James Schaefer, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Parrish, Choren, Hawley, Lemke, J. Schaefer, Stoker
ABSENT:	Gentges
NOT PRESENT:	Wirth, R. Schaefer

2) Public Hearing

a) Anderson Ashton. The applicant is seeking conditional use grant, building and site plan and rezoning recommendation to amend the PUD approval to allow for the redevelopment of the site for a class-A self-storage facility for the property located at 10448 N. Port Washington Road.

Action
Commissioner Becky Schaefer made a motion to go into Public Hearing.
Ald. Parrish seconded the motion.
A voice vote was taken; vote passed (8-0)

Mr. Scott Kimmer had registered to speak but was not available on the call.

Action
Ald. Parrish made a motion to close the Public Hearing.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (8-0)

Asst. Dir. Zader stated that the applicant is seeking a rezoning recommendation, conditional use grant and building and site plan approvals. He reminded the Commission that this item was before the Commission in December for a consultation, and they received positive feedback and support for their proposal. He explained that the rezoning change is from B-4 to B-4 with an amended PUD. The changes to the existing PUD will primarily include the conditions of the PUD related to FAR and green space ratio. The original PUD had a shared green space ratio at 26.5 for both parcels and a FAR of 31%. Due to the new use as a storage facility, there is not a need for so many parking stalls; so the amended FAR will be 30% on the main parcel and 40% on the vacant parcel. Both of these comply with the zoning code. The tradeoff is that the FAR for the vacant parcel will be 30% which meets the code but the storage facility will be 73% mainly due to the 2nd story mezzanine and a small building addition off the back. A condition has been added to the PUD that would require an amendment to the PUD if the use of storage ever changes.

Conditional Use Grant findings:

- Hours of operation – staff will allow the facility to have 24-hour operations due to the security measure plan, approval from the Police Chief of the plan and to be consistent with the existing Mequon Storage Facility that has 24-hour operations. Ald. Parrish

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

would like some limited hours and the applicant is receptive to a conversation about amending the hours.
- There will be considerably less traffic at the site with the new use.
- The use is more in line with the type of use for the surrounding neighborhood, service use versus previous warehousing use.

Staff is supportive of the conditional use grant. Asst. Dir. Zader explained that the site plan is similar to what was shown in December. There is a reduction in parking spaces; there are 6 stalls on the outside of the building and 6 stalls on the inside of the building. The code requires 70 spaces which is agreed to be excessive given the type of use. The applicant has provided information from their other facilities and staff did some research as well and staff is supportive that the proposed parking stalls are adequate for the type of use.

There have been conversations regarding the driveway to the north and whether that could be removed. One easement along this stretch has expired but there is still an easement in place for the cell tower. The applicant has reduced the asphalt to 20 feet which is the requirement of the easement for the cell tower. A small sliver of green space will be gained. There are two cross accesses that are not shown on the plan that staff recommends be eliminated.

Regarding the building design, there was feedback at the consultation that the door be relocated to the south side of the building from the front facing Port Washington Road, which the applicant has done. Staff is also requesting the following changes:
- The window wrapping around the north side (like they are on the south side).
- The office area should be bumped out to match the corner area bump outs.
- The north elevation should also include a bump out at the rear of the site to break up the long stretch of flat building and there is some visibility of it from neighboring properties.
- The south side addition should be constructed of the same brick or fiber cement as is shown on the rest of the building.
- The building color panel is more earth tone than the gray shown.

Staff recommends that this portion come back to the Commission for approval next month. The rezoning will be ongoing through the approval process and this will not delay the project.

There were also several changes to the landscaping plan that staff requests and staff recommends the landscape plan come back before the Commission next month for approval. The lighting plan shows wall packs on the building and no parking lot lighting. A condition was added that the lighting on the interior adjacent to the windows be limited to 10-foot candles as required in the code for passageways.

A master sign plan was not included but they are allowed one sign on the building and one sign along I-43, which will require Planning Commission approval. The plan shows additional signs that will need approval. Asst. Dir. Zader stated that this is a good opportunity for feedback from the Commission regarding allowing additional signage.

Staff recommends approval of the rezoning subject to approval from the Common Council and recommends tabling the conditional use grant and building and site plans until updated plans are

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

submitted at the next meeting. The CSM is on the Regular Business Agenda and is also recommended for approval as it is not affected by the conditional use or the building and site plan.

Action
Commissioner Choren made a motion approve the rezoning recommendation.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (8-0)

The applicant, represented by Michael Kelly, stated that they are willing to compromise the hours of operation to 6:00 a.m. to midnight instead 24-hour access. He explained that they are proposing 3 signs: 2 facing Port Washington Road at different angles and the third one would face I-43. There are also 2 directional signs; one to highlight the office and one over the loading area. They have not yet selected the national operator; although they will most likely selected Life Storage, and they will submit a sign package once the operator selection is finalized.

Brian Fisher, from the design team, stated that they listened to the feedback from the Commission in December and worked to incorporate many changes, most notably the location change of the garage door. He addressed the recommended changes from staff:

- North side windows – they feel that the proposed plan does a nice job of changing up the façade and he would like to discuss whether windows are needed on the north side.
- They are bumping out the office portion by incorporating 6-inch structural metal studs along the building and bumping the wood section out. They feel that it gives relief to the facade.
- East elevation – a new concrete approach will be poured, and a 14-foot canopy will be added above the door. There is a lot of vegetation back there and the panels will be painted to match, and they feel that area is fine, and they do not want to spend additional money back there.
- The south side of the building/office – way-finding signage is proposed for the overhang and that area will be 6-8 inches bumped out and breaks up the façade along that elevation.

They are receptive to landscaping enhancements that will be discussed and to make changes to the landscape code. They believe that the building changes they are proposing are a significant positive change to the appearance of the building. They believe that the recommended changes are minor and should be approved tonight and not tabled.

Commission feedback includes:

- Office location as proposed by the applicant is acceptable, the applicant does not need to meet staff recommendations.
- North elevation - agreement that windows should be wrapped as recommended by staff.
- Northwest corner should have windows wrapped around.
- Add element on the north elevation.
- There are mixed opinions on whether windows should be required on the northeast corner.

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

There was discussion about the north elevation and the recommendation from staff to incorporate some elements. Asst. Dir. Zader showed photos of this elevation and stated that there is visibility from other properties.

Mayor Wirth stated that he is less concerned about the view from the highway, but he is concerned about neighboring properties' views as well as the view from Port Washington Road.

Action
Commissioner Choren made a motion to approve the building and site plan to include staff recommendation of an added element to the north elevation, eliminate staff recommendation regarding the office entrance and the amended hours of operation in the conditional use grant to 6:00 a.m. to midnight in addition to all other staff recommendations for both items.
Commissioner Jim Schaefer seconded the motion.
A roll call vote was taken; vote passed (8-0)

RESULT:	**APPROVED WITH CONDITIONS [8 TO 0]**
MOVER:	Martin Choren, Commissioner
SECONDER:	James Schaefer, Commissioner
AYES:	Wirth, Parrish, Choren, Hawley, Lemke, J. Schaefer, R. Schaefer, Stoker
ABSENT:	Gentges

3) Consent

a) Lawrence Katz. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 10448 N. Port Washington Road.

b) Trustway Homes for John Alden. The applicant is seeking minor request approval for fill in excess of 1,000 C.Y. (4,500 C.Y.) for the property located at 12837 Highgate Court.

c) John Graham for Kathleen & Tim Carr. The applicant is seeking certified survey map approval to allow for a 3-lot land division for the property located at 8501 W. Pioneer Road.

d) Thompson Project Management for Foxtown Brewery. The applicant is seeking text amendment approval to allow for a distillery at Foxtown Brewing for the property located at 6411 W. Mequon Road.

Action
Commissioner Stoker made a motion to approve all 4 Consent Agenda items.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

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

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

4) Regular Business

a) Graphic House, Inc. for Alliance Bible Church. The applicant is seeking master sign plan approval to allow for five wall signs and a waiver to the setback requirement for the property located at 13939 N. Cedarburg Road.

Planner Vang stated that the Alliance Bible Church is requesting master sign plan (MSP) approval which includes 5 wall signs. They are also requesting a setback waiver to the monument sign as part of the MSP. The property only has one principal building and per the code it is only allowed one wall sign at 2.5% of the building wall area or 60 sq. ft., whichever is less. They are proposing 5 wall signs due to the multiple entrances for the various users that visit the site. Staff is not opposed to the 5 signs although staff cannot identify a hardship that would warrant for the number of signs requested. Staff recommends 2 directional signs in place of 2 of the proposed wall signs (shown in Exhibit A of the packet). The entrances for the offices and student ministries are set further back from the drive aisle and wall signs are warranted here but staff believes directional signs can be used as allowed per the code to direct patrons to the entrances. Staff does support the other 3 wall signs subject to the conditions in the report.

She explained that one of the conditions is that the Alliance Bible Church sign needs to be reduced in size to the 60 sq. ft. requirement. Regarding the requested setback waiver to the monument sign, the applicant is requesting that the sign extend to the property line, although the code requires a 10-foot setback. The applicant stated that due to the church being set so far back from the road, visitors have a difficult time finding the site. They also noted that The White Rabbit sign on the property to the north impedes their sign. Staff did conduct a site visit and does not agree that the White Rabbit sign impedes the visibility. Staff concurs that the current monument sign is low to the ground, but the new proposed sign will increase the height and the visibility of the sign; staff does not support the setback waiver request.

As part of the MSP, the applicant submitted renderings with changes to the exterior of the building which staff supports and has instructed the applicant to submit a formal building application so that the Commission can review and approve their proposed exterior building changes. The application was not received in time for this meeting but the changes are minor so staff has included a condition, if the Commission agrees, that the changes be reviewed and approved at staff level.

In conclusion, staff recommends approval of the master sign plan subject to the conditions in the report.

The applicant, Pastor Wiley from the Alliance Bible Church stated that they host many different groups throughout the week with constantly changing visitors. Due the property being 5 acres with an oddly shaped "L" parking lot and 4 entrances to their building there is often confusion about where to enter for those visiting the site. They are requesting the wall signs to better identify and distinguish the appropriate entrance that should be used for the various visitors. He is requesting signage for all 4 entrances.

There was discussion about using directional signs instead of wall signs and the challenges of the site. Other institutions in town were noted as examples that have used directional signs to direct visitors to their site.

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

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

b) Berengaria Development for BMSL Mequon Invest LLC. The applicant is seeking certified survey map approval to allow for a 4-lot land division which reconfigures the existing four parcels (7.4-acres) and ultimately creates 5 lots out of the four lots located immediately south of 11104 N. Oriole Lane.

Planner Vang stated that the CSM would normally be on the Consent Agenda, but staff wanted to be able to explain the request. There are currently four lots, which meet and exceed the R-3 zoning code requirements. The applicant wants to create five lots out of the total 7.4 acres so that the water main cost can be spread out amongst five parcels as opposed to the four parcels that currently exist. Through a boundary lot line adjustment and the proposed CSM, five lots will be created. These lots all meet the R-3 zoning district requirements, and the site does have wetlands and specimen trees. They do not plan to disrupt any of the wetlands and the City Forester did review the tree survey that was submitted, and he agrees that the survey accurately conveys the conditions of the trees on site, and he supports the house placements as indicated on the proposed plans. Staff supports the land division subject to the conditions in the staff report.

There was a comment from the Commission that the proposed layout does not impact the existing specimen trees or the wetlands and there is the hope that none of the future owners of these parcels will ask for approval for specimen tree removal.

Action
Commissioner Stoker made a motion to approve per staff recommendations.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (8-0)

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	John Stoker, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Wirth, Parrish, Choren, Hawley, Lemke, J. Schaefer, R. Schaefer, Stoker
ABSENT:	Gentges

c) The Residence at Foxtown. The applicant is seeking development agreement amendment approval for a proposed 23 single-family home development for the property located immediately east of 11050 N. Weston Drive. (REMOVE FROM TABLE).

Action
Ald. Parrish made a motion to remove this item from the table.
Commissioner Stoker seconded the motion.
A voice vote was taken, vote passed (8-0)

Eng. Dir. Lundeen stated that staff has worked with the applicant to address several of the requested amendments. Staff is recommending approval of some modified language to allow for an interim grading plan because of the layout of the parcel; it makes sense not to request the final grading at the time of final plat. This has been allowed for other subdivisions as well.

The applicant requested some amendments to the timeline of the installation of trees and sidewalk. Staff has provided some modified language and agree to allow for a delayed installation of these items.

The only request by the applicant that is not recommend by staff is the modifications to the asphalt installation requirements. This was previously requested at 75% and was denied and it is now being requested at 100% of occupancy and staff again recommends denial.

It was noted that the timeline allowed for re-requesting an item that has been previously denied is 3 months, which has passed.

The applicant, Tom Zabjek, stated that the streets are private, and he requests the flexibility regarding the timing of the final asphalt. He is willing to put up 150% of the final binder course expense as collateral but he believes the road is going to be trashed if it is installed prior to final occupancy.

Mr. Zabjek explained the reason for his request is due to the uniqueness of this project, which includes very small parcels along with his intention of providing a pristine development.

Action
Ald. Parrish made a motion to approve per staff recommendations.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (8-0)

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

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

5) Policy

1) Amendment to Chapter 58 of the Zoning Code as it relates to Conditional Uses in the B-5 Zoning District.

Mayor Wirth stated that he is sponsoring this text amendment due to an interest from the property owner of Mequon Lawn and Garden. They have sold their location on Port Washington Road and are looking for a new location. They have a contract for the Fox Welding building but a text amendment is needed to be rezoned in order to be in compliance with their type of use. This alone is not justification for a text amendment, but he believes it is consistent with some of the other uses that already are allowed in the B-5 zoning district (for example Grubes Towing).

Action
Commissioner Stoker made a motion to recommend this to the Common Council.
Commissioner Jim Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

6) Announcements

The next meeting will be Monday, April 26th at 6:00 p.m.

7) Adjourn

Action
Commissioner Stoker made a motion to adjourn the meeting.
Commissioner Choren seconded the motion.
A voice vote was taken, vote passed (8-0)

The meeting was adjourned at 7:31 p.m.

Respectfully Submitted,

Jac Zader

Attachment: PC minutes_03-22-21 (6220 : Planning Commission meeting minutes of March 22, 2021)

City of Mequon

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

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

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

Minutes

1) Call to Order

Present:
Chair Kathleen Schneider
Alderman Mark Gierl
Alderman Dale Mayr *(left approx. 6:00 PM; returned approx. 6:26 PM)*

Also Present: Police Chief Pryor, City Attorney Sajdak, Mayor Wirth *(arrived approx. 6:26 PM),* Melina Bowen, Dispatch Supervisor and Executive Assistant Kowalchuk

Before Roll Call was taken, Chairman Schneider expressed gratitude for the hard work and assistance provided by Executive Assistant Kowalchuk wishing her good luck in her upcoming retirement.

2) Approve Meeting Minutes

a. Public Safety Committee - Regular Meeting - Feb 9, 2021 5:30 PM

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

AYES: Schneider, Gierl, Mayr

3) Ordinances

Action requested: review and recommend approval

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

During patrols, officers observed and brought to the Chief's attention that posted speed limits and roadway names are not accurately reflected within the City's ordinances.

Officers were then tasked with comparing all posted speed limits throughout Mequon against the City's current ordinance resulting in the proposed corrections and language refinements for review and recommendation.

Attachment: Public Safety minutes_03-09-21 (6228 : Public Safety Commitee meeting minutes of March 9, 2021)

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

AYES:	Schneider, Gierl, Mayr

4) Discussion

a. Sex Offender Residency Restrictions

This item was suggested for review and discussion by the City Attorney as issues have been increasingly arising with communities in relation to the constitutionality of their overly restrictive sex offender residency ordinances. The City of Mequon adopted its restrictions in 2014.

As remaining communities adopted restriction ordinances, the State in 2016 preempted local ordinances as it relates to Chapter 980 releases (sexually violent persons Statute). As such, it is recommended that the City review its ordinances so as to update and address any preemptive issues with the State.

The Committee discussed the following:

The State enacted a 1,500 foot residency radius around schools, childcare facilities, public parks, places of worship and youth centers.

Mequon has a 2,000 foot residency radius:

- Despite Mequon's 2,000 foot residency radius now being a high-end outlier with other community's updated restrictions - committee members favored this radius being retained.

Mequon's ordinance does not offer a method for an offender to obtain an exemption or an individualized inquiry into the placement risk to the community:

- Committee members favor looking at and further discussing a potential Review/Appeal Board

At 6:00 PM, Alderman Mayr announced that he had to step away to attend another meeting. He stated that it is his preference that Mequon keep its sex offender residency restrictions intact the way they are, and that he is open to/willing to further discuss a potential Review/Appeal Board for exemptions and/or individual inquiry placement risks.

Homeschools/homeschooling:

- Difficult list to obtain, maintain/correct, and/or identify; moreover, with the circumstances of last year, it could be argued that every house in the city is a homeschool; compliance challenges.
- Exclude homeschools from Mequon's ordinance.

Attachment: Public Safety minutes_03-09-21 (6228 : Public Safety Commitee meeting minutes of March 9, 2021)

Trails:

- Clean up this language in a way to retain Mequon's trails, but exclude roadway bike lanes.

Golf Courses:

- Can be excluded from Mequon's ordinances.

Daycare Centers:

- Define in Mequon's ordinance as facilities licensed under State Statute.

Dance/Music Schools; Gyms/Athletic Fields:

- Concerns and challenges were discussed, many are homebased, i.e., piano lessons taught within a resident's home; single child drop off/pick up - how do you define?
- Settings of multiple children; where children are being dropped off/picked up; where children are unsupervised/vulnerable.
- Identify locations that have home occupation through the City.

Municipal Facilities - identified on Mequon's residency restriction map, but not in its ordinances:

- Lands owned by MMSD - properties for a meandering river discussed; not traditional park but could be areas where children hang out.
- Clean up or broaden the definition of park to include nature preserve type activities, instead of more generic municipal facilities.
- Look into describing lands that have recreational potential, but not yet called parks.

Mequon's Original domicile clause:

- Constitutional concern discussed.
- Recommendation is to keep this clause and adopt a review/appeal board process.

City Attorney Sajdak will bring back a draft ordinance with the discussed revisions as well as a potential Review Board process modeled after some of the other communities who have adopted one.

For informational purposes, an updated map showing both the 2,000 and 1,500 residency radiuses will also come back for this next review.

5) Adjourn
   a. Motion to adjourn the meeting at 6:30 PM.

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

AYES:	Schneider, Gierl, Mayr

Attachment: Public Safety minutes_03-09-21 (6228 : Public Safety Commitee meeting minutes of March 9, 2021)

Respectfully Submitted,

Diane Kowalchuk
Executive Assistant

Attachment: Public Safety minutes_03-09-21 (6228 : Public Safety Commitee meeting minutes of March 9, 2021)

City of Mequon

See Agenda Packet for
Login and Complete Packet Details
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 23, 2021
6:00 PM
Virtual Meeting

Minutes

1) Call to Order, Roll Call

Present:
Chair Dale Mayr
Alderman Glenn Bushee
Alderman Robert Strzelczyk -- **Absent**

Also Present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak

2) Approval of Meeting Minutes

a. February 2021 Minutes

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

AYES:	Mayr, Bushee

3) Discussion Items

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

Assistant City Administrator Schoenemann stated at the Committee's February meeting, the Committee left off their review of Chapter II: Article II-Common Council at Section 2-21 (e), veto power of the Mayor. Mr. Schoenemann mentioned that at the last meeting, the Committee had consensus supporting additional language that would allow the Mayor to exercise a veto at the Committee level in instances where the Council delegated some of its authority to a Committee. Mr. Schoenemann pointed out that the Committee wished to further define the proposed language. A draft of the updated veto section for Chapter II was provided in the meeting packet. Upon reviewing the updated veto section, the Committee agreed to the changes.

Attachment: Public Welfare Minutes_03-23-21 (6146 : Public Welfare Committee meeting minutes of March 23, 2021)

The Committee continued their review under Sec. 2-23. - Standing Committees. The Committee agreed to add the Economic Development Board to the Finance-Personnel Committee list of citizen committees in Sec. 2-23 (a) (2) -Standing Committees and agreed to remove Economic Development Board from Public Welfare Committee Sec. 2-23 (c).

Alderman Mayr offered a change to *(d) Public Works Committee (e)*. Architectural Board will remain under the Public Works Committee.

Alderman Mayr offered an amendment to Sec. 2-24. Appointments to standing committees to include- after the subsequent second tie vote, the Mayor has the discretion to break the tie.

Sec. 2-26 Vacancies (b). Add language: The Council President will appoint new committee members in case there is more than one vacancy.

The Committee decided to further consider Sec. 2-28 (c) at their next meeting.

Sec. 2-33. (a) (7) Referrals to Committee. Remove approving or amending a development agreement.

Sec. 2-34. (b) Special Meetings. Add after written notice, including by electronic means and add acknowledge receipt of notice.

Sec. 2-35. - Place; quorum; Adjournment (b) remove *the lesser of*

The Committee will continue their review at Sec. 2-37 at the next meeting.

b. Community Outreach Committee

The discussion on community outreach committee will be carried over to next meeting.

4) Information Items

a. Work Calendar

The Committee did not discuss the work calendar.

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

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

AYES:	Mayr, Bushee

Respectfully Submitted,

Lina Prosser
Executive Assistant

Attachment: Public Welfare Minutes_03-23-21 (6146 : Public Welfare Committee meeting minutes of March 23, 2021)

City of Mequon

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 9, 2021
6:30 PM
Virtual Meeting

Minutes

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

Present:
Chairman Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

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

2) Approval of Minutes

a. February 9, 2021 Minutes

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

AYES:	Parrish, Hansher, Gierl

3) Resolutions

Action requested: review and recommend approval

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

Alderman Parrish summarized the event was approved at the February Park and Open Space meeting. The Jewish Food Festival was the only event held during the 2020 season as a drive thru festival. It was well attended and a nice event to be held for the community while everything was shut down. If the City takes a similar approach to LionFest and Gathering on the Green there would be an amendment for the fee to be $3,695.00.

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

Attachment: Public Works minutes_03-09-2021 (6222 : Public Works Committee meeting minutes of March 9, 2021)

SECONDED BY: Alderman Gierl

AYES:	Parrish, Hansher, Gierl

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

Director of Community Development Tollefson stated as part of the traffic impact analysis (TIA) that needs to be submitted to WisDOT for the OIT crossing, there are other changes being made to Mequon road and as it relates to narrowing the cross section. The proposed design meets the minimum length of the turn lane eastbound on Mequon Road looking to turn south on Weston Drive. There is a desired turn lane length that WisDOT prefers over their minimum. The City is required to expressly request for WisDOT to allow the minimum standard instead of the desired standard. In discussions with TADI, the additional justification and commitment from the City in a formal resolution will help bolster the request or argument to doing so.

Director of Public Works/City Engineer Lundeen stated TADI on behalf of the City we requested to otherwise submit with a minimum turn lane with all of the reasons that are included in the memo and resolution. TADI indicated they wouldn't consider it without the justification. If it is approved tonight TADI will use that to complete the TIA to submit to WisDOT and WisDOT would have to approve that before staff can move forward with the design.

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

AYES:	Parrish, Hansher, Gierl

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

Parks and Forestry Superintendent Gies stated the Reuter pavilion roof is in a state of disrepair. The current roof has first generation architectural shingles and those shingles were recalled, but were never replaced, and the shingles are cupping to the point where the roof will start leaking and deck failing in the building.

Alderman Hansher inquired if this would be an asphalt shingle roof.

Parks and Forestry Superintendent Gies confirmed it would be asphalt shingles, specifically Certainteed. It is a thicker shingle and rated to withstand the wear and tear of Wisconsin weather. All three contractors that bid proposed using the same type of shingle.

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

Attachment: Public Works minutes_03-09-2021 (6222 : Public Works Committee meeting minutes of March 9, 2021)

SECONDED BY: Alderman Gierl

AYES:	Parrish, Hansher, Gierl

4) Discussion Items

a. 2021 Road Program: Mequon Business Park

Staff provided questions to the Committee for feedback on the irrigation system, street lighting, and on mill and overlay.

The feedback from the Committee was an agreement to abandon the irrigation system, agreement to stop servicing and replacing of street lights through We Energies.

b. 2021 Annual Road Program

Engineering Technician Dandy provided a summary of the 2021 road program with a recap of the 10 roads being addressed this year. Staff also provided a summary of the additives along with using parking lot funds for the replacement of the parking lot at Rotary Park.

c. 2020 Work Plan (3.9.21)

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

Alderman Hansher inquired on when Wauwatosa Road would be updated by WisDOT.

Alderman Parrish asked staff for more updates on the I43 project and Cedarburg Road project at Donges Bay Road in the upcoming meetings.

5) Motion to Adjourn at 7:05 PM.

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

AYES:	Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: Public Works minutes_03-09-2021 (6222 : Public Works Committee meeting minutes of March 9, 2021)

City of Mequon

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

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

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **May 11, 2021**
SUBJECT: **ORDINANCE 2021-1591 An Ordinance Amending Chapter 58 of the Mequon Municipal Code as it Relates to: A) Conditional Uses in Residential Zoning Districts; B) Conservation Subdivision Requirements in the R-1 District; and C) Other Modifications to Sections 58-8 (Definitions) and 58-265 (Agricultural Overlay)**

Background

The proposed text amendments include changes to Chapter 58 of the Municipal Code related to conditional uses in all residential zoning districts and conservation subdivisions in the R-1 zoning district. In addition, the proposed amendments include formatting changes, that will help make the Code clearer and more concise.

Analysis

Conditional Uses: The changes to conditional uses in residential zoning districts was based on recently enacted legislation (2017 Wisconsin Act 67) which among other things, makes significant changes to the rules and requirements regarding conditional use grants. The changes have been reviewed by the Planning Commission Policy Subcommittee and the Planning Commission over the last year and are now ready for final review and approval.

In making changes to the conditional use section for residential districts, staff made changes by one of the following methods:

- Change the use from conditional to permitted (In-Home Daycare)
- Move the use to the OA district (Microbrewers, Wineries)
- Remove the use and effectively make it prohibited (Churches, Public Admin.)
- Add specific conditions to the listed conditional use (Guesthouse, ADU's)

As part of this process staff tried to identify any existing uses that would become nonconforming based on the changes being proposed. If the proposed changes are acceptable, then additional action is necessary for a few specific sites (see attached list). To be consistent, with other similar uses, the impacted sites will be rezoned to IPS (Institutional).

Conservation Subdivisions: The use of conservation design subdivisions in the rural areas of Mequon has been extremely popular over the last 20 years not only for developers but for home buyers and residents. Currently, the process to approve a conservation subdivision requires a rezoning amendment to a Planned Unit Development. The proposed language would eliminate

the need to seek a rezoning of the property to utilize a conservation design. The rezoning process can add at least three months to the approval process and adds a layer of uncertainty to all stakeholders involved in the process. In conjunction with eliminating the rezoning requirement, the proposed amendment provides specific design criteria for conservation subdivisions. In the past, staff has relied on several established guidelines that have been used as a template to evaluate proposed development requests. Incorporating these requirements into the ordinance will make the process clear and transparent for all those involved or impacted by the development.

As stated above, the proposed text amendment details specific design and development requirements including the following:

- Specifying a minimum .75-acre lot size
- Requiring a maximum 10% lot coverage ratio
- Requiring a minimum 25 acres
- Specifying each development shall have at least two road connections
- Requiring 60% of the land area as open space
- Allowing a bonus lot for every 40 acres of land that is part of the subdivision
- Requiring a minimum 300-foot open space buffer to existing public roadways and residential lots

Many of the provisions listed above have been required conditions in previously approved PUD's. The most significant deviation from what has occurred in previously approved developments is the allowance for lots to be .75 acres in size. A majority of previously approved conservation subdivisions in the R-1 had lot minimums around 1.5 acres. The smaller lot size minimum is recommended because it will allow for more flexibility in design and will create larger clusters of homesites. This will in turn create larger areas of protected open space. The open space buffer requirement has also been increased from 200 feet to 300 feet as part of these changes. This will allow for a greater setback along existing roads to keep it in a natural setting.

There is a new provision that would allow a density bonus of one lot for every 40 acres. On a 40-acre development, this would change the density from 5-acre lot size to 4.44-acre lot size. The density bonus is meant to encourage the use of conservation subdivisions by offsetting some of the cost associated with developing in this manner. The bonus will also encourage consolidation of smaller parcels to get to the 40-acre threshold.

The proposed ordinance will now require two or more road connections for every new development. For future connections to undeveloped parcels, the Code will dictate that an eyebrow be installed within 150 feet of the property line unless the Planning Commission determines that the adjacent parcel will be developed in a near future. The area from the eyebrow to the property line will be dedicated as unimproved right-of-way and will be the responsibility of the developer of the adjacent parcel to install.

Other Changes: As part of the proposed text amendments, the structure of the Residential Zoning District Section of Chapter 58 has been modified to make it more user friendly. This includes the addition of use tables similar to what are found in the TC (Town Center) Zoning

District. Changes have also been made to Section 58-8 (Definitions) and 58-265 (Agricultural Overlay) of the Code to be consistent with the changes to residential sections.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On May 3, 2021, the Planning Commission recommended adoption of the proposed ordinance amendments by a vote of 8-0.

Attachments:

Exhibit A (DOCX)
Exhibit B (DOCX)
Exhibit C (DOC)
Exhibit D (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1591

An Ordinance Amending Chapter 58 of the Mequon Municipal Code as it Relates to: A) Conditional Uses in Residential Zoning Districts; B) Conservation Subdivision Requirements in the R-1 District; and C) Other Modifications to Sections 58-8 (Definitions) and 58-265 (Agricultural Overlay)

RECITALS

A. The Common Council of the City of Mequon previously adopted a Zoning Code that is presently codified in Chapter 58 of the Mequon Municipal Code.

B. On May 3, 2021, the Planning Commission approved changes to Chapter 58 as it relates to Conditional Uses in the Residential Zoning Districts, Conservation Subdivisions in the R-1 Zoning District, as well as changes to 58-8 (Definitions) and 58-265 (Agricultural Overlay)

C. The Common Council wishes to amend the Zoning Code as it relates to Conditional Uses in the Residential Zoning Districts and Conservation Subdivisions (as attached in Exhibit A), modify Section 58-8 of the Zoning Code related to definitions (as attached in Exhibit B) and Section 58-265 of the Code of Zoning Code as it relates to the Agricultural Overlay (as attached in Exhibit C), add tables for permitted uses, conditional uses, accessory uses, and technical chart (as attached in Exhibit D)

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

SECTION I

Chapter 58 of the Municipal Code as it relates to Conditional Uses in Residential Districts, Conservation Subdivisions, certain definitions, the Agricultural Overylay and general uses and technical components of the code is amended as shown in the attached Exhibits a through D.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

Caroline Fochs, City Clerk

Published: _____

CLEAN VERSION Exhibit A

DIVISION 3. - RESIDENTIAL DISTRICTS

Sec. 58-234. - R-1 single-family rural residential district.

(a) *Purpose*. The R-1 district is intended to provide for large lot single-family residential development in rural areas that are not served by public water or sewerage facilities and that are not yet appropriate for development at higher densities. This district shall generally be located within the area designated on the land use plan map as "rural service area."

(b) *Design standards – generally*. The following design standards shall apply to all residential developments on development sites of 25 acres or larger developed after the effective date of the ordinance from which this section is derived, including both estate lot design subdivisions and conservation subdivisions:

(1) Residential dwelling lots shall be accessed from streets classified as land access by Resolution 607.

(2) Developments shall include hard surface (asphalt, stone or other materials approved by the planning commission) bikeway/pedestrian path connections to adjoining sites unless, as determined by the planning commission, such connections are not feasible. Connections shall be required even if the adjoining sites do not yet have paths. The owners of a development shall be responsible for the operation, maintenance and replacement as required of the bikeway/pedestrian path connections, including any requirements for snow removal as set forth in this code.

(3) Public and private streets shall satisfy the following requirements:

a. The development shall have two or more street connections at the boundaries of the development.

b. Provided at least one street connection creates legal access to an existing street, any other connection may be made to one or more adjoining undeveloped parcels or, as approved by the planning commission, parcels likely to be redeveloped. For future street connections to undeveloped parcels, the street shall terminate in an eyebrow, in accordance with Standard Specifications of Land Development, within 150 feet of the property line of the undeveloped parcel. The area from the eyebrow to the property line shall be designated as right of way and shall be at least 60 feet wide. The developer shall install bollards on each side of the right of way. The bollards shall be placed at the property line and halfway to the eyebrow. The owners shall maintain the bollards in good condition and repair and replace them as necessary until such time as a street is constructed over the right of way. If an adjoining site has constructed one or more eyebrows as part of a prior development, the subject parcel shall be required to provide a street connection to each previously constructed eyebrow.

Attachment: Exhibit A (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

c. In lieu of the eyebrow described in the preceding paragraph, the planning commission may, if it determines in its discretion that development of an adjoining parcel is likely to occur in the foreseeable future, require the right of way area to be constructed as a street with a hammerhead termination. The planning commission may eliminate the hammerhead requirement if it determines, in its discretion, that the adjoining parcel will be developed before conclusion of the subject development.

d. Streets shall be designed, as determined by the planning commission, to ensure that adjoining parcels have adequate connection to maximize development.

e. Public streets and required rights of way shall be dedicated to the city at or prior to final plat final approval.

(c) *Conservation subdivisions*.

(1) *Purposes*. The city encourages conservation subdivision design for development sites of 25 acres or larger, having determined that, if the majority of future residential developments in the R-1 district are conservation subdivisions, the city will:

a. Implement adopted city policies seeking to conserve a variety of irreplaceable and environmentally sensitive resource lands as set forth in the city's land use plan and other similar plans.

b. Conserve open land, including those areas containing unique and sensitive natural features such as woodlands, steep slopes, streams, wetlands, floodplains, drainage courses, natural meadows, specimen trees and scenic features, by setting them aside from development.

c. Provide greater design flexibility and efficiency in the siting of services and infrastructure, including the opportunity to reduce utility runs and the amount of paving required for residential development.

d. Reduce erosion and sedimentation by retaining existing vegetation and the minimizing development on steep slopes.

e. Protect areas of the city with productive agricultural soils for continued or future agricultural use by conserving blocks of land large enough to allow for efficient farm operations.

f. Create neighborhoods with direct visual access to open land, neighborhood open space and a strong neighborhood identity.

g. Create environmental amenities through creative design.

Attachment: Exhibit A (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

h. Conserve scenic views and elements of the city's rural character, and minimize perceived density, by minimizing views of new development from existing streets.

i. Protect the physical and visual integrity of environmental corridors and natural isolated areas as defined by the Southeastern Wisconsin Regional planning commission.

(2) *Minimum development site size.* Conservation subdivisions shall only be permitted on development sites of 25 acres or larger. Two or more adjoining parcels may be combined to create a development site of 25 acres or larger.

(3) *Minimum protected conservancy area*. At least 60% of the land area in a conservation subdivision shall be protected conservancy area(s).

(4) *Density*. One dwelling shall be allowed for every five acres (including protected conservancy areas) in a conservation subdivision. Additionally, as an incentive to develop as a conservation subdivision rather as an estate lot design subdivision, there shall be one bonus dwelling for every 40 acres in a conservation subdivision.

(5) *Design standards*. In addition to the standards set forth in (m), the following design standards shall apply to all conservation subdivisions developed after the effective date of the ordinance from which this section is derived:

a. A minimum 300-foot open space buffer shall be maintained between preexisting public streets and any residential dwelling lot unless, and only to the extent that, the planning commission determines that a lesser buffer is required to allow construction of the allowed homes while maintaining critical environmental features.

b. For lots in conservation subdivisions on which a residential dwelling may be located, the minimum average lot width and lot length shall be flexible and subject to planning commission approval of the conservation subdivision plan.

c. For structures on lots in conservation subdivisions on which a residential dwelling may be located, the minimum building setback shall be flexible and subject to planning commission approval of the conservation subdivision plan; however, the location of residential lots shall be subject to the design standards for conservation subdivisions set forth below.

d. In addition to bikeway/pedestrian paths, nature trails shall be included to provide subdivision resident access from internal streets to the protected conservancy area(s). The owners of a development shall be responsible for the operation, maintenance and replacement as required of the nature trails.

Attachment: Exhibit A (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

(d) *Protected conservancy areas and other common areas and facilities.*

(1) *Ownership.*

a. *Homeowner Association or Condominium Association*. Protected conservancy areas and other common areas and facilities shall be held in common ownership by a homeowner association or shall be controlled through a condominium declaration and held as common elements. In either instance, the following regulations shall apply:

1. Prior to approval of the final plat, the applicant shall provide the city a description of the organization of the proposed homeowner or condominium association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements. All such documents shall be consistent with the provisions of this ordinance.
2. The homeowner or condominium association shall be operating (with financial subsidization by the owner or applicant, if necessary) before the earlier of the sale of any dwelling or approval of the final plat
3. Membership in the homeowner or condominium association shall be mandatory for all purchasers of property in the development and their successors in title.
4. The homeowner or condominium association shall be responsible for maintaining in good condition and repair, repairing, replacing as necessary and maintaining insurance in connection with common facilities (including without limitation bikeway/pedestrian trails and nature paths), common elements and the protected conservancy area. Such responsibility shall be memorialized in recordable agreements acceptable to the city.
5. The homeowner or condominium association shall have the power and authority to assess members for their proportionate share of costs associated with maintenance of such common facilities and areas. If the homeowner or condominium association fails to perform the work, the city may do so and special assess all homeowners or condominium unit owners for such costs..
6. The governing documents for the homeowner or condominium association shall confer legal authority on the homeowner or condominium association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with the accrued interest before the lien may be lifted.
7. Written notice of any proposed transfer of common facilities by the homeowner or condominium association or the assumption of maintenance for common facilities must be given to all members of

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the homeowner or condominium association and to the city no less than 30 days prior to such event.

8. The homeowner or condominium association shall administer, maintain, replace as necessary and operate such common facilities.
9. If at any time the homeowner or condominium association does not exist for any reason, each owner of record of property rights in the development shall be liable for the owners' obligations set forth in this ordinance to the same extent such owner would have been liable for the costs of such obligations if such association had been properly formed and currently existing.

b. *Private conservation organization*. Alternatively, with consent of the city, an owner may transfer either fee simple title of the protected conservancy areas or easements on the protected conservancy areas to a private nonprofit conservation organization provided that:

1. The conservation organization is acceptable to the city and is a bona fide conservation organization intended to exist indefinitely in accordance with the Internal Revenue Service Code requirements.
2. The conveyance contains appropriate provisions for reverter or retransfer if the organization becomes unwilling or unable to continue carrying out its functions.
3. The protected conservancy area is permanently restricted from future development through a conservation easement and the city is given the ability to enforce these restrictions; and
4. A maintenance agreement acceptable to the city is established between the owner and the organization.

c. *Dedication of easements to the city*. The city may, but shall not be required to, accept easements for public use of any portion of the common land or facilities. In such cases, the facility remains in the ownership of the condominium association, homeowner association or private conservation organization while the city holds the easements. In addition, the following requirements shall apply:

1. There shall be no cost of acquisition to the city.
2. A satisfactory maintenance agreement shall be reached between the owner and the city designating the owner as responsible for operation and maintenance.

(2) *Uses*. The following uses and no others are allowed in a protected conservancy area unless otherwise prohibited pursuant to applicable law. A use described below is only allowed if it is specified in the easement described below. Each of the

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following uses is limited as provided by other applicable laws and shall be subject to all applicable approvals and permits required for them under this code.

a. Each of the following uses is permitted in protected conservancy areas:

1. Conservation of open land (e.g., woodland, wetland or managed meadow).
2. Silviculture in accordance with approved standards for selective harvesting and sustained yield forestry and subject to the city's specimen tree ordinance.

b. Each of following uses is permitted in protected conservancy areas provided the planning commission, as part of the concept plan approval or upon separate application, determines that the use, in the location proposed, does not interfere with or propose a threat to sensitive natural features and provided such use complies with all other applicable laws:

1. Agricultural and animal-related uses that are permitted uses in the R-1 district.
2. Pastureland for horses for non-commercial recreational use.
3. 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.
4. Sewage disposal systems, wells and storm water detention/retention systems that service individual lots or for all or part of the subdivision.
5. Easements and facilities for drainage, access and public sewer and water.
6. Easements for gas, electric, telecommunications and other city-approved private purpose.

c. The following are conditional uses in protected conservancy areas:

1. Agricultural and animal-related uses that are conditional uses in the OA or R-1 district.
2. Golf courses.
3. Equestrian facilities for subdivision recreational use.

The planning commission may deny or impose conditions on approval of any such conditional use if the planning commission determines that such use is inconsistent with the protection of the specific natural features of the protected conservancy area or if and to the extent the planning commission would otherwise be allowed to deny or impose conditions upon such use under this code or other applicable law.

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(3) *Design standards.* The following design standards shall apply to all protected conservancy areas:

a. There shall be no minimum lot size, minimum average lot width or minimum lot length for a protected conservancy area.

b. Any structure in a protected conservancy area shall be at least 100 feet from any local street or arterial.

c. Whenever possible, protected conservancy areas shall connect with existing or likely protected conservancy areas on adjoining parcels.

d. Protected conservancy areas shall be delineated outside individual dwelling lots.

e. Each protected conservancy area shall be accessible by subdivision residents from internal streets either directly or from paths that connect to such streets.

f. Protected conservancy areas shall be designed with appropriate advice and counsel from professional naturalists, landscape architects, biologists, horticulturists, or other qualified professional acceptable to the city.

g. Berms shall be permitted in a protected conservancy area, subject to the city's berm and other applicable regulations, unless and to the extent that the planning commission determines that a proposed berm would be inconsistent with the protection of the specific natural features of the protected conservancy area.

(4) *Protected conservancy area easement*. Each protected conservancy area shall be subject to an easement in form and content approved by the planning commission. The easement shall, among other things:

a. Define ownership.

b. Obligate the owner for the cost and responsibility of maintaining, replacing as necessary and maintaining insurance in connection with all common facilities (including without limitation bikeway/pedestrian trails and nature paths regardless of whether located in the protected conservancy areas), common elements and the protected conservancy area.

c. Define the range of permitted activities and uses and prohibit activities and uses not approved by the planning commission.

d. Incorporate the stewardship plan described below.

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e. Define the means for funding the owner's maintenance and insurance obligations, including both long-term capital improvements and annual operating and maintenance costs.

f. Permit the city to enter the premises and correct any violation of the terms of the easement and provide that the costs of such corrective action, plus administrative costs and penalties, may be charged to the responsible owner and/or individual property owners who make up a condominium or homeowner association and may include administrative costs and penalties. All such costs shall become a lien against all properties in the development.

The approved and executed easement shall perpetually run with the land and be recorded in the Office of the Ozaukee County Register of Deeds.

(5) *Stewardship plan*. Protected conservancy areas and rights of way adjoining the protected conservancy areas shall be subject to a stewardship plan professionally prepared and in form and content acceptable to the planning commission. The stewardship plan shall:

a. Establish objectives and timelines for each open space area and critical environmental area, including:

1. Restoration efforts.
2. Correction of increasing destructive conditions such as erosion.
3. Measures for restoring historic features.
4. The proposed end state for the area.
5. The measures proposed for achieving the end state.

b. Commit the owner to control regulated weeds within the protected conservancy areas and adjoining rights of way within a reasonable time established in the stewardship plan, and effectively maintain that control, using either integrated management methods or a single management method only if such method is the most practical and economical method for achieving and maintaining control. As used in this paragraph, the following terms have the following meanings:

1. "Control" means to destroy the above-ground portion of a regulated Weed in a manner and at the proper time to prevent the development and distribution of the Regulated Weed, and to prevent the spread of such Regulated Weed from one area to another.
2. "Integrated management" means the use of a combination of several weed control tools to suppress regulated weeds, stimulate the competitive vigor of desirable plants or landscaping and prevent additional regulated weeds or the growth or expansion of regulated

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weeds, including without limitation the replacement of regulated weeds with recommended plants.

3. "Regulated weeds" means:
   i. All noxious weeds (as defined in Wis. Stat. § 66.96, as amended from time to time);
   ii. Nuisance weeds (as defined in Wis. Stat. § 66.995, as amended time to time);
   iii. The following health-related weeds: common burdock (arctium minus), common ragweed (ambrosia artemisiifolia), giant ragweed (ambrosia trifida), poison ivy (rhus radicans) and wild parsnip (pastinaca sativa);
   iv. The following woody plants: autumn-olive (elaeagnus umbellata); buckthorn bushes (common buckthorn/rhamnus cathartica; glossy buckthorn/rhamnus frangula); honeysuckle bushes (morrow's honeysuckle/lonicera morrowii; tartarian honeysuckle/lonicera tatarica; bella honeysuckle/lonicera x bella); and oriental or Chinese bittersweet (celastrus orbiculatus); and
   v. The following herbaceous plants: velvet leaf or indian mallow (abutilon theophrasti); garlic mustard (alliaria petiolata); spotted knapweed (centaurea maculosa); yellow nutsedge (cyperus esculentus); common and cut-leaved teasel (dipsacus laciniatus and dipsacus sylvestris); black nightshade (solanum nigrum); and cocklebur (xanthium strumarium).

c. Establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (i.e., lawns, playing field, meadows, pastures, croplands, woodlands, etc.) including:

   1. Mowing schedules.
   2. Weed control.
   3. Planting schedules.
   4. Clearing and clean-up.

d. Be incorporated in the easement described above.

e. Be a perpetual obligation of the owner of the protected conservancy area.

(e) *Process.*

(1) *Concept plan*. For all developments, the planning commission shall take action on a concept development layout plan prior to the applicant filing for approval of a preliminary plat. The concept plan shall identify the following:

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a. Primary conservation features including but not limited to wetlands, floodplains, drainage courses, steep slopes and specimen trees.

b. Secondary conservation features including but not limited to woodlands, natural meadows, scenic features, passive and active recreational amenities and view sheds.

c. Location of house sites.

d. Street alignments and trails.

(2) Easement and stewardship plan. For any application containing protected conservancy areas, including all conservation subdivisions, the easement and stewardship plan are required to be submitted with the preliminary plat and are subject to planning commission approval at the time of the preliminary plat.

Sec. 58-235. - R-1B single-family rural residential district.

The R-1B district is intended to provide for large lot single-family residential development primarily within the area designated on the land use plan map as "rural service area." The district regulations are designed to accommodate homes which will generally be served with private on-site waste facilities.

Sec. 58-236. - R-2 single-family rural residential district.

The R-2 district is intended to provide for large lot single-family residential development of a semi-rural nature in areas where public water or sewerage facilities are not reasonably available. This district shall generally serve as a transition between the urban and rural service area illustrated on the land use plan map. Additionally, this district is appropriate for development adjacent to rivers, streams, Lake Michigan, and other sensitive environmental areas.

Sec. 58-237. - R-2B single-family suburban residential district.

The R-2B district is intended to provide for large lot single-family residential development primarily within the area designated on the land use plan map as "urban service area." The district regulations are designed to reasonably accommodate large homes which may potentially be served by public sewerage facilities.

Sec. 58-238. - R-3 single-family suburban residential district.

The R-3 district is intended to provide for large lot single-family residential development primarily within the area designated on the land use plan map as "urban service area." The district regulations are designed to reasonably accommodate large homes which may potentially be served by public sewerage facilities.

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Sec. 58-239. - R-4 single-family suburban residential district.

The R-4 district is intended to provide for medium sized lot single-family residential development within the area designated on the land use plan map as "urban service area." The district regulations are designed to accommodate moderately large homes in a manner which efficiently utilizes potential public water and sewerage facilities.

Sec. 58-240. - R-5 single-family suburban residential district.

The R-5 district is intended to provide for relatively small lot single-family residential development within the area designated on the land use plan map as "urban service area." The district regulations are designed to accommodate specialized housing needs characteristic of reduced lot and home size.

Sec. 58-241. - R-6 two-family and three to four unit multiple-family suburban residential district.

The R-6 district is intended to provide for high quality medium density residential development for two-family dwellings and multiple-family dwellings with no more than four units per structure within the areas designated on the land use plan map as "single-family attached." All uses are subject to planning commission approval of the building, site and operational plans.

Sec. 58-242. - RM multiple-family residential district.

The RM district is intended to provide for high quality, low density multiple-family development within the areas designated on the land use plan map as "multi-family." All uses are subject to planning commission approval of the building, site and operational plans.

Secs. 58-243—58-245. - Reserved.

Sec. 58-246. – Permitted uses in residential districts.

Table 58-246 sets forth the permitted uses for each residential zoning district. Permitted uses in any protected conservancy area in the R-1 district are set forth in section 58-234(d)(2).

[INSERT TABLE]

Sec. 58-247. – Permitted accessory uses in residential districts.

(a) *Permitted accessory uses generally*. Table 58-247 sets forth the permitted accessory uses for each residential zoning district.

[INSERT TABLE]

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(b) *Garages and carports.*

(1) No garage or carport shall be erected prior to the erection of the principal building to which it is accessory.

(2) The following provisions apply to properties zoned R-1 through R-5:

a. Except as otherwise specifically provided below, no more than one principal garage, either attached or detached, shall be permitted on a lot.

b. If there is a residence without an attached garage, one principal detached garage not to exceed 800 square feet in area shall be permitted.

c. If a residence was constructed prior to year 2003 with an attached garage in which two full-sized personal automobiles cannot reasonably be stored side-by-side, one principal detached garage not to exceed 675 square feet in area shall be permitted, provided no such garage structure shall be sited in front of an existing residence or in such other location as shall unreasonably affect or adversely impact the beauty and general enjoyment of existing residences or adjoining properties.

d. Enclosed vehicular storage space for not more than one vehicle may be rented to persons not resident on the lot, such space being defined as an area not to exceed 300 square feet.

(c) *Detached storage structures*.

In addition to any permissible garages, a single detached storage shall be permitted in the following zoning districts subject to the following conditions:

(1) On any property zoned R-1 provided that no such detached storage structure shall exceed the lesser of 2,178 square feet or one percent of the area of the property; however, if the property is subject to an AO agricultural overlay, the property shall not be restricted in the number or size of detached storage structures.

(2) On any property zoned R-1B through R-5 subject to the following conditions:

a. If a guesthouse is constructed as a conditional use, no detached storage structure is permitted.

b. A detached storage structure shall not exceed one percent of the lesser of (a) five acres or (b) the area of the property if the property is not divisible in the current zoning district or, if it is divisible, the zoning district's minimum lot size.

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(d) *Parking requirements for the RM Zoning District.*

(1) *Enclosed Parking.* Each dwelling unit shall be provided a minimum of the following number of enclosed parking spaces:

a. One-bedroom units: 1.75 parking spaces.

b. Two-bedroom units: 2.00 parking spaces.

c. Three-bedroom units: 2.00 parking spaces.

(2) *Off-street parking ratio.* Off-street parking for guest parking shall be provided at the rate of one space for every two dwelling units, but no less than four spaces per development.

(e) *Home occupations.*

(1) The home occupations shall be clearly incidental to the principal residential use.

(2) The home occupation shall be carried on wholly within the principal residential dwelling or within a permitted accessory structure and only by residents occupying the premises and one additional person not a resident on the premises.

(3) No article or service shall be sold or offered for sale on the premises except by telephone or electronically with products stored and any physical delivery occurring elsewhere.

(4) The home occupation shall not normally generate customer or client traffic to the residential premises.

(5) No retail or wholesale business shall be conducted on the premises.

(6) No sand, gravel, stone, topsoil or peat moss shall be removed from the premises for commercial purposes.

(7) No materials, equipment or vehicles used in the home occupation shall be stored outside.

(8) Any off-street parking area shall be maintained reasonably dustless and adequately screened from adjoining residential properties.

(9) The home occupation shall not generate or result in offensive noise, vibration, smoke, dust, odors, heat, or glare if any of the foregoing creates a nuisance or is otherwise incompatible with the surrounding residential area.

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(10) In the R-6 zoning district, there shall be no signs for the home occupation. A sign for a home occupation in any other residential zoning district shall comply in all respects with the requirements in the sign code for home occupation signs.

Sec. 58-248. – Conditional uses in residential districts.

(a) *Generally*. Table 58-248 sets forth the conditional uses for each residential zoning district. Specific conditions and requirements for each conditional use are set forth in the provisions following Table 58-248. These conditions and requirements are in addition to those set forth in, and imposed, under article II, division 3 and elsewhere in this Code.

[INSERT TABLE]

(b) *Commercial outdoor recreational facilities*.

(1) Such facilities are open to the public or available through membership.

(2) Examples include, but are not limited to, athletic fields, sport courts, playgrounds, and golf courses.

(3) Structures customary to such facilities may be approved; however, the primary activity shall be conducted outdoors.

(4) Except for conservation subdivisions in the R-1 zoning district, these uses must be approved through a planned unit development.

(c) *Utility, transmission and distribution lines, poles, and other accessories*.

(1) When a utility proposes a main inter-city transmission facility, the utility shall give notice to the planning commission of such intention and of the date of hearing before the public service commission and, before actual construction, shall file with the planning commission a map description of the route of transmission line.

(2) Public and/or private utility installations less than three feet in height shall be subject only to city staff approval and may be allowed subject to staff-imposed conditions regarding, among other things, effective screening from public view with all-season vegetation.

(d) *Community living arrangements*.

(1) No structure shall be greater than two stories.

(2) Structures shall comply with the city's Architectural Guidelines for Residential Structures in effect at the time of approval.

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(3) The maximum floor area ratio shall be 20%.

(4) Parking shall be located on the side or rear of the primary structure, shall be offset at least 30 feet from all property lines and shall be screened with all-season vegetation from adjoining one-family dwelling or two-family dwelling.

(5) No signs shall be allowed.

(6) The use shall be licensed to the extent required by state law, located as restricted by state law and subject to hearings before the common council to the extent allowed by state law.

(7) The planning commission, subject to all fair housing law requirements, may reject any application for a conditional use for a community living arrangement at its discretion.

(e) *Accessory dwelling units*.

(1) An accessory dwelling unit is an area, other than an area in a basement, attached to or contained within a primary dwelling unit with its own bathroom, kitchen and sleeping area. As used in this paragraph, a kitchen is an area with a sink, a refrigerator and a stove, range, oven or cooktop.

(2) The primary dwelling unit must be owner occupied at any time that a person other than the owner or a legal dependent of the owner occupies the accessory dwelling unit. A property shall be deemed to be owner occupied if an owner or in the case of an owner entity, the person who has voting control of the entity, is either registered to vote using that address or claims the property as the person's primary residence for the Wisconsin lottery and gaming credit.

(3) An accessory dwelling unit may only be occupied by a family member, blood relative, legal dependent, caretaker or paid servant of a resident of the primary dwelling unit.

(4) There can be no more than one accessory dwelling unit per one-family dwelling.

(5) The total living area of an accessory dwelling unit can be no larger than 40% of the total living area of the primary dwelling to which it is attached or contained. Total living area shall be measured from the outside of exterior walls (excluding cellars, basements, open porches, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating or sleeping purposes).

(6) The accessory dwelling unit must have at least one common entrance with the primary dwelling unit.

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(7) There shall not be separate direct entrances for each dwelling unit on the front of the building unless this prohibits handicapped access.

(8) An accessory dwelling unit may not have a separate postal address.

(9) An area in a basement that would qualify as an accessory dwelling unit if not in a basement shall be permitted without a conditional use grant provided there is no accessory dwelling unit on the property and provided that the city and the owner record an agreement that encumbers the property by which the owner covenants that no accessory dwelling unit may be constructed on the property and the use of such basement area shall be subject to the requirements of (2), (3), (6), (7) and (8).

(f) *Guesthouses*.

(1) A guesthouse is a detached structure with living quarters and is intended for the temporary stay of occasional guests.

(2) A guesthouse may not contain a stove, oven, range or cooktop.

(3) A guesthouse may not be rented or used as a separate dwelling.

(4) A guesthouse may not be constructed unless the property contains a primary residence.

(5) If a guesthouse is constructed, no detached storage structure is permitted unless the property is in the R-1 zoning district.

(6) A guesthouse shall not exceed one percent of the lesser of (a) five acres or (b) the area of the property if the property is not divisible in the current zoning district or, if it is divisible, the zoning district's minimum lot size.

(7) A guesthouse may not have a separate postal address.

(g) *Historically significant structures used as private clubs or private lodges*.

(1) A structure is only historically significant if it is listed on the National Register of Historic Places or has been designated a local landmark by the Mequon Landmarks Commission.

(2) No more than one vehicle may be temporarily parked in a driveway in front of the primary structure. All other exterior parking shall be located on the side or rear of the primary structure, shall be offset at least 30 feet from all property lines and shall be screened with all-season vegetation from any adjoining one-family dwelling or two-family dwelling.

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(h) *Bed and breakfast establishments*.

Bed and breakfast establishments shall be licensed under, meet the requirements of and be operated in accordance with Wis. Stat. § 97.01 and Wis. Admin. Code § ATCP 73, as amended or renumbered from time to time, and all other applicable laws.

(i) *Landscape contracting businesses*.

(1) The business shall occupy no more than 10 acres.

(2) No outside storage of materials or equipment.

(3) The business and its primary operations must be at least 500 feet from any dwelling on any adjoining parcel.

(4) No on-site sales of mulch or other related products.

Sec. 58-249. – Technical requirements of residential districts.

(a) *Generally*. Table 58-249 sets forth the technical requirements for each residential zoning district.

[INSERT TABLE]

(b) *Explanations*. As used in Table 28-248:

(1) Minimum living area shall be measured from the outside of exterior walls (excluding cellars, basements, open porches, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating or sleeping purposes).

(2) Minimum building setback shall be measured from the ultimate right-of-way line of each public street, road, or highway which abuts the subject property.

(3) Minimum building offset shall be measured from each side and rear lot line other than a lot line subject to a minimum building setback.

(4) Maximum lot coverage percentage shall be the percentage of a property covered by buildings and structures.

(c) *Special maximum lot coverage standards*.

(1) Maximum lot coverage percentage shall not apply to a residential planned unit development unless the common council determines otherwise in the ordinance that creates the planned unit development.

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(2) If a property is in the R-1 through R-3 zoning districts and the property is smaller than the minimum lot size for the zoning district in which it is located, the maximum lot coverage percentage shall be the percentage applicable to the zoning district with a minimum lot size smaller than, but closest in size to, the property.

Secs. 58-250—58-262. - Reserved.

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Exhibit B

Sec. 58-8

The following definitions shall be added to section 58-8 (the definitions section for the zoning code):

Attached means, when referencing a structure attached to a dwelling, that (a) the attached structure has interior access to the dwelling at or above grade, (b) a wall on the attached structure shares a wall on the primary dwelling, or is continually connected to a wall on the primary dwelling, for at least 30% of the shared or connected wall on the primary dwelling, but in any event for no less than six feet, (c) the attached structure and the primary dwelling have a common roof line or the attached structure has a connection between its roofline and the primary dwelling, and (d) there is a connection between the foundation of the attached structure and the primary dwelling. An attached structure shall be deemed to be part of the dwelling. This definition shall not modify the definition for the defined term *attached dwelling*. *Detached* means an adjoining structure or other structure on the property that does not meet the foregoing definition of attached and is not an attached dwelling.

Conservation subdivision means a residential development other than an estate lot design subdivision.

Estate lot design subdivision means a residential subdivision in which the minimum residential lot size is at least five acres.

Protected conservancy area means that portion of a development that is permanently set aside for the protection of sensitive natural features, farmland, scenic views and other unique features.

The following definitions already existing in section 58-8 shall be modified as follows (additions are underlined and deletions are stricken):

Dwelling, single-family, means a structure designed exclusively for use and occupancy by one family and that is not an attached dwelling.

Dwelling, two-family means a structure arranged or designed to provide dwelling units as attached dwellings for occupancy by two families living independently of each other.

Dwelling, multiple-family, means a structure arranged or designed as attached dwellings to be occupied by three or more families living independently of each other.

Lot coverage means that portion of the lot that is covered by buildings and structures.

The term "one-family" shall be replaced with "single-family" in the following locations of the code.

Section 58-301 – h1, k1, k2, m3
Section 58-302 - h1, k1, k2, m3
Section 58-303 -(B) Planned Residential Neighborhood a, b,

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Exhibit B

The following sections of the code shall be modified as follows (additions are underlined and deletions are stricken):

Sec. 58-202. Establishment of districts.

In order to carry out the purpose and provisions of this chapter, the City of Mequon is hereby divided into the following districts:

R-1 single-family rural residential district five-acre minimum)

R-1B single-family rural residential district (2.5-acre minimum)

R-2 single-family rural residential district (two-acre minimum)

R-2B single-family suburban residential district (1.5-acre minimum)

R-3 single-family suburban residential district (one-acre minimum)

R-4 single-family suburban residential district (¾-acre minimum)

R-5 single-family suburban residential district (½-acre minimum)

R-6 two-family and three to four unit multiple-family suburban residential district (20,000-square-foot minimum structure)

RM multiple-family residential district (low density: four to eight units/acre multiple-family dwellings)

Sec. 58-530(c)(4)

(4) Feces shall be removed from yards and enclosures daily and stored in tightly covered metal containers that are setback at least 50 feet from the property line.

Sec. 58-532(f)(2)

(2) No building housing producing animals shall be closer than 50 feet to any lot line except for chicken enclosures on residentially zoned properties, which are governed by the specific standards for chickens set forth above.

Sec. 58-639. - Dedications.

(a) All facilities and improvements installed prior to the final approval of the plat shall be considered dedicated along with streets and other public areas upon the approval of the plat, certified survey map or condominium declaration. Facilities and improvements completed under bond or other financial guarantee after the approval of the plat shall be considered dedicated upon their approval and acceptance and release of the bond or other guarantee. The city may require one or more transfer documents.

(b) In the case of a land division, subdivision or condominium in the R-1 zoning district of a development site of more than 25 acres (including two or more parcels that in the aggregate are greater than 25 acres) for a conservation subdivision for which approval is sought after the effective date of the ordinance from which

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this article is derived, and the approval for which shall be conditioned upon the dedication of public right of way, then for the purpose of determining lot size compliance and/or permissible lot yield, the area of land so dedicated shall not be subtracted from the total area of the resulting development site or parcels.

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Exhibit C

Sec. 58-265. - OA agricultural overlay district.

(a) *Purpose.* The OA agricultural overlay district is intended to provide for, maintain, preserve, and enhance agricultural lands. The purposes of the district are to:

(1) Protect and encourage the continuation of existing farm operations.

(2) Minimize conflicts between farm and non-farm uses.

(b) *Permitted uses.*

(1) Any use by right in the underlying base district.

(2) All uses commonly classified as agriculture, horticulture, or forestry, including crop and tree farming, truck farming, gardening, nursery operation, stock raising (not including raising of fur-bearing animals, or animal hospitals), dairy farming, and forestry operations, together with the operation of any machinery or vehicles incidental to the above uses.

(3) Municipal utilities.

(4) Barns, sheds and other similar agricultural structures, but not greenhouses or structures that will house domestic animals or wild animals, each as defined in section 58-516. Greenhouses are regulated by the provisions of the underlying zoning district. Structures housing domestic animals and wild animals are regulated by the provisions of division 11 of this chapter. If a structure permitted under this provision is more than 1,000 square feet, the design is subject to planning commission approval. Other district standards, such as lot coverage ratio, apply. The application processing fee will be waived. The common council has approved this waiver to minimize the burden to the city's farmers and to encourage agricultural pursuits.

(c) *Permitted accessory uses.*

(1) Permitted accessory uses in the underlying base district.

(2) Temporary roadside stands for display and sale of agricultural products grown or produced on the premises. Such uses shall be subject to planning commission approval and the following requirements:

a. Off-street parking for a minimum of four vehicles shall be provided.

b. No stand shall be permitted in a location where it would create a traffic hazard or nuisance. Driveways shall be located to minimize possible interference with normal flow of highway traffic.

Attachment: Exhibit C (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

c. No such stand shall be closer than 50 feet to the existing street line or closer than 20 feet to any other lot line.

d. One sign, not exceeding 20 square feet in area, shall be set back at least ten feet from the road right-of-way.

(d) *Conditional uses.*

(1) Conditional uses in the underlying base district.

(2) Commercial hatcheries.

(3) Commercial greenhouses and nurseries.

(4) Animal and animal-related uses specified in division 11 as conditional uses in the OA district.

(5) Parks, forest preserves, and recreational areas.

(6) Public and or private utility, transmission and distribution lines, poles, and other accessories provided that when the utility proposes a main inter-city transmission facility, the utilities shall give notice to the planning commission of such intention and of date of hearing before the public service commission, and before actual construction shall file with the planning commission a map description of the route of transmission line. Public and/or private utility installations less than three feet in height shall be subject only to City of Mequon staff approval and may be allowed subject to staff-imposed conditions of section 58-265 regarding, among other things, effective screening from public view with all season vegetation.

(7) Landscape contracting businesses.

(8) Commercial outdoor recreational facilities subject to the conditions set forth in section 58-248(b).

(9) Wineries.

(e) *Lot size.* The minimum lot size shall have an area of not less than ten acres for uses in the OA district. The minimum lot size for property used only as residential shall be in accordance with the underlying base district.

(f) *Building height.*

(1) The height of any dwelling unit shall not exceed 42 feet.

(2) The height of other farm structures shall not exceed 60 feet.

Attachment: Exhibit C (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

(g) *Minimum average lot width.* The minimum average lot width shall be no less than 400 feet when land is used in accordance with the OA district. Average lot widths for other uses shall be in accordance with the underlying base district.

(h) *Minimum building setback.* In accordance with the underlying base district.

(i) *Minimum building offset.* Residential structures shall be in accordance with the underlying base district. Buildings or structures housing livestock shall not be erected closer than 50 feet to a side or rear lot line. Structures for the housing of farm equipment shall not be erected closer than 30 feet to the side or rear lot line.

Attachment: Exhibit C (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

Exhibit D

Table 58-246	R-1	R-1B	R-2	R-2B	R-3	R-4	R-5	R-6	RM
Single-family dwellings	X	X	X	X	X	X	X		
Two-family dwellings and multiple-family dwellings for no more than four families								X	
Multiple-family dwellings with no more than eight units per building									X
Community living arrangements for eight or fewer persons in accordance with Wis. Stat. § 62.23(7)(i)	X	X	X	X	X	X	X	X	X
Community living arrangements for more than eight but less than 16 residents in accordance with Wis. Stat. § 62.23(7)(i)									X
Animals and animal-related uses specified in division 11 as permitted uses in this zoning district	X	X	X	X	X	X	X	X	X
Long-term rental of a dwelling	X	X	X	X	X	X	X	X	X

Attachment: Exhibit D (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

Table 58-247	Additional Regulations Below	R-1	R-1B	R-2	R-2B	R-3	R-4	R-5	R-6	RM
Private garages	X	X	X	X	X	X	X	X	X	X
Private carports	X	X	X	X	X	X	X	X		
Paved parking areas	X	X	X	X	X	X	X	X	X	X
Home occupations and professional offices	X	X	X	X	X	X	X	X	X	X
Detached storage structures	X	X	X	X	X	X	X	X	X	X
Family child care homes in accordance with Wis. Stat. §§ 66.1017 and 48.65		X	X	X	X	X	X	X	X	X
Private outdoor recreational facilities normally accessory to a residential use		X	X	X	X	X	X	X	X	X
Short-term rental of a dwelling in accordance with section 58-422		X	X	X	X	X	X	X		
Non-commercial greenhouses that do not exceed 150 square feet - such uses do not count against the total detached storage structures allowed		X								

Attachment: Exhibit D (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

Table 58-248	R-1	R-1B	R-2	R-2B	R-3	R-4	R-5	R-6	RM
Commercial outdoor recreational facilities	X	X	X	X	X	X	X	X	
Public and or private utility, transmission and distribution lines, poles, and other accessories	X	X	X	X	X	X	X	X	X
Community living arrangements for more than eight but less than 16 residents in accordance with Wis. Stat. § 62.23(7)(i)	X	X	X	X	X	X	X	X	X
Community living arrangements for 16 or more persons in accordance with Wis. Stat. § 62.23(7)(i)	X	X	X	X	X	X	X	X	X
Accessory dwelling units	X	X	X	X	X	X			
Guesthouses	X	X	X	X	X				
Historically significant structures used as private clubs or private lodges	X	X	X	X	X				
Bed and breakfast establishments	X		X						
Landscape contracting businesses	X								

Attachment: Exhibit D (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

Table 58-249	R-1									
	Estate Lot Design	**Conservation**	**R-1B**	**R-2**	**R-2B**	**R-3**	**R-4**	**R-5**	**R-6**	**RM**
Minimum Lot Size	5.0 acres (217,800 sq. ft.)	0.75 acres (32,670 sq. ft.)	2.5 acres (108,900 sq. ft.)	2.0 acres (87,120 sq. ft.)	1.5 acres (65,340 sq. ft.)	1.0 acre (43,560 sq. ft.)	0.75 acres (32,670 sq. ft.)	0.5 acres (21,780 sq. ft.)	1.0 acre (43,560 sq. ft.)	One-bedroom units, 6,000 square feet (i.e., 7.26 units per acre) Two-bedroom units, 7,000 square feet (i.e., 6.2 units per acre) Three-bedroom units, 10,000 square feet (i.e., 4.35 units per acre)
Density	N/A	one dwelling per five acres	N/A	N/A	N/A	N/A	N/A	N/A	Four units per acre	N/A
Minimum Living Area										
Single-family dwelling uni	1,800 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,800 sq. ft.	1,400 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,400 sq. ft.	N/A	N/A
One-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,000 sq. ft.	900 sq. ft.
Two-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,200 sq. ft.	1,100 sq. ft.
Three-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,400 sq. ft.	1,300 sq. ft.
Maximum Building Height*										
Dwelling Height	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.
Accessory Structures	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Minimum Average Lot Width and Minimum Average Lot Length	300 ft.	N/A	200 ft.	200 ft.	175 ft.	150 ft.	130 ft.	120 ft.	150 ft.	150 ft.
Minimum Building Setbacks										
Local Streets	100 ft.	See text	50 ft.	75 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 feet (planning commission may vary to no less than 25 feet)
Expressways - Freeways	100 ft.	See text	200 ft.	75 ft.	200 ft.	200 ft.	200 ft.	200 ft.	100 ft.	100 ft.
Primary Arterials	100 ft.	See text	100 ft.	75 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.
Secondary Arterials	100 ft.	See text	80 ft.	75 ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.
Local Arterials	100 ft.	See text	70 ft.	75 ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.
Minimum Building Offset										
Generally	30 ft.	30 ft.	25 ft.	30 ft.	25 ft.	20 ft.	20 ft.	20 ft.	20 ft. (side); 35 ft. (rear)	15 ft.
Building or structures housing livestock	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	N/A	N/A	N/A
Maximum Lot Coverage Percentage	5%	10%	10%`	10%	15%	15%	15%	20%	30%	30%

* See section 58-418(d)

Attachment: Exhibit D (ORDINANCE 2021-1591 : Chapter 58 Conservation Subdivision & OA)

City of Mequon

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

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

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **May 5, 2021**
SUBJECT: **ORDINANCE 2021-1592 An Ordinance Amending Section 50-100 of the Mequon Municipal Code Relating to Sex Offender Residency Restrictions and Child Safety Zones and Creating Chapter 2, Article IX, Division 18 to Establish a Sex Offender Residency Appeal Board**

Background

In 2014, the Council adopted section 50-100 of the Municipal Code which regulates where certain sex offenders may reside within the City. At the time, there was significant concern that Mequon would become a potential "dumping ground" of sorts because the City was one of the last communities in southeast Wisconsin to adopt this type of regulation. Then, in 2017, a federal judge in the Eastern District of Wisconsin issued an order finding that Pleasant Prairie's sex offender ordinance violated the Ex Post Facto clause and the Equal Protection clause of the U.S. Constitution. Following that decision, multiple other communities in the State were threatened with litigation (or were sued). To avoid lawsuits (either those that had been threatened, or to avoid being the next target) numerous communities amended their ordinances because of similarities to the Pleasant Prairie ordinance.

Additionally, in response to the proliferation of these ordinances, the Legislature adopted 2015 Wis. Act 156 in 2016 which preempts local ordinances as it relates to the placement of sexually violent persons on release and supervision under Chapter 980. Thus, ordinances that were in place prior to this enactment should be updated to address the preemption issue.

Based upon these issues, the topic of sex offender residency restrictions is being brought forth for discussion of possible amendments to the City's existing ordinance. Following discussion on potential changes by the Public Safety Committee at its last two meetings, the proposed ordinance reflects the input from Committee members and includes two additional changes from the version that was presented to the Committee in April. First, to be consistent with the treatment of all other boards and commissions in the City by the Municipal Code, the ordinance was amended to place the general information (membership, voting requirements, etc.) related to a Sex Offender Residency Appeals Board in Chapter 2. Second, there were a few typographical changes that were made (e.g., changing "his/her designee" to the gender neutral "their designee").

Discussion

For the benefit of the Council, there are two key areas of concern based on the legislative changes and the Pleasant Prairie decision. This memo will address the concerns generally and the determination/recommendation of the Committee. If you wish to review all of the various

options that were discussed, you may view my memo in the March Public Safety Committee meeting packet, located here: <http://mequoncitywi.iqm2.com/Citizens/FileOpen.aspx?Type=30&ID=33622&MeetingID=2762>

1. Chapter 980 Preemption

Of the issues identified above, the easiest to address is the Chapter 980 preemption issue. Under Chapter 980, certain "sexually violent persons" may be committed for treatment following a petition and hearing process. In 2016 the Legislature changed the law to provide that local residency restrictions do not apply to those sexually violent persons that have been released into the community under supervision of the Department of Health Services (similar to probation in the criminal context). While this preemption may raise some concerns about safety of the public, Chapter 980 does include restrictions applicable to these offenders. Specifically, under Chapter 980, a sexually violent person may not reside within a 1,500 foot radius around "any school premises, child care facility, public park, place of worship, or youth center" Wis. Stat. § 980.08(4)(f)(2). Additionally, for a serious child sex offender (an offender whose victim is under 13), the offender may not be placed into a residence adjacent to a property where a child's primary residence exists. Id. These restrictions apply only to offenders who are under active supervision of the Department of Health Services.

After discussion, the Committee decided to amend the ordinance to create restrictions for this class of offenders that match the state restrictions. The primary reason for this is that if the ordinance simply excluded these offenders from the code, then any enforcement of violations would be left to the Department of Corrections, the Department of Health Services, the Department of Justice, or District Attorney. If the City's code includes the same restrictions, then the City can have a more direct role in enforcement proceedings, as may be necessary.

2. Pleasant Prairie and other Caselaw Considerations

The constitutional issues raised by the Court in the Pleasant Prairie case centered on two primary issues. First, the Village's ordinance created a situation where 90% of the Village was off-limits to offenders. The area where offenders were allowed was mostly non-residential, and most lower-income housing was excluded. Second, the Village's ordinance did not offer a method for a sex offender to obtain an exemption or an individualized inquiry into the risk of each sex offender to the community.

On the first of these issues, the Committee considered different alternatives to ensure that the City's restrictions are not overly restrictive. Ultimately, given the divergence between the more open and rural parts of the City and the more densely populated portions, the Committee ultimately determined that the current 2,000-foot buffer ensured the most consistent treatment to the City as a whole. Absent any bright-line rule by the courts for what percentage of housing needs to be available to withstand judicial scrutiny, the Committee also considered the list of locations whereupon the buffer would apply. In reviewing the City's current list of locations, buildings and uses, some were removed because of the lower probability of unsupervised children being present (e.g., golf courses, personal fitness centers), some were removed because of a lack of notice and the difficulty to track locations (e.g., home school locations and non-permitted home-based businesses), and some were clarified to address interpretation issues (e.g.,

day cares being limited to state licensed facilities). The end result is a map that reflects what appears to be a reasonable balance between the competing interests of protecting children and the rights of offenders.

Concerning the second aspect of the Pleasant Prairie case, Mequon's ordinance clearly is in conflict with the Court on this point. The lack of due process and/or an individualized assessment of an offender, according to the Court in that case, presents a constitutional issue. Thus, the proposed ordinance creates an appeals board to hear cases where offenders wish to seek exemptions from the ordinance. This due process component is a key provision proposed for consideration, so as to avoid potential liability for constitutional violations.

An additional discussion point is the original domicile clause. In short, this provision provides that someone who was not a resident of Mequon at the time of the offense is ineligible to reside anywhere in the City. This provision was included in the Franklin ordinance (which became the model for most other communities, including Mequon) because they were primarily attempting to block the state from putting a group home for offenders near the Milwaukee County Jail facility located there. However, when reading the concerns about banishment in the caselaw, it becomes increasingly difficult to believe that this restriction would survive judicial scrutiny on its face. That said, some of the research suggests that an offender is less likely to re-offend if they have a solid support system. Accordingly, there may be instances where it is better for an offender to reside in Mequon than other places because, for example, they have close family connections in the City. Establishment of an Appeals Board allows for an individualized assessment of an offender while also representing something less than outright banishment from the community.

Lastly, the courts frequently make note of communities that have (or have not) done a thorough analysis of the problem in their decisions. Quite frankly, the available research on sex offenders and recidivism rates is a bit all over the board. The common element does appear that the risk is far more individualized based upon a wide variety of factors including proximity, familiarity, support, and the like. For this reason, the exemption/appeals process outlined in the proposed ordinance requires an analysis of all of these factors. However, I need to emphasize that as policymakers, you should familiarize yourself with the available information. To that end, the April Public Safety Committee packet included most of the most recent studies and caselaw on the issue. I encourage you to review the numerous (and unfortunately voluminous) attachments from that meeting, which can be found here: <http://mequoncitywi.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=2763&MediaPosition=&ID=6127&CssClass=>

Recommendation

A recommendation is forthcoming from the Public Safety Committee on May 11, 2021.

Attachments:
Exhibit A - Marked-up Sex Offender Ordinance Exhibit for Council (DOCX)
Exhibit B - Division 18 - Sex Offender Appeals Board (DOCX)
Clean Sex Offender Ordinance for Council (DOCX)
sex_offender_residency_restrictions (PDF)

Map 2000 Buffer (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1592

An Ordinance Amending Section 50-100 of the Mequon Municipal Code Relating to Sex Offender Residency Restrictions and Child Safety Zones and Creating Chapter 2, Article IX, Division 18 to Establish a Sex Offender Residency Appeal Board

A. The Wisconsin Statutes provide for punishment, treatment and supervision of persons convicted or otherwise responsible for sex crimes against children, including their release into the community.

B. Chapter 980 of the Wisconsin Statutes provides for the civil commitment of sexually violent persons, a more dangerous type of sex offender, and specifically, at Wis. Stat. § 980.08, following such commitment, under certain conditions, provides for the supervised release of such persons into the community.

C. According to a 1997 report titled *Sex Offenses and Offenders*, by the U.S. Department of Justice, the median age of the victims of imprisoned sexual assaulters was less than 13 years old and the median age of rape victims was 22 years; and 19% of those serving time for sexual assault and an estimated 24% of those serving time for rape had been on probation or parole at the time of the offense.

D. In 1994, it was estimated that 12% of imprisoned violent sex offenders had a prior conviction for rape or sexual assault while 61% had a prior felony for other crimes.

E. Furthermore, the Common Council has reviewed the findings of a number of State Legislatures across the United States, including, Pennsylvania, Alabama, Iowa, Florida, Maine and Louisiana, as they pertain to laws enacted which relate to, and in part impose restrictions upon sex offenders with respect to residency.

F. The Common Council has reviewed the decision of the U. S. Court of Appeals for the 8th Circuit, in *Doe v. Miller*, 405 F.3d 700, 716 (8th Cir. 2005)(Citations omitted), providing in part:

> "The record does not support a conclusion that the Iowa General Assembly and the Governor acted based merely on negative attitudes toward, fear of, or a bare desire to harm a politically unpopular group. Sex offenders have a high rate of recidivism, and the parties presented expert testimony that reducing opportunity and temptation is important to minimizing the risk of re-offense. Even experts in the field could not predict with confidence whether a particular sex offender will re-offend, whether an offender convicted of an offense against a teenager will be among those who "cross over" to offend against a younger child, or the degree to which regular proximity to a place where children are located enhances the risk of re-offense against children. One expert in the district court opined that it is just

> "common sense" that limiting the frequency of contact between sex offenders and areas where children are located is likely to reduce the risk of an offense. The policymakers of Iowa are entitled to employ such "common sense," and we are not persuaded that the means selected to pursue the State's legitimate interest are without rational basis."

G. Since 2007, there have been three Wisconsin state court cases addressing the legality of sex offender residency restriction ordinances: *City of Franklin v. Steven R. Hanke*, 07-CV-9978 (Milw. County Cir. Ct. 2007), *Village of Menomonee Falls v. Ferguson*, 2011 WI App 73 (Wis. Ct. App. 2011), and *City of South Milwaukee v. Kester*, 2013 WI App 50 (Wis. Ct. App. 2013).

H. In each of the three Wisconsin cases, the courts upheld the legality and enforceability of sex offender residency restriction ordinances.

I. The City of Mequon is a place of residence for families with children.

J. The Common Council has determined that the establishment of sex offender residency restrictions is reasonable and necessary to protect the health, safety and welfare of the residents and the Community.

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

SECTION I

Section 50-100 of the Mequon Municipal Code is amended to read as shown on the attached Exhibit A (NOTE: added text is double underlined; deleted text is ~~struck-through~~).

SECTION II

Chapter 2, Article IX, Division 18 of the Mequon Municipal Code is created to read as shown on the attached Exhibit B.

SECTION III

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

SECTION IV

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

SECTION V

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

_____

Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

Published: _____

EXHIBIT A

Sec. 50-100. Sex offender residency restrictions and child safety zones.

(a) *Findings, Intent and Purpose.*

(1) The Common Council has the power, pursuant to Wis. Stat. § 61.34, to enact legislation promoting the health, safety, and welfare of the public.

(2) The Common Council has reviewed the holdings and findings of the following court cases: *McKune v. Lile*, 122 S. Ct. 2017 (2002); *Smith v. Doe*, 123 S. Ct. 1140 (2003); *Doe v. Miller*, 405 F.3d 700 (8th Cir. 2005); *Vill. of Menomonee Falls v. Ferguson*, 334 Wis. 2d 131 (Wis. Ct. App. 2011); *City of S. Milwaukee v. Kester*, 347 Wis. 2d 334 (Wis. Ct. App. 2013); *Hoffman v. Vill. of Pleasant Prairie*, 249 F. Supp. 3d 951 (E.D. Wis. 2017); *Evenstad v. City of West St. Paul*, 306 F. Supp. 3d 1086 (D. Minn. 2018); *Vasquez v. Foxx*, 895 F.3d 515 (7th Cir. 2018); and *City of Werner v. City of Green Bay*, 743 Fed. Appx. 10 (7th Cir. 2018).

(3) Based upon a 2003 study by the United States Department of Justice, Bureau of Justice Statistics, titled *Recidivism of Sex Offenders Released from Prison in 1994*, sex offenders released from prison were four times more likely to be rearrested for a sex crime as compared to non-sex offenders released from prison. Of those individuals included in the study, forty percent (40%) of new sex crimes committed by those sex offenders released from prison had occurred within the first twelve (12) months of release. Further, child molesters who were released from prison were at least six (6) times more likely to be rearrested for another sex crime against a child as compared to a non-sex offender released from prison. Based upon a 2019 study by the United States Department of Justice, Bureau of Justice Statistics, titled *Recidivism of Sex Offenders Released from State Prison: A 9-Year Follow-Up (2005-14),* released sex offenders were more than three times as likely as other released prisoners to be arrested for rape or sexual assault, and released sex offenders accounted for 5% of releases in 2005 and 16% of arrests for rape or sexual assault during the 9-year follow-up period.

(4) The Common Council has conducted a review of other reports and studies related to creating and implementing specific desistance factors to reduce recidivism of sex offenders. The studies and reports that have been reviewed include the following: *Recidivism After Release from Prison*, State of Wisconsin Department of Corrections, Tatar, J. & Jones, M. (August 2016); *Examining the Effects of Residential Situations and Residential Mobility on Offender Recidivism*, Crime and Delinquency 61(3), 375-401, Steiner, B., Makarios, M. D., & Travis, L. F. (2015); *Examining Sexual Offenses through a Sociological Lens: A Socio-Cultural Exploration of Causal and Desistance Theories*, European Journal of Probation, 8(3), 170-184, Kyle, D. (2016); *Criminal Careers in the Short-Term: Intra-Individual Variability in Crime and Its Relation to Local Life Circumstances*, American Sociological Review, 60(5), 655-673, Horney, J., Osgood, W., & Marshall I.H., (1995); and *An Exploration of Protective Factors Supporting Desistance from Sexual Offending*, Sexual Abuse: A journal of Research and Treatment, 27(1), 16-33, Mann, R.E., de Vries Robbe, M., Maruna, S., & Thornton, D. (2015).

(5) While acknowledging that literature on sex offender recidivism, sex offender desistance, and sex offender residency restrictions contain studies which report varying effectiveness of certain strategies, the Common Council intends to use these strategies and studies to best create a regulatory framework which protects the children of the City of Mequon, yet allows for a constructive and safe assimilation of designated sex offenders into the community.

(6) The Common Council finds that the risk of recidivism decreases over time from the date of the last conviction, especially in circumstances where offenders have community connections, goals, and employment. The Common Council is also aware that absent a domicile clause, the City would have open doors for non-resident sex offender residency when other communities have closed doors, inviting a substantial increase in child sex offender placements, thereby increasing potential negative impacts on the health, safety, welfare, and additional cost to the City and its residents. Studies show increased recidivism rates for offenders who frequently move or do not have established community networks. These studies support maintaining a domicile clause thereby limiting designated offenders with no ties to the community and increasing the likelihood that a designated offender implements appropriate and

Attachment: Exhibit A - Marked-up Sex Offender Ordinance Exhibit for Council (ORDINANCE 2021-1592 : Sex Offender)

existing community support while allowing the community to remain intelligently attentive, aware, and provide adequate and appropriate intervention if needed.

(7) Given the high rate of recidivism for sex offenders, and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children and youth where they congregate or play in public places in addition to the protections afforded by state law near schools, day care centers and other places children and youth frequent. The city also finds and declares that in addition to schools and day care centers, children and youth congregate or play without parental or adult supervision at public parks, pools and other public and private places of enrichment activities, recreation, entertainment and amusement.

(8) Accordingly, the Common Council has created this regulatory measure designed to protect the health and safety of the children in the City against the threat posed by certain designated sex offenders. Sex offenders who prey on children represent a substantial danger to victims, target a particularly vulnerable group within the community who are less able to articulate or report abuse, and create a significant impact on law enforcement time and community resources to investigate abuses and mitigate risks. This section is also intended to demonstrate the City's resolute goal of protecting children in areas of potential vulnerability and impart the community's necessary expectation that designated sex offenders released into the community must maintain the community's confidence by demonstrating safe, productive, and law-abiding behavior while residing within the City. It is the intent of the Common Council that this regulatory scheme is civil and non-punitive in order to serve the City's compelling interest to promote, protect, and improve the health, safety and welfare of all citizens of the City.

~~This chapter is a regulatory measure aimed at protecting the health and safety of children and youth in the City of Mequon from the risk that convicted sex offenders may reoffend in locations close to their residences and against child victims. When convicted sex offenders reenter society, they are much more likely than any other type of offender to be rearrested for a new rape or sexual assault. Given the high rate of recidivism for sex offenders, and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children and youth where they congregate or play in public places in addition to the protections afforded by state law near schools, day care centers and other places children and youth frequent. The city also finds and declares that in addition to schools and day care centers, children and youth congregate or play at public parks, pools and other public and private places of enrichment activities, recreation, entertainment and amusement. Therefore, finding that sex offenders are a serious threat to public safety as indicated above, the city hereby declares the residency or presence of sex offenders in proximity to public and private places where children and youth may congregate or frequent under circumstances proscribed in this ordinance to be a public nuisance.~~

(b) *Definitions.* As used in this section and unless the context otherwise requires:

(1) *Sexually violent offense.* "Sexually violent offense" shall have the meaning as set forth in Wis. Stat. § 980.01(6), as amended from time to time.

(2) *Crime against children.* "Crime against children" shall mean any of the following offenses set forth within the Wisconsin Statutes, as amended, or the laws of this or any other state or the federal government, having like elements necessary for conviction, and which offense was perpetrated against a victim under the age of majority, respectively:

§ 940.225(1)	First Degree Sexual Assault
§ 940.225(2)	Second Degree Sexual Assault
§ 940.225(3)	Third Degree Sexual Assault
§ 940.22(2)	Sexual Exploitation by Therapist
§ 940.30	False Imprisonment - Victim was minor and not the offender's child
§ 940.31	Kidnapping - Victim was minor and not the offender's child
§ 944.01	Rape (prior Statute)
§ 944.06	Incest

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§ 944.10	Sexual Intercourse with a Child (prior Statute)
§ 944.11	Indecent Behavior with a Child (prior Statute)
§ 944.12	Enticing Child for Immoral Purposes (prior Statute)
§ 948.02(1)	First Degree Sexual Assault of a Child
§ 948.02(2)	Second Degree Sexual Assault of a Child
§ 948.025	Engaging in Repeated Acts of Sexual Assault of the Same Child
§ 948.05	Sexual Exploitation of a Child
§ 948.055	Causing a Child to View or Listen to Sexual Activity
§ 948.06	Incest with a Child
§ 948.07	Child Enticement
§ 948.075	Use of a Computer to Facilitate a Child Sex Crime
§ 948.08	Soliciting a Child for Prostitution
§ 948.095	Sexual Assault of a Student by School Instructional Staff
§ 948.11(2)(a) or (am)	Exposing Child to Harmful Material (felony sections)
§ 948.12	Possession of Child Pornography
§ 948.13	Convicted Child Sex Offender Working with Children
§ 948.30	Abduction of Another's Child
§ 971.17	Not Guilty by Reason of Mental Disease (of an included offense)
§ 975.06	Sex Crimes Law Commitment

(3) *Person.* "Person" shall mean a person who has been convicted of or has been found delinquent of or has been found not guilty by reason of mental disease or defect of a sexually violent offense and/or a crime against children.

(4) *Residence or reside.* "Residence" or "reside" shall mean the place where a person sleeps or otherwise qualifies as their residence under the law, and which may include more than one location, and may be mobile or transitory.

(c) *Residency restrictions.* A Person shall not reside within 2,000 feet of the real property comprising any of the following:

(1) Any facility for children, which means a public or private school, a group home as defined in Wis. Stat. § 48.02(7), a residential care center for children and youth as defined in Wis. Stat. § 48.02(15d), a shelter care facility as defined in Wis. Stat. § 48.02(17), a foster home as defined in Wis. Stat. § 48.02(6), a treatment foster home as defined in Wis. Stat. § 48.02(17q), a day care center licensed under Wis. Stat. § 48.65, a day care program established under Wis. Stat. § 120.13(14), a day care provider certified under Wis. Stat. § 48.651, or a youth center as defined in Wis. Stat. § 961.01(22); and/or

(2) Any facility used for:

a. A public park, parkway, parkland, park facility, or nature preserve including natural areas owned by private parties such as the Ozaukee-Washington Land Trust and the Milwaukee Metropolitan Sewerage District which are open for public access;

b. A public swimming pool, beach, or other aquatic facility open to the public;

c. A public library;

d. A recreational trail, but not an on-street bike path or a sidewalk;

e. A public playground;

f. A public or private school for children in grades pre-K through 12, but not including homeschool locations;

g. Athletic fields used by children;

h. A movie theatre; or

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~~i. A day care center;~~

~~j~~i. Any specialized school for children, including, but not limited to, a gymnastics academy, dance academy, swimming school or music school, excluding any such facility that is located within a residence for which a home occupation approval has not been granted by the City.~~;~~

~~k. A public or private golf course or range; and~~

~~l. Aquatic facilities open to the public;~~

The distance shall be measured from the closest boundary line of the real property supporting the residence of a ~~p~~Person to the closest real property boundary line of the applicable above enumerated uses. A map depicting the above enumerated uses and the resulting residency restriction distances, as amended from time to time, shall be kept on file in the office of the city clerk and the Mequon Police Department for public inspection.

(d) *Residency restriction exceptions.* A ~~p~~Person residing within 2,000 feet of the real property comprising any of the uses enumerated in subsection (c) above, does not commit a violation of this section if any of the following apply:

(1) The ~~p~~Person is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution or facility located within 2,000 feet of a use enumerated in subsection (c) above.

(2) The ~~p~~Person has established a residence prior to the effective date of this section which is within 2,000 feet of any of the uses enumerated in subsection (c) above, or such enumerated use is newly established after such effective date and it is located within such 2,000 feet of a residence of a ~~p~~Person which was established prior to the ~~effective date of this chapter~~establishment of such use.

(3) The ~~p~~Person is a minor residing with a parent or legal guardian who serves as parent or legal guardian to no more than one ~~p~~Person or is a ward under guardianship.

(e) *Original domicile restriction.* In addition to and notwithstanding the foregoing, but subject to subsection (d) above, no ~~p~~Person shall be permitted to reside in the City of Mequon, unless such ~~p~~Person was domiciled in the City of Mequon at the time of the offense resulting in the ~~p~~Person's most recent conviction for committing the sexually violent offense and/or crime against children.

(f) *Child safety zones.* No ~~p~~Person shall enter or be present upon any real property upon which there exists any facility used for or which supports a use of:

(1) A public park, parkway, parkland, park facility, or nature preserve including natural areas owned by private parties such as the Ozaukee-Washington Land Trust and the Milwaukee Metropolitan Sewerage District which are open for public access;

(2) A public swimming pool, beach, or other aquatic facility open to the public;

(3) A public library;

(4) A recreational trail, but not an on-street bike path or a sidewalk;

(5) A public playground;

(6) A public or private school for children in grades pre-K through 12, but not including homeschool locations;

(7) Athletic fields used by children;

(8) A movie theatre;

~~(9) A day care center;~~

(~~10~~9) Any specialized school for children, including, but not limited to a gymnastics academy, dance academy, swimming school or music school, excluding any such facility that is located within a residence for which a home occupation approval has not been granted by the City; or

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~~(11) A public or private golf course or range;~~

~~(12) Aquatic facilities open to the public; and~~

(~~13~~10) Any facility for children, which means a public or private school, a group home as defined in Wis. Stat. § 48.02(7), a residential care center for children and youth as defined in Wis. Stat. § 48.02(15d), a shelter care facility as defined in Wis. Stat. § 48.02(17), a foster home as defined in Wis. Stat. § 48.02(6), a treatment foster home as defined in Wis. Stat. § 48.02(17q), a day care center licensed under Wis. Stat. § 48.65, a day care program established under Wis. Stat. § 120.13(14), a day care provider certified under Wis. Stat. § 48.651, or a youth center as defined in Wis. Stat. § 961.01(22)

A map depicting the locations of the real property supporting the above enumerated uses, as amended from time to time, shall be kept on file in the office of the city clerk or the Mequon Police Department for public inspection.

(g) *Child safety zone exceptions.* A ~~p~~Person does not commit a violation of subsection (f) above and the enumerated uses may allow such ~~p~~Person on the property supporting such use if any of the following apply:

(1) The property supporting an enumerated use under subsection (f) also supports a church, synagogue, mosque, temple or other house of religious worship (collectively "church"), subject to the following conditions:

a. Entrance and presence upon the property occurs only during hours of worship or other religious program/service open to the public;

b. The individual or body in charge of the church permits such attendance or written advance notice is made from the ~~p~~Person to an individual in charge of the church and approval from an individual in charge of the church as designated by the church is made in return, of the attendance by the ~~p~~Person; and

c. The ~~p~~Person shall not participate in any religious education programs which include individuals under the age of 18.

(2) The property supporting an enumerated use under subsection (f) also supports a use lawfully attended by a ~~p~~Person's natural or adopted child/children, which child's use reasonably requires the attendance of the ~~p~~Person as the child's parent upon the property, subject to the following conditions:

a. Entrance and presence upon the property occurs only during hours of activity related to the use open to the public; and

b. Written advance notice is made from the ~~p~~Person to an individual in charge of the use upon the property and approval from an individual in charge of the use upon the property as designated by the owner of the use upon the property is made in return, of the attendance by the ~~p~~Person.

(3) The property supporting an enumerated use under subsection (f) also supports a polling location in a local, state or federal election, subject to the following conditions:

a. The ~~p~~Person is eligible to vote;

b. The designated polling place for the ~~p~~Person is an enumerated use; and

c. The ~~p~~Person enters the polling place property, proceeds to cast a ballot with whatever usual and customary assistance is provided to any member of the electorate; and the ~~p~~Person vacates the property immediately after voting.

(4) The property supporting an enumerated use under subsection (f) also supports an elementary or secondary school lawfully attended by a ~~p~~Person as a student under which circumstances the ~~p~~Person who is a student may enter upon that property for the purpose of attendance at the school at which the ~~p~~Person is enrolled, as is reasonably required for the educational purposes of the school and the ~~p~~Person.

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(h) *Violations*. If a ~~p~~Person violates any provision of this section, by establishing a residence or occupying residential premises within 2,000 feet of those premises as described therein, without any exception(s) as also set forth above, the city attorney, upon referral from the chief of police and the written determination by the chief of police that upon all of the facts and circumstances and the purpose of this chapter, such residence or occupancy presents an activity or use of property that interferes substantially with the comfortable enjoyment of life, health, safety of another or others, shall bring an action in the name of the city in the Circuit Court for Ozaukee County to permanently enjoin such residency as a public nuisance. If a ~~p~~Person violates any provision of this chapter, in addition to the aforesaid injunctive relief, such ~~p~~Person shall be subject to the general penalty provisions set forth under section 1-7 of the Mequon Municipal Code. Each day a violation continues shall constitute a separate offense. In addition, the city may undertake all other legal and equitable remedies to prevent or remove a violation of this section.

(i) *Appeal*. A Person may request an exemption from this section.

(1) Procedure. A Person may request an exemption from this section by submitting a written request for exemption, including any pertinent rationale for an exemption, to the Mequon Police Department prior to establishing a residence that would be in violation of this section or within fifteen (15) days after notification that the Person is in violation of this section. The Chief of Police or their designee shall conduct a review of the request for an exemption using any pertinent information and the criteria set forth in subsection (3) below. The Chief of Police or their designee shall approve, approve an exemption subject to necessary conditions (hereafter "conditional exemption"), or deny the request. The Chief of Police or their designee shall issue the decision within thirty (30) days of receiving the request for exemption and shall provide a written copy of that decision to the Person, the City Clerk, and the City Attorney. Any request for an exemption which has not been approved, approved for a conditional exemption, or denied by the Chief or their designee within thirty (30) days of the request shall be deemed to be denied for the purposes of this section.

(2) The decision by the Chief of Police or their designee may be appealed by the Person within thirty (30) days by submitting a written appeal to the Sex Offender Residency Appeal Board (hereafter "the Board") via the City Clerk's Office. The Board shall hold a hearing on each appeal, during which the Board may review any pertinent information and may accept oral and written statements from any person.

(3) The Chief of Police or their designee and/or the Board shall base their decision upon any factors related to the City's interest in promoting, protecting, and improving the health, safety, and welfare of the community, including but not limited to:

a. The nature of the predicate offense causing the appellant to be a designated offender including the relationship of the offender to the victim, the presence or use of force, and the presence of enticement.
b. Police reports related to the predicate offense if available.
c. Proximity of the requested residence to the victim or a child safety zone.
d. The age of the offense, offender, and victim.
e. Recommendation of the probation or parole officer, if one exists.
f. Recommendation of the Police Department.
g. Recommendation of any treatment practitioner.
h. Proposals for safety measures and assurances by the Person.
i. Conditions to be placed on any exception or variance from the requirements of this section.
j. Support systems in place for the Person.
k. Who the Person will be or is living with at the prohibited location.
l. Statements of the surrounding community or victim.
m. Treatment, sobriety, or rehabilitative measures taken by the Person.
n. The Person's current employment or social activities.
o. The Person's criminal history.
p. The Person's level of credibility and remorse.
q. Alternative options for housing.
r. The need to protect the victim or similarly situated individuals.

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(4) The Board shall issue a decision by a majority vote. The Board may decide to deny an exemption, issue an exemption, or issue a conditional exemption. A written copy of the decision shall be provided to the Person. The Person must consent to the terms of the conditional exemption for the conditional exemption to be valid, and must demonstrate acceptance of the terms of the conditional exemption by signing and dating a copy of the Board's decision and conditions. The Person must provide a copy of the signed conditional exemption to the City Clerk's Office and the Mequon Police Department. The Person will have fourteen (14) days from the date the written conditional exemption is issued to accept and return a signed copy to the appropriate locations or the conditional exemption will deemed as void and the appeal denied by the Board. The Person need not sign an exemption that has been denied by the Board or an exemption approved without any necessary conditions by the Board.

(5) A conditional exemption may include, but is not limited to, the following terms:

a. Curfew restrictions.
b. Cohabitant restrictions or requirements.
c. Sobriety restrictions.
d. Conduct restrictions.
e. Residency restrictions.

(6) If an exemption or conditional exemption is granted by the Chief or their designee or the Board, that exemption will only apply to the specific Person who had applied for the exemption at the requested residence and shall not be transferable to any other Person or to any other location.

(7) An exemption expires when the Person who was granted said exemption changes their domicile and/or changes their residence, whether within the City or outside the City.

(8) An exemption or conditional exemption issued by the Chief or their designee or the Board may be revoked by the Chief or their designee if the Person is found to have violated the conditions or there is probable cause to believe the Person has committed (an) additional act(s), which had occurred either before or after the exemption or conditional exemption was issued, that would cause a Person to be classified as a designated offender. The Chief or their designee shall provide written notice to the Person that the exemption or conditional exemption has been revoked. This notice shall be deemed properly delivered if sent by either first class mail or hand delivered to the Person's last known address. If the Person cannot be located, the notice shall be deemed to be properly delivered if a copy is left at the Person's address which had been exempted in the presence of some competent member of the family at least fourteen (14) years of age or a competent adult currently residing there. The revocation of an exemption may be appealed to the Board pursuant to the above procedure.

(9) For the purposes of this section, pursuant to Wisconsin Statute Section 68.16, the City of Mequon is specifically electing not to be governed by Chapter 68 of the Wisconsin Statutes.

(10) If the Board denies the request for exemption or upholds a revocation of exemption or conditional exemption, the Person may appeal the decision within thirty (30) days to the Ozaukee County Circuit Court.

(j) Exception for placements under Wis. Stat. Chapter 980. To the extent required by Wis. Stat. § 980.135, a Person who is subject to supervised release under Wis. Stat. § 980.08 shall not be governed by the foregoing provisions of this section restricting or prohibiting a Person from residing in certain locations, but shall instead be subject to all of the following:

(1) A Person who is on supervised release under Wis. Stat. § 980.08 shall not reside within 1,500 feet of the real property comprising any school premises, child care facility, public park, place of worship, or youth center. A person is not in violation of this provision if any school premises, child care facility, public park, place of worship, or youth center is established within 1,500 feet from the Person's residence after they are placed in the residence under this section;

(2) In addition, if the Person who is on supervised release under Wis. Stat. § 980.08 is also a serious child sex offender, as defined in Wis. Stat. § 980.01(4m), such Person is further prohibited from residing on a property adjacent to a property where a child's primary residence exists. For the purpose of this subsection, adjacent properties are properties that share a property line without regard to a public or private road if the living quarters on each property are not more than 1,500 feet apart. A Person is not

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in violation of this provision if a child establishes primary residence in a property adjacent to the Person's residence after the Person is placed in the residence under this section; and

(3) This subsection (j) shall apply only so long as the Person is subject to supervised release under Wis. Stat. Chapter 980, is residing where they are ordered to reside under Wis. Stat. § 980.08, and the Person is in compliance with all court orders issued under Wis. Stat. Chapter 980.

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DIVISION 18. SEX OFFENDER RESIDENCY APPEAL BOARD

Sec. 2-750. Creation.

The city shall have a board known as the "City of Mequon Sex Offender Residency Appeal Board."

Sec. 2-751. Purpose.

The board shall hear appeals taken from a decision of the Police Chief or their designee on any application for an exemption from the provisions of section 50-100.

Sec. 2-752. Membership.

(a) The board shall consist of three citizen members nominated by the mayor.

(b) The mayor shall nominate one alternate citizen member. No other alternates may be appointed.

Sec. 2-753. Chair and vice-chair.

The mayor shall, at each common council organizational meeting, appoint a chair and vice-chair from among the board's members.

Sec. 2-754. Meetings.

Meetings of the board shall be held at the call of the chair and at such other times as the board may determine. The chair, or in his or her absence the acting chair, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and other official action, all of which shall be filed in the office of the board and shall be a public record.

Sec. 2-755. Powers and duties.

The board shall have powers and duties set forth in section 50-100(i).

Sec. 2-756. 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.

(e) No member shall serve more than two consecutive terms.

Secs. 2-757—2-799. Reserved.

Attachment: Exhibit B - Division 18 - Sex Offender Appeals Board (ORDINANCE 2021-1592 : Sex Offender)

Sec. 50-100. Sex offender residency restrictions and child safety zones.

(a) *Findings, Intent and Purpose.*

(1) The Common Council has the power, pursuant to Wis. Stat. § 61.34, to enact legislation promoting the health, safety, and welfare of the public.

(2) The Common Council has reviewed the holdings and findings of the following court cases: *McKune v. Lile*, 122 S. Ct. 2017 (2002); *Smith v. Doe*, 123 S. Ct. 1140 (2003); *Doe v. Miller*, 405 F.3d 700 (8th Cir. 2005); *Vill. of Menomonee Falls v. Ferguson*, 334 Wis. 2d 131 (Wis. Ct. App. 2011); *City of S. Milwaukee v. Kester*, 347 Wis. 2d 334 (Wis. Ct. App. 2013); *Hoffman v. Vill. of Pleasant Prairie*, 249 F. Supp. 3d 951 (E.D. Wis. 2017); *Evenstad v. City of West St. Paul*, 306 F. Supp. 3d 1086 (D. Minn. 2018); *Vasquez v. Foxx*, 895 F.3d 515 (7th Cir. 2018); and *City of Werner v. City of Green Bay*, 743 Fed. Appx. 10 (7th Cir. 2018).

(3) Based upon a 2003 study by the United States Department of Justice, Bureau of Justice Statistics, titled *Recidivism of Sex Offenders Released from Prison in 1994*, sex offenders released from prison were four times more likely to be rearrested for a sex crime as compared to non-sex offenders released from prison. Of those individuals included in the study, forty percent (40%) of new sex crimes committed by those sex offenders released from prison had occurred within the first twelve (12) months of release. Further, child molesters who were released from prison were at least six (6) times more likely to be rearrested for another sex crime against a child as compared to a non-sex offender released from prison. Based upon a 2019 study by the United States Department of Justice, Bureau of Justice Statistics, titled *Recidivism of Sex Offenders Released from State Prison: A 9-Year Follow-Up (2005-14),* released sex offenders were more than three times as likely as other released prisoners to be arrested for rape or sexual assault, and released sex offenders accounted for 5% of releases in 2005 and 16% of arrests for rape or sexual assault during the 9-year follow-up period.

(4) The Common Council has conducted a review of other reports and studies related to creating and implementing specific desistance factors to reduce recidivism of sex offenders. The studies and reports that have been reviewed include the following: *Recidivism After Release from Prison*, State of Wisconsin Department of Corrections, Tatar, J. & Jones, M. (August 2016); *Examining the Effects of Residential Situations and Residential Mobility on Offender Recidivism*, Crime and Delinquency 61(3), 375-401, Steiner, B., Makarios, M. D., & Travis, L. F. (2015); *Examining Sexual Offenses through a Sociological Lens: A Socio-Cultural Exploration of Causal and Desistance Theories*, European Journal of Probation, 8(3), 170-184, Kyle, D. (2016); *Criminal Careers in the Short-Term: Intra-Individual Variability in Crime and Its Relation to Local Life Circumstances*, American Sociological Review, 60(5), 655-673, Horney, J., Osgood, W., & Marshall I.H., (1995); and *An Exploration of Protective Factors Supporting Desistance from Sexual Offending*, Sexual Abuse: A journal of Research and Treatment, 27(1), 16-33, Mann, R.E., de Vries Robbe, M., Maruna, S., & Thornton, D. (2015).

(5) While acknowledging that literature on sex offender recidivism, sex offender desistance, and sex offender residency restrictions contain studies which report varying effectiveness of certain strategies, the Common Council intends to use these strategies and studies to best create a regulatory framework which protects the children of the City of Mequon, yet allows for a constructive and safe assimilation of designated sex offenders into the community.

(6) The Common Council finds that the risk of recidivism decreases over time from the date of the last conviction, especially in circumstances where offenders have community connections, goals, and employment. The Common Council is also aware that absent a domicile clause, the City would have open doors for non-resident sex offender residency when other communities have closed doors, inviting a substantial increase in child sex offender placements, thereby increasing potential negative impacts on the health, safety, welfare, and additional cost to the City and its residents. Studies show increased recidivism rates for offenders who frequently move or do not have established community networks. These studies support maintaining a domicile clause thereby limiting designated offenders with no ties to the community and increasing the likelihood that a designated offender implements appropriate and

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existing community support while allowing the community to remain intelligently attentive, aware, and provide adequate and appropriate intervention if needed.

(7) Given the high rate of recidivism for sex offenders, and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children and youth where they congregate or play in public places in addition to the protections afforded by state law near schools, day care centers and other places children and youth frequent. The city also finds and declares that in addition to schools and day care centers, children and youth congregate or play without parental or adult supervision at public parks, pools and other public and private places of enrichment activities, recreation, entertainment and amusement.

(8) Accordingly, the Common Council has created this regulatory measure designed to protect the health and safety of the children in the City against the threat posed by certain designated sex offenders. Sex offenders who prey on children represent a substantial danger to victims, target a particularly vulnerable group within the community who are less able to articulate or report abuse, and create a significant impact on law enforcement time and community resources to investigate abuses and mitigate risks. This section is also intended to demonstrate the City's resolute goal of protecting children in areas of potential vulnerability and impart the community's necessary expectation that designated sex offenders released into the community must maintain the community's confidence by demonstrating safe, productive, and law-abiding behavior while residing within the City. It is the intent of the Common Council that this regulatory scheme is civil and non-punitive in order to serve the City's compelling interest to promote, protect, and improve the health, safety and welfare of all citizens of the City.

(b) *Definitions.* As used in this section and unless the context otherwise requires:

(1) *Sexually violent offense.* "Sexually violent offense" shall have the meaning as set forth in Wis. Stat. § 980.01(6), as amended from time to time.

(2) *Crime against children.* "Crime against children" shall mean any of the following offenses set forth within the Wisconsin Statutes, as amended, or the laws of this or any other state or the federal government, having like elements necessary for conviction, and which offense was perpetrated against a victim under the age of majority, respectively:

§ 940.225(1)	First Degree Sexual Assault
§ 940.225(2)	Second Degree Sexual Assault
§ 940.225(3)	Third Degree Sexual Assault
§ 940.22(2)	Sexual Exploitation by Therapist
§ 940.30	False Imprisonment - Victim was minor and not the offender's child
§ 940.31	Kidnapping - Victim was minor and not the offender's child
§ 944.01	Rape (prior Statute)
§ 944.06	Incest
§ 944.10	Sexual Intercourse with a Child (prior Statute)
§ 944.11	Indecent Behavior with a Child (prior Statute)
§ 944.12	Enticing Child for Immoral Purposes (prior Statute)
§ 948.02(1)	First Degree Sexual Assault of a Child
§ 948.02(2)	Second Degree Sexual Assault of a Child
§ 948.025	Engaging in Repeated Acts of Sexual Assault of the Same Child
§ 948.05	Sexual Exploitation of a Child
§ 948.055	Causing a Child to View or Listen to Sexual Activity
§ 948.06	Incest with a Child
§ 948.07	Child Enticement
§ 948.075	Use of a Computer to Facilitate a Child Sex Crime
§ 948.08	Soliciting a Child for Prostitution
§ 948.095	Sexual Assault of a Student by School Instructional Staff

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§ 948.11(2)(a) or (am)	Exposing Child to Harmful Material (felony sections)
§ 948.12	Possession of Child Pornography
§ 948.13	Convicted Child Sex Offender Working with Children
§ 948.30	Abduction of Another's Child
§ 971.17	Not Guilty by Reason of Mental Disease (of an included offense)
§ 975.06	Sex Crimes Law Commitment

(3) *Person.* "Person" shall mean a person who has been convicted of or has been found delinquent of or has been found not guilty by reason of mental disease or defect of a sexually violent offense and/or a crime against children.

(4) *Residence or reside.* "Residence" or "reside" shall mean the place where a person sleeps or otherwise qualifies as their residence under the law, and which may include more than one location, and may be mobile or transitory.

(c) *Residency restrictions.* A Person shall not reside within 2,000 feet of the real property comprising any of the following:

(1) Any facility for children, which means a public or private school, a group home as defined in Wis. Stat. § 48.02(7), a residential care center for children and youth as defined in Wis. Stat. § 48.02(15d), a shelter care facility as defined in Wis. Stat. § 48.02(17), a foster home as defined in Wis. Stat. § 48.02(6), a treatment foster home as defined in Wis. Stat. § 48.02(17q), a day care center licensed under Wis. Stat. § 48.65, a day care program established under Wis. Stat. § 120.13(14), a day care provider certified under Wis. Stat. § 48.651, or a youth center as defined in Wis. Stat. § 961.01(22); and/or

(2) Any facility used for:

a. A public park, parkway, parkland, park facility, or nature preserve including natural areas owned by private parties such as the Ozaukee-Washington Land Trust and the Milwaukee Metropolitan Sewerage District which are open for public access;

b. A public swimming pool, beach, or other aquatic facility open to the public;

c. A public library;

d. A recreational trail, but not an on-street bike path or a sidewalk;

e. A public playground;

f. A public or private school for children in grades pre-K through 12, but not including homeschool locations;

g. Athletic fields used by children;

h. A movie theatre; or

i. Any specialized school for children, including, but not limited to, a gymnastics academy, dance academy, swimming school or music school, excluding any such facility that is located within a residence for which a home occupation approval has not been granted by the City.

The distance shall be measured from the closest boundary line of the real property supporting the residence of a Person to the closest real property boundary line of the applicable above enumerated uses. A map depicting the above enumerated uses and the resulting residency restriction distances, as amended from time to time, shall be kept on file in the office of the city clerk and the Mequon Police Department for public inspection.

(d) *Residency restriction exceptions.* A Person residing within 2,000 feet of the real property comprising any of the uses enumerated in subsection (c) above, does not commit a violation of this section if any of the following apply:

Attachment: Clean Sex Offender Ordinance for Council (ORDINANCE 2021-1592 : Sex Offender)

(1) The Person is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution or facility located within 2,000 feet of a use enumerated in subsection (c) above.

(2) The Person has established a residence prior to the effective date of this section which is within 2,000 feet of any of the uses enumerated in subsection (c) above, or such enumerated use is newly established after such effective date and it is located within such 2,000 feet of a residence of a Person which was established prior to the establishment of such use.

(3) The Person is a minor residing with a parent or legal guardian who serves as parent or legal guardian to no more than one ~~Person~~ or is a ward under guardianship.

(e) *Original domicile restriction.* In addition to and notwithstanding the foregoing, but subject to subsection (d) above, no Person shall be permitted to reside in the City of Mequon, unless such Person was domiciled in the City of Mequon at the time of the offense resulting in the Person's most recent conviction for committing the sexually violent offense and/or crime against children.

(f) *Child safety zones.* No Person shall enter or be present upon any real property upon which there exists any facility used for or which supports a use of:

(1) A public park, parkway, parkland, park facility, or nature preserve including natural areas owned by private parties such as the Ozaukee-Washington Land Trust and the Milwaukee Metropolitan Sewerage District which are open for public access;

(2) A public swimming pool, beach, or other aquatic facility open to the public;

(3) A public library;

(4) A recreational trail, but not an on-street bike path or a sidewalk;

(5) A public playground;

(6) A public or private school for children in grades pre-K through 12, but not including homeschool locations;

(7) Athletic fields used by children;

(8) A movie theatre;

(9) Any specialized school for children, including, but not limited to a gymnastics academy, dance academy, swimming school or music school, excluding any such facility that is located within a residence for which a home occupation approval has not been granted by the City; or

(10) Any facility for children, which means a public or private school, a group home as defined in Wis. Stat. § 48.02(7), a residential care center for children and youth as defined in Wis. Stat. § 48.02(15d), a shelter care facility as defined in Wis. Stat. § 48.02(17), a foster home as defined in Wis. Stat. § 48.02(6), a treatment foster home as defined in Wis. Stat. § 48.02(17q), a day care center licensed under Wis. Stat. § 48.65, a day care program established under Wis. Stat. § 120.13(14), a day care provider certified under Wis. Stat. § 48.651, or a youth center as defined in Wis. Stat. § 961.01(22)

A map depicting the locations of the real property supporting the above enumerated uses, as amended from time to time, shall be kept on file in the office of the city clerk or the Mequon Police Department for public inspection.

(g) *Child safety zone exceptions.* A Person does not commit a violation of subsection (f) above and the enumerated uses may allow such Person on the property supporting such use if any of the following apply:

(1) The property supporting an enumerated use under subsection (f) also supports a church, synagogue, mosque, temple or other house of religious worship (collectively "church"), subject to the following conditions:

a. Entrance and presence upon the property occurs only during hours of worship or other religious program/service open to the public;

Attachment: Clean Sex Offender Ordinance for Council (ORDINANCE 2021-1592 : Sex Offender)

b. The individual or body in charge of the church permits such attendance or written advance notice is made from the Person to an individual in charge of the church and approval from an individual in charge of the church as designated by the church is made in return, of the attendance by the Person; and

c. The Person shall not participate in any religious education programs which include individuals under the age of 18.

(2) The property supporting an enumerated use under subsection (f) also supports a use lawfully attended by a Person's natural or adopted child/children, which child's use reasonably requires the attendance of the Person as the child's parent upon the property, subject to the following conditions:

a. Entrance and presence upon the property occurs only during hours of activity related to the use open to the public; and

b. Written advance notice is made from the ~~Person~~ to an individual in charge of the use upon the property and approval from an individual in charge of the use upon the property as designated by the owner of the use upon the property is made in return, of the attendance by the Person.

(3) The property supporting an enumerated use under subsection (f) also supports a polling location in a local, state or federal election, subject to the following conditions:

a. The Person is eligible to vote;

b. The designated polling place for the Person is an enumerated use; and

c. The Person enters the polling place property, proceeds to cast a ballot with whatever usual and customary assistance is provided to any member of the electorate; and the ~~Person~~ vacates the property immediately after voting.

(4) The property supporting an enumerated use under subsection (f) also supports an elementary or secondary school lawfully attended by a Person as a student under which circumstances the Person who is a student may enter upon that property for the purpose of attendance at the school at which the Person is enrolled, as is reasonably required for the educational purposes of the school and the Person.

(h) *Violations*. If a Person violates any provision of this section, by establishing a residence or occupying residential premises within 2,000 feet of those premises as described therein, without any exception(s) as also set forth above, the city attorney, upon referral from the chief of police and the written determination by the chief of police that upon all of the facts and circumstances and the purpose of this chapter, such residence or occupancy presents an activity or use of property that interferes substantially with the comfortable enjoyment of life, health, safety of another or others, shall bring an action in the name of the city in the Circuit Court for Ozaukee County to permanently enjoin such residency as a public nuisance. If a Person violates any provision of this chapter, in addition to the aforesaid injunctive relief, such Person shall be subject to the general penalty provisions set forth under section 1-7 of the Mequon Municipal Code. Each day a violation continues shall constitute a separate offense. In addition, the city may undertake all other legal and equitable remedies to prevent or remove a violation of this section.

(i) *Appeal*. A Person may request an exemption from this section.

(1) Procedure. A Person may request an exemption from this section by submitting a written request for exemption, including any pertinent rationale for an exemption, to the Mequon Police Department prior to establishing a residence that would be in violation of this section or within fifteen (15) days after notification that the Person is in violation of this section. The Chief of Police or their designee shall conduct a review of the request for an exemption using any pertinent information and the criteria set forth in subsection (3) below. The Chief of Police or their designee shall approve, approve an exemption subject to necessary conditions (hereafter "conditional exemption"), or deny the request. The Chief of Police or their designee shall issue the decision within thirty (30) days of receiving the request for exemption and shall provide a written copy of that decision to the Person, the City Clerk, and the City

Attachment: Clean Sex Offender Ordinance for Council (ORDINANCE 2021-1592 : Sex Offender)

Attorney. Any request for an exemption which has not been approved, approved for a conditional exemption, or denied by the Chief or their designee within thirty (30) days of the request shall be deemed to be denied for the purposes of this section.

(2) The decision by the Chief of Police or their designee may be appealed by the Person within thirty (30) days by submitting a written appeal to the Sex Offender Residency Appeal Board (hereafter "the Board") via the City Clerk's Office. The Board shall hold a hearing on each appeal, during which the Board may review any pertinent information and may accept oral and written statements from any person.

(3) The Chief of Police or their designee and/or the Board shall base their decision upon any factors related to the City's interest in promoting, protecting, and improving the health, safety, and welfare of the community, including but not limited to:

a. The nature of the predicate offense causing the appellant to be a designated offender including the relationship of the offender to the victim, the presence or use of force, and the presence of enticement.
b. Police reports related to the predicate offense if available.
c. Proximity of the requested residence to the victim or a child safety zone.
d. The age of the offense, offender, and victim.
e. Recommendation of the probation or parole officer, if one exists.
f. Recommendation of the Police Department.
g. Recommendation of any treatment practitioner.
h. Proposals for safety measures and assurances by the Person.
i. Conditions to be placed on any exception or variance from the requirements of this section.
j. Support systems in place for the Person.
k. Who the Person will be or is living with at the prohibited location.
l. Statements of the surrounding community or victim.
m. Treatment, sobriety, or rehabilitative measures taken by the Person.
n. The Person's current employment or social activities.
o. The Person's criminal history.
p. The Person’s level of credibility and remorse.
q. Alternative options for housing.
r. The need to protect the victim or similarly situated individuals.

(4) The Board shall issue a decision by a majority vote. The Board may decide to deny an exemption, issue an exemption, or issue a conditional exemption. A written copy of the decision shall be provided to the Person. The Person must consent to the terms of the conditional exemption for the conditional exemption to be valid, and must demonstrate acceptance of the terms of the conditional exemption by signing and dating a copy of the Board's decision and conditions. The Person must provide a copy of the signed conditional exemption to the City Clerk's Office and the Mequon Police Department. The Person will have fourteen (14) days from the date the written conditional exemption is issued to accept and return a signed copy to the appropriate locations or the conditional exemption will deemed as void and the appeal denied by the Board. The Person need not sign an exemption that has been denied by the Board or an exemption approved without any necessary conditions by the Board.

(5) A conditional exemption may include, but is not limited to, the following terms:

a. Curfew restrictions.
b. Cohabitant restrictions or requirements.
c. Sobriety restrictions.
d. Conduct restrictions.
e. Residency restrictions.

(6) If an exemption or conditional exemption is granted by the Chief or their designee or the Board, that exemption will only apply to the specific Person who had applied for the exemption at the requested residence and shall not be transferable to any other Person or to any other location.

(7) An exemption expires when the Person who was granted said exemption changes their domicile and/or changes their residence, whether within the City or outside the City.

(8) An exemption or conditional exemption issued by the Chief or their designee or the Board may be revoked by the Chief or their designee if the Person is found to have violated the conditions or there is

Attachment: Clean Sex Offender Ordinance for Council (ORDINANCE 2021-1592 : Sex Offender)

probable cause to believe the Person has committed (an) additional act(s), which had occurred either before or after the exemption or conditional exemption was issued, that would cause a Person to be classified as a designated offender. The Chief or their designee shall provide written notice to the Person that the exemption or conditional exemption has been revoked. This notice shall be deemed properly delivered if sent by either first class mail or hand delivered to the Person's last known address. If the Person cannot be located, the notice shall be deemed to be properly delivered if a copy is left at the Person's address which had been exempted in the presence of some competent member of the family at least fourteen (14) years of age or a competent adult currently residing there. The revocation of an exemption may be appealed to the Board pursuant to the above procedure.

(9) For the purposes of this section, pursuant to Wisconsin Statute Section 68.16, the City of Mequon is specifically electing not to be governed by Chapter 68 of the Wisconsin Statutes.

(10) If the Board denies the request for exemption or upholds a revocation of exemption or conditional exemption, the Person may appeal the decision within thirty (30) days to the Ozaukee County Circuit Court.

(j) *Exception for placements under Wis. Stat. Chapter 980*. To the extent required by Wis. Stat. § 980.135, a Person who is subject to supervised release under Wis. Stat. § 980.08 shall not be governed by the foregoing provisions of this section restricting or prohibiting a Person from residing in certain locations, but shall instead be subject to all of the following:

(1) A Person who is on supervised release under Wis. Stat. § 980.08 shall not reside within 1,500 feet of the real property comprising any school premises, child care facility, public park, place of worship, or youth center. A person is not in violation of this provision if any school premises, child care facility, public park, place of worship, or youth center is established within 1,500 feet from the Person's residence after they are placed in the residence under this section;

(2) In addition, if the Person who is on supervised release under Wis. Stat. § 980.08 is also a serious child sex offender, as defined in Wis. Stat. § 980.01(4m), such Person is further prohibited from residing on a property adjacent to a property where a child's primary residence exists. For the purpose of this subsection, adjacent properties are properties that share a property line without regard to a public or private road if the living quarters on each property are not more than 1,500 feet apart. A Person is not in violation of this provision if a child establishes primary residence in a property adjacent to the Person's residence after the Person is placed in the residence under this section; and

(3) This subsection (j) shall apply only so long as the Person is subject to supervised release under Wis. Stat. Chapter 980, is residing where they are ordered to reside under Wis. Stat. § 980.08, and the Person is in compliance with all court orders issued under Wis. Stat. Chapter 980.

Attachment: Clean Sex Offender Ordinance for Council (ORDINANCE 2021-1592 : Sex Offender)

Sex Offender Residency Restrictions - September 2018

Legend

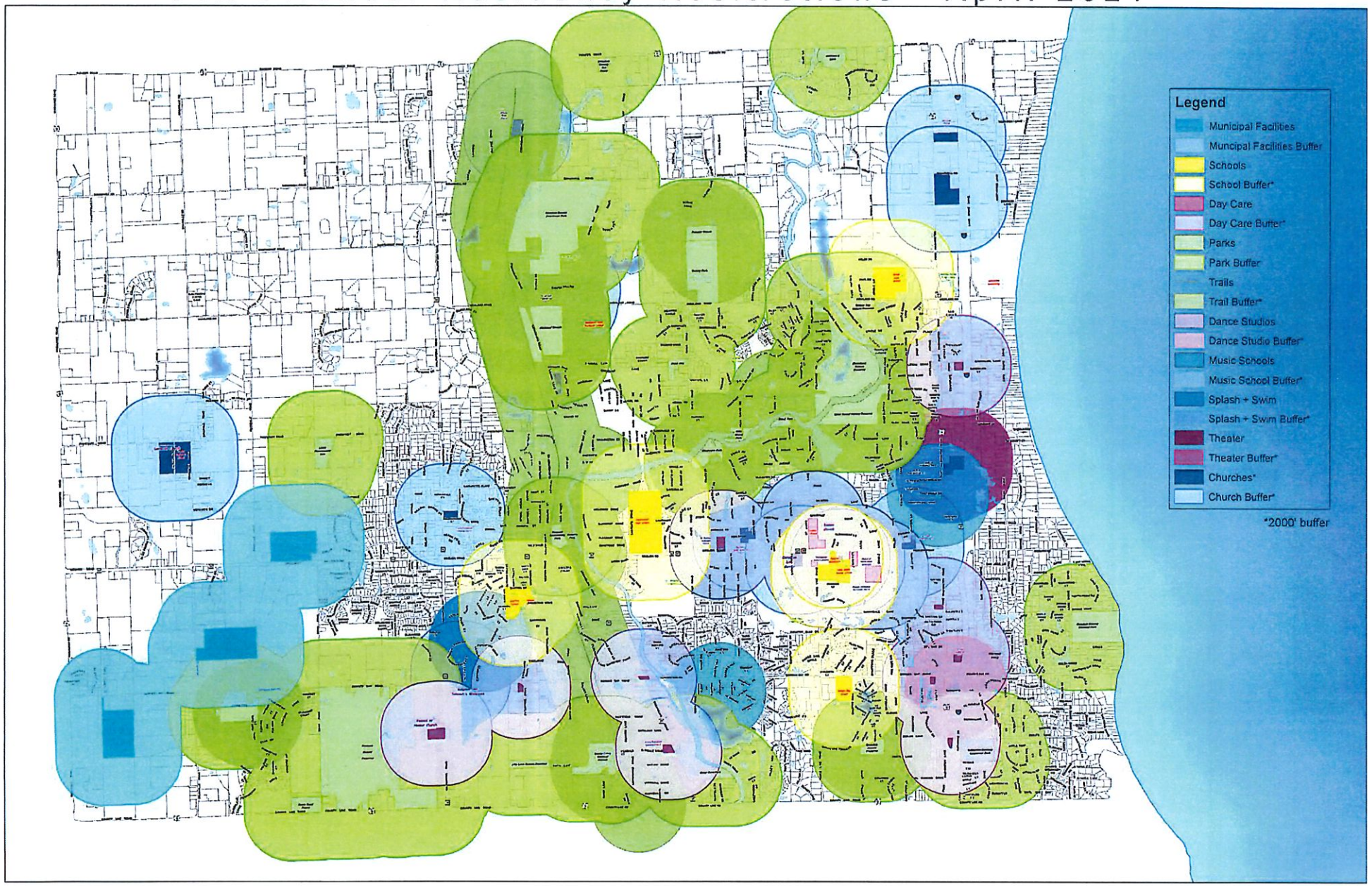
- Schools
- School Buffer*
- Home Schools
- Home School Buffer*
- Day Care
- Day Care Buffer*
- Parks
- Park Buffer
- Trails
- Trail Buffer*
- Golf Courses
- Golf Course Buffer*
- Dance Studios
- Dance Studio Buffer*
- Music Schools
- Music School Buffer*
- Gyms
- Gym Buffer*
- Splash + Swim
- Splash + Swim Buffer*
- Theater
- Theater Buffer*
- Churches*
- Church Buffer*
- Municipal Facilities
- Municipal Facilities Buffer*

*2000 foot buffer

Attachment: sex_offender_residency_restrictions (ORDINANCE 2021-1592 : Sex Offender)

Document Path: \\GIS_SERVER\data-work\Projects\PD\Sex Offender Residency Restrictions.mxd

Sex Offender Residency Resitrctions - April 2021



Attachment: Map 2000 Buffer (ORDINANCE 2021-1592 : Sex Offender)

City of Mequon

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

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

TO: **Common Council**
FROM: **Justin Schoenemann, Assistant City Administrator**
DATE: **July 5, 2021**
SUBJECT: **RESOLUTION 3838 A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of an Information Technology Assessment and Strategic Plan with Avèro Advisors, Maryville, Tennessee, in an Amount Not-to-Exceed $54,720**

Background

During the development of the City's 2021 annual budget, $20,000 was included to assist in the funding of an independent operational analysis culminating in an information technology (IT) strategic plan that will encompass all technological resources organization-wide. Conducting a review of and developing a plan for the City's IT resources is an organizational need identified by both the Finance Department and City Administrator's Office back in the latter half 2019. Due the onset of the COVID-19 pandemic last March, initiation of this proposed analysis was delayed over the course of 2020. More recently, however, 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.

Presently, the City does not have an encompassing plan for IT resources, support, and longer-term vision for the direction that City needs aim for to ensure investments are in line with the organization's priorities. Ideally, the completion of an IT Strategic Plan will help the City determine if: (1) its processes, procedures and all other IT resources are optimally and efficiently designed and implemented; and (2) IT resources and management are in line with best practices to support the mission of the City in a safe and secure manure. Moreover, information generated from this study will provide specific recommendations regarding security, operations, technological needs, and customer-focused resources for the City to implement and/or consider during future budgeting cycles.

Analysis

In accordance with the City's purchasing policy, staff issued a Request-for-Proposals (RFP) on March 10, 2021 for the completion of the proposed IT Strategic Plan. The RFP was posted on the City's website and distributed to about a dozen consulting firms. Pursuant to the RFP, which was reviewed by the Finance-Personnel Committee on March 9, 2021, the proposed assessment is to include:

- Analysis of existing infrastructure, staffing, funding, applications, business systems, open projects, connectivity between City facilities, deployment processes and other resources currently used by the City (for each existing application that is analyzed, staff would like to determine whether or not Mequon is actually working on the right applications).
- A overview of existing relationships, maintenance strategies, replacement cycles and

opportunities for enhancing these strategies.

- Interviews with representatives from all departments, current IT staff, and key contracted services providers to help identify the City's current state, goals, and visions for the future of the City's IT resources.
- The recommendation regarding practical and relevant industry standards for disaster recovery and security.
- The identification of needs to accommodate current and future technology requirements such as data storage and management, legal requirements, security requirements, etc.
- The review of current policies and service level agreements, and identification of any necessary or recommended policy directives.
- The identification of strategies and recommendations for utilizing available and emerging technologies to improve commercial, informational, political, and social interaction between the City and its residents.
- The identification, prioritization, and cost analysis of projects that the City should undertake over the next five years.

The City was fortunate to receive eleven (11) proposals, as outlined below.

Firm	**Location**	**Cost**
Avèro Advisors	Maryville, TN	$64,752
Berry Dunn McNeil & Barker	Portland, ME	$58.754
Client First	Schaumburg, IL	$54,605
eJamerica	Irvine, CA	$23,860*
GDC IT Solutions	Appleton, WI	$21,400
Heartland Business Systems	Pewaukee, WI	$34,160
Heritage Consulting	Las Vegas, NV	$541,000
Prescient Solutions	Schaumberg, IL	$45,000*
Sentinel	Wauwatosa, WI	$69,870
SoftResources	Kirkland, WA	$66,800
TechFides	McKinney, TX	$406,210

* Indicates additional expenses, such as travel, that would be chargeable for the City.

Fiscal Impact

The proposal presented by Avèro Advisors 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 client references, as well as a full security review that includes penetration testing. Many other proposals did not include a comprehensive security review and testing. The City is overdue for a full IT security assessment. Reference checks found Avèro Advisors has successfully completed numerous IT Strategic Plan projects for other municipalities and jurisdictions throughout the country, both on-time and within budget. The assigned project manager, Andrew Hayes, has more than 15 years of experience assisting local governments with performance measurement and strategic planning, and currently serves as the Senior Manager of the firm. Lastly, through conversations with Avèro Advisors, the firm has provided the City with a best offer of $54,720 to complete the project making Avèro Advisors the most competitively priced organization out

of the top candidates as well. The 2021 budget set aside $20,000 to assist in the funding of the project and the remaining $34,720 will exceed the contracted services account within the City's 2021 IT budget. The additional funding needed to finance the difference in cost between the budgeted estimate and the recommended amount can be accounted for through salary savings either realized or anticipated through the remainder of 2021, as well as other available funds within the IT Division Budget.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on March 11, 2021.

Attachments:
Professional Services Agreement (PDF)
IT Strategic Plan RFP (PDF)
Avèro Advisors Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3838

A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of an Information Technology Assessment and Strategic Plan with Avèro Advisors, Maryville, Tennessee, in an Amount Not-to-Exceed $54,720

RECITALS

A. The City previously identified the need to complete a City-wide information technology strategic plan.

B. Staff issued a Request for Proposals for the completion of said information technology strategic plan.

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 development of an information technology strategic plan should be made to Avèro Advisors of Maryville, Tennessee in the amount of $54,720, which represents the proposal that is in the best interests of the City.

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 an organization-wide Information Technology Strategic Plan is awarded to Avèro Advisors of Maryville, Tennessee, in an amount not-to-exceed $54,720, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the _____ day of _____, 2021 (***"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"*): Avèro Advisors, LLC

Address: 512 West Broadway Avenue, Maryville, Tennessee 537801

Telephone: (865) 415-3848

E-Mail: info@averoadvisors.com

Agreement Amount: $54,720

B. Project Description. The Consultant has been engaged to complete a comprehensive assessment of the City's information technology function and to provide recommendations to address findings resulting from this review. The project is further described in the Request for Proposals issued by the City on March 10, 2021, 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 12, 2021, 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.

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

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 September 10, 2021 (***"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 $54,720 (***"Agreement Amount"***).

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.

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

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

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 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

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

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 information. Such measures shall include, without limitation, requiring employees

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

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

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

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.

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

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:

Avèro Advisors, LLC
512 West Broadway Avenue
Maryville, Tennessee 37807
Attention: Abhijit Verekar, Founder & CEO

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 laws rules, of the State of Wisconsin. Venue for any action or other proceeding that

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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.

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

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 _____, 2021.

ATTEST:

CITY OF MEQUON

By: _____
Caroline A. Fochs, City Clerk

By: _____
John Wirth, Mayor

Approved as to Form:

_____
Brian C. Sajdak, City Attorney

ATTEST:

CONSULTANT

By:_____

By: _____

Title:_____

Its: _____

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

EXHIBIT A

City of Mequon Request-for-Proposal (RFP) Dated March 10, 2021

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

EXHIBIT B

Proposal Dated April 1, 2021

Attachment: Professional Services Agreement (RESOLUTION 3838 : IT Strategic Plan)

REQUEST FOR PROPOSALS
(RFP)

INFORMATION TECHNOLOGY STRATEGIC PLAN

City of Mequon, Wisconsin

March 10, 2021

Attachment: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

The City of Mequon, Wisconsin (pop. 24,144) is seeking the assistance of a consultant to develop an Information Technology Strategic Plan to guide the organization through the next five years, and also to create a more detailed IT infrastructure plan and design.

Sealed proposals are to be received by Justin Schoenemann, Assistant City Administrator, no later than 4:00 p.m. on Monday, April 12, 2021 and must be in digital (Microsoft Word or PDF). Late proposals will not be accepted nor will additional time be granted to any consultant. All proposals and accompanying documentation will become the property of the City and will not be returned.

Section I. General Information

A. Request for Proposal Objective – The purpose of this RFP is to solicit proposals from qualified consultants to prepare an information technology strategic plan and perform a structural evaluation. The City will consider proposals from single consultants or from multiple consultants working as a team. The ideal candidates will possess recent experience in information technology strategic planning. They will be excellent communicators and write clearly and concisely. They will have experience in the public sector, and have worked with municipalities comparable to and larger than the City of Mequon, Wisconsin in population, staffing, infrastructure and other relevant categories.

B. Overview of the City and Current Information Technology

1. Facilities – The City presently owns and manages four (4) primary facilities: City Hall, Public Safety Building (combined Police & Fire), East Side Fire Station, and Public Works Facility.
2. Departments & Staff – The City of Mequon employs 114 full-time employees, roughly 9 part-time and 40 seasonal employees across seven (7) departments: City Administrator's Office, City Clerk's Office, Finance, Public Works, Community Development, Police Department, and Fire Department.
3. Workstation and Server Environment – The City of Mequon is equipped with 6 Dell servers, 1 windows server and 1 IBM server. Additionally, the City has approximately 132 Lenovo, HP, Dell & custom workstations and laptops. The operating systems consist of MS Windows Servers and Windows 10 Pro. The City also has 2 HP based Servers, as well as a number of backup systems.
4. Wired Network – The network infrastructure consists of 12 Cisco, Juniper, Trendnet, Asus Nighthawk, Netgear, Linksys switches. Additionally, the City has ASA routers, Firewalls, Barracuda mail and web filter devices.
5. Wireless Network Ubiquity and Asus base routers and access points.
6. Connectivity – Fiber connectivity between City Hall, Public Safety, Public Works Departments, and Eastside Fire Station. Switches are primarily PoE with gigabit connectivity on all ports. There are also some 100Mbps port switches still in use.
7. Voice – The City utilizes a Mitel VoIP phone system.
8. Significant Business Systems
   a. Enterprise Resource Planning (Munis)
   b. Office Software Suite (Microsoft Office 365)
   c. Agenda Management System (Accela)
   d. Website (MuniCode)
   e. Audio Video Broadcasting System (HyperCaster & InfoView)

Attachment: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

f. Geographic Information System (ArcGIS)
g. Permitting and Inspections (Black Bear)
h. Police and Fire Records Management System and Dispatch System (Prophoenix)
i. Computer Aided Design System (AutoCAD Civil 3D and AutoCAD LT)
j. In-Car & Body Camera Video System (Watchguard)
k. In-House Surveillance Monitoring System (Hikvision)

9. Present IT Staffing – One part-time contracted Information Technology Coordinator, one full-time Public Safety Technology Specialist, and one part-time Information Technology Intern.
10. IT Funding - The City maintains an Information Services Division operating budget of $334,767, which covers some staffing expense, contracted services, and projects. Additionally, Departments fund routine and on-time project expenses through their own dedicated budgets.

Section II. Scope of Services

A. Strategic Plan Objective – The objective of the strategic plan includes but is not limited to creating a well-documented plan to guide the organization over the next three to five years in planning, procuring, implementing and managing current and future technology investments and resources related to Information Services provided by the City of Mequon. The City seeks an evaluation that will highlight current strengths and weaknesses as well as identify, prioritize, and cost the projects that the City should focus on over the next five years. The primary question that the City seeks to answer with this strategic plan is "What is the most effective way to spend the resources that the City now has available?" The plan should involve the results of a thorough analysis of the following:

1. Existing infrastructure, staffing, funding, applications, business systems, projects, processes, resource deployment and other investments and resources currently used by the City (for each existing application that is analyzed, staff would like to determine whether or not Mequon is actually working on the right applications).
2. Interviews with one-two representatives from each department's leadership, two current information services staff, and two key contracted services providers.
3. Identification, prioritization and cost analysis of projects that the City should undertake over the next five years.
4. Sufficiency of existing relationships, maintenance strategies, replacement cycles and opportunities for enhancement of these strategies.
5. Practical and relevant private and public sector industry standards for disaster recovery, help desk/customer service, staffing, uptime, etc.
6. Identification of needs to accommodate current and future technology requirements such as data storage and management, legal requirements, security requirements, etc.
7. Options for expanding and improving connectivity between City facilities to accommodate necessary and anticipated increases in data transmission.
8. Current policies and service level agreements, and identification of any necessary or recommended policy directives.
9. Identification of strategies and recommendations for utilizing available and emerging technologies to improve commercial, informational, political and social interaction between the City and its residents.

Attachment: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

The following deliverables are to be provided by the consultant. Additional deliverables may be identified during the initial meetings between the consultant and the City.

1. An Executive Summary of discovery and recommendations for the City's Common Council and Executive Management Staff.
2. A five-year strategic plan addressing the topics outlined in this RFP and any others identified in the process of stakeholder discussions. This plan should be designed to succeed within the City's anticipated available budget and indicate if more resources are needed or should be proposed for consideration. Include option(s) to provide third-party assistance in the procurement, configuration, and implementation of key system deficiencies that may be identified during the evaluation.
3. A tactical project plan outlining projects, asset replacement cycles, and key improvements by priority that includes costs both initial and ongoing, staff required for both initial implementation and sustainable management and perceived benefits and risk of both successful implementation and no implementation at all.
4. An infrastructure design and a specific detailed migration plan to allow the City to implement any such additional infrastructure by the end of 2026. This plan should also address creating a more flexible and cost-effective hardware infrastructure.
5. Comprehensive documentation of discovery and recommendations.

Section III. Contact Information

A. Official Contact:

Justin Schoenemann
Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
jschoenemann@ci.mequon.wi.us
Phone: (262) 236-2942

B. Questions Regarding the RFP – Consultants who request a clarification of the RFP requirements may submit written questions via email by 12:00 p.m. (CDT) on Friday, March 26, 2021. Questions should be submitted via e-mail to the City contact listed above. Any oral communications will be considered unofficial and non-binding by the City. Unauthorized contact regarding this RFP with other City employees may result in disqualification. The City reserves the right to refrain from answering any questions for any reason. However, if the City chooses to answer a question submitted by a proposer, a copy of the question and answer will be submitted to the inquiring applicant and all individuals and/or firms.

Section IV. RFP Proposal Requirements

A. Cover Letter – All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. The cover letter must include the following statements and information:

Attachment: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same" (Any proprietary information must be clearly marked).
2. "Proposal and cost schedule shall be valid and binding for 180 days following proposal due date and will become part of the agreement that is negotiated with the City."
3. Company name, address, and telephone number.
4. Name, title, address, e-mail address and telephone number of contact who is authorized to bind the company into contractual agreements and with whom correspondence should be directed.

B. General Consultant Information
1. Company name
2. Location of headquarters and field offices, if any
3. Number of full-time personnel
4. Length of time in business
5. Length of time providing the proposed services
6. Gross revenue for the prior fiscal year
7. Percentage of gross revenue generated by the proposed services
8. Total number of clients
9. Number of public sector clients
10. Specification as to which office would service this account (if applicable)
11. An explanation of any contract that has been terminated for default during the past five years, including name, address and telephone number of contracting party (if no such terminations for default have occurred, declare so)
12. An explanation of any contract that has been terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, including address and telephone number of contracting party (if no such terminations have occurred, declare so)

C. Project Methodology
1. Proposal summary including qualifications and unique attributes
2. A description of the project's methodology

D. Task Area Descriptions – Please provide a written explanation (not to exceed three pages in total) of your overall approach to the following task areas:
1. Development of existing technology inventory
2. Involvement of stakeholders in the strategic plan discussion
3. Assessment of current strengths and weaknesses
4. Infrastructure evaluation
5. Staffing level review

E. Project Schedule & Work Plan – Provide a detailed project implementation plan that includes:
1. A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during finalization of a formal engagement agreement)
2. A table listing consultant staff assignments and proposed labor hours for all tasks

Attachment: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

3. A brief description of each task and its work products
4. A description of each proposed deliverable

F. Detailed Project Staff - This should contain any staff that will participate in the project, including:
   1. Names
   2. Positions
   3. Qualifications
   4. Education
   5. IT experience (years)
   6. Length of time with the proposing firm
   7. Special skills or technical qualifications relevant to the project
   8. Anticipated level of involvement

G. Client References - Please list up to ten (10) public or private sector clients for whom your firm has performed strategic planning or other services relevant to this RFP over the past five years, including:
   1. Customer/Client name
   2. Contact
   3. Title
   4. Phone number
   5. Address
   6. Number of employees
   7. Service description
   8. Contract amount
   9. Start and completion dates

H. Fee Schedule - A detailed, itemized schedule including estimated hours, rates, and overall project costs not to be exceeded without an approved change order. Pricing should be broken down so that the City can differentiate between strategic and tactical planning separate from infrastructure evaluation.

I. Non-Collusion Form - A signed Certificate of Non-Collusion (Attachment A).

Section V. Evaluation & Selection

The RFP Coordinator and other staff will evaluate the submitted proposals. The evaluators will consider how well the consultant's proposed solution meets the needs of the City as described in the consultant's response to each requirement. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost consultant. Rather, it is intended to help the City select the consultant with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist consultants make a presentation to a selection team.

The procurement schedule for this project is as follows:

Attachment: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

Project Milestone	Date/Anticipated Completion
Release RFP to Consultants	March 10, 2021
Consultant Questions (if any) Due	March 26, 2021 (12:00 p.m.)
Answers to RFP Questions Distributed	April 1, 2021
Proposal Responses Due	April 12, 2021 (4:00 p.m.)
Virtual Finalist Interviews	April 22, 2021
Consultant Selection Completed	April 27, 2021
Contract Award	May 11, 2021
Contract Execution	May 12, 2021
Work Commences	May 2021
Strategic Plan/Network Evaluation Complete	Fall 2021
Final Acceptance & Presentation	Fall 2021

The City will evaluate proposals based on experience performing development-related and/or operational analyses for municipal governments or other similar authorities, the experience and qualifications of the proposed staff that will administer the City's analysis, the quality and thoroughness of the proposals and references/recommendations from past clients. The City will also take price into consideration in determining which proposal is most advantageous.

The City will review all proposals and may select one or more finalists for interviews. The City may also require the submission of supplemental materials. The successful contractor(s) will be required to enter into an agreement for professional services with the City of Mequon, a copy of which is enclosed as **Attachment B**. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposing firm to file a new proposal.

The City of Mequon reserves the right to accept or reject any or all proposals, to 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 proposing firms.

Justin Schoenemann
Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
jschoenemann@ci.mequon.wi.us
Phone: (262) 236-2942

Attachment: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

ATTACHMENT A:

PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
INFORMATION TECHNOLOGY STRATEGIC

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: IT Strategic Plan RFP (RESOLUTION 3838 : IT Strategic Plan)

Proposal By AVÈRO ADVISORS

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

CITY OF MEQUON WISCONSIN

Information Technology Strategic Plar

April 12, 202

Abhijit Verekar, Founder & CEO

(865) 415-3848
info@averoadvisors.com
Averoadvisors.com
MAIN OFFICE: 512 West Broadway Ave., Maryville, TN 37801
WEST COAST OFFICE: 1036 East Caribbean Lane, Scottsdale, AZ 85255

April 12, 2021

Attn: Justin Schoenemann, Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092

Dear Mr. Justin Schoenemann,

Avèro, LLC (d/b/a Avèro Advisors or Avèro) is thankful for the opportunity to offer our experience and qualifications for the **Information Technology Strategic Plan** project for the City of Mequon.

Avèro is an Information Technology (IT) modernization firm on a mission to enable public and private sector agencies of all sizes to "Rethink IT." We possess expertise in delivering IT Assessments, Business Process Analysis & Redesign, Cybersecurity Assessments, IT Strategic Planning, Infrastructure Analysis, Enterprise System Consultation, and Project Management for various government organizations. Moreover, we maintain excellent relationships with our clientele by being nimble and agile in our approach and having the flexibility to meet their vision and business requirements.

Our team has completed similar scopes of work for various City governments across North America, such as the City of Maryville (TN), City of Maricopa (AZ), City of Charlottesville (VA), City of Alcoa (TN), Blount County (TN), Union County, (NC), and Pittsylvania County (VA), among others. We position our clients for success by providing strategic advisory services that help build smart organizations, streamline workforce operations, and achieve service excellence.

CITY of MARYVILLE
PEOPLE are the KEY

"As you know, many companies are technically strong in all things IT but not every firm can build the relationships necessary to help an organization navigate change. Avèro excelled in this aspect. Technically strong, depth of knowledge and an ability to speak in a language management can understand. They don't use only industry terms. They took us through some discovery to make sure we got the scope right. This was incredibly important to the overall project."

Greg McClain
City Manager | City of Maryville, TN

Based on these qualifications, our team contributes the following critical factors necessary for the long-term success of this effort:

- Demonstrated ability to foster long-term, trust-based relationships built upon exceeding our clients' expectations
- Proven track record and relevant IT subject matter expertise, including IT functional & organizational structure assessments and strategy development

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

- Extensive experience working with all aspects of IT operations (e.g., Infrastructure, enterprise systems, teleworking protocols, and Disaster Recovery Plans)
- Demonstrated expertise in end-to-end IT infrastructure modernization
- Deep experience with City government operations, infrastructure, and cultural dynamics

Furthermore, **Avèro is a 100% independent, 3rd party consulting firm with no affiliation to software or hardware vendors, which ensures that we tailor our strategic recommendations to the City of Mequon's specific needs**. Our firm is a certified Minority-owned Business Enterprise (MBE) in multiple States and is a financially stable, profitable enterprise that strives to deliver significant value to our clients nationwide.

Throughout this project, Avèro will commit to providing practical solutions to enable the City of Mequon to do business more efficiently and serve its citizens more effectively. We will also apply our proven expertise and professional skills to complete this engagement's objectives on time and within the allocated budget.

Additionally, Avèro confirms this proposal may be released in total as public information in accordance with the requirements of the laws covering same. The proposal and cost schedule shall be valid and binding for 180 days following the proposal due date and will become part of the agreement that is negotiated with the City.

I, Abhijit Verekar ("AV"), will be the primary contact for the negotiations on Avèro Advisors' behalf. Please feel free to contact me at 865-850-5451 or av@averoadvisors.com with any questions you may have.

Sincerely,

Abhijit "AV" Verekar
President

Avèro Advisors
Home Office | 512 West Broadway Avenue, Maryville, TN 37801
West Coast Office |10396 East Caribbean Lane, Scottsdale, AZ 85255
Office: 865-415-3848 | Email: av@averoadvisors.com

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

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Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Company Profile

Avèro, LLC (dba Avèro Advisors) is an IT Modernization firm that guides municipalities and public sector clients to "*Rethink IT*." Avèro focuses on helping our valued clients answer critical business questions through the strategic alignment of *People*, *Process*, and *Technology*. With a deep understanding of both the cloud era and traditional technology environments, Avèro strives to build smart organizations, which empower their employees to enrich the lives of those they serve.

Avèro's professional consulting services portfolio includes the following offerings:

Professional Services

Quality Assurance & Control
Validation & Verification
Project Program Management
IT Procurement Support
Standard Operating Procedure
Enterprise Software Selection
Documentation | Training

Application Support

Requirements Definition
Workflow Configuration
Cloud | On-Premise Infrastructure Planning
Database Administration
Solicitation Management
Vendor Management
System Implementation

Analysis & Strategic Planning

Cybersecurity Assessment
Benchmarking & Best Practices Review
IT & Organizational Analysis
Business Process Re-engineering
Fiber Network Mapping
IT Strategic Roadmap Development

Infrastructure Support

Networking & Telecommunications
Disaster Recovery Planning
Configuration & Testing
Fiber Optic Construction
Vendor Management
Change Management & Staff Training

Additionally, Avèro has extensive experience working with the various departments across each organization that interface with Information Technology. Avèro specializes in providing IT assessment and strategic planning services for national and international government and public sector agencies. Our Subject Matter Experts lead our team with more than 15 years of experience providing comprehensive IT infrastructure and organizational assessments,

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

strategic planning, business process mapping & redesign, standard operating procedures, system selection & integration, and program/project management.

Avèro's leadership team has provided IT strategic advisory services to numerous municipal government agencies across the country and successfully delivered the right results on time and within budget.

Avèro is also committed to being at the forefront of thought leadership in our industry and frequently publishes original content for our clients' benefit. We produce and publish a weekly podcast, *ReThink IT (podcast.averoadvisors.com),* to discuss the general nature of technology and views on its applications for municipalities now and in the future. Our guests include City Managers, Mayors, Chief Information Officers, County Administrators, Judges, and other municipal executives and leaders.

Additionally, Avèro was recognized as 2019's "Best Small Business" by the Blount County Chamber of Commerce, and we are certified as a "Great Place To Work®" based on feedback provided by 100% of our employees. Avèro's President also serves on the National Institute of Governmental Purchasing (NIGP) panel for cybersecurity.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

General Consultant Information

1	Company Name	Avèro, LLC
2	Location of the headquarters	Maryville, TN
3	Number of full-time personnel	23
4	Length of time in business	4.5 years
5	Length of time providing the proposed services	4.5 years
6	Gross revenue for the prior fiscal year	$2,002,551
7	Percentage of gross revenue generated by the proposed services	$667,517
8A	Total number of all clients	40
8B	Total number of current clients	8
9	Number of public sector clients	8
10	Specification as to which office would service this account	Maryville, TN (Home Office)
11	An explanation of any contract that has been terminated for default during the past five years	No such terminations have occurred
12	An explanation of any contract that has been terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years	No such terminations have occurred

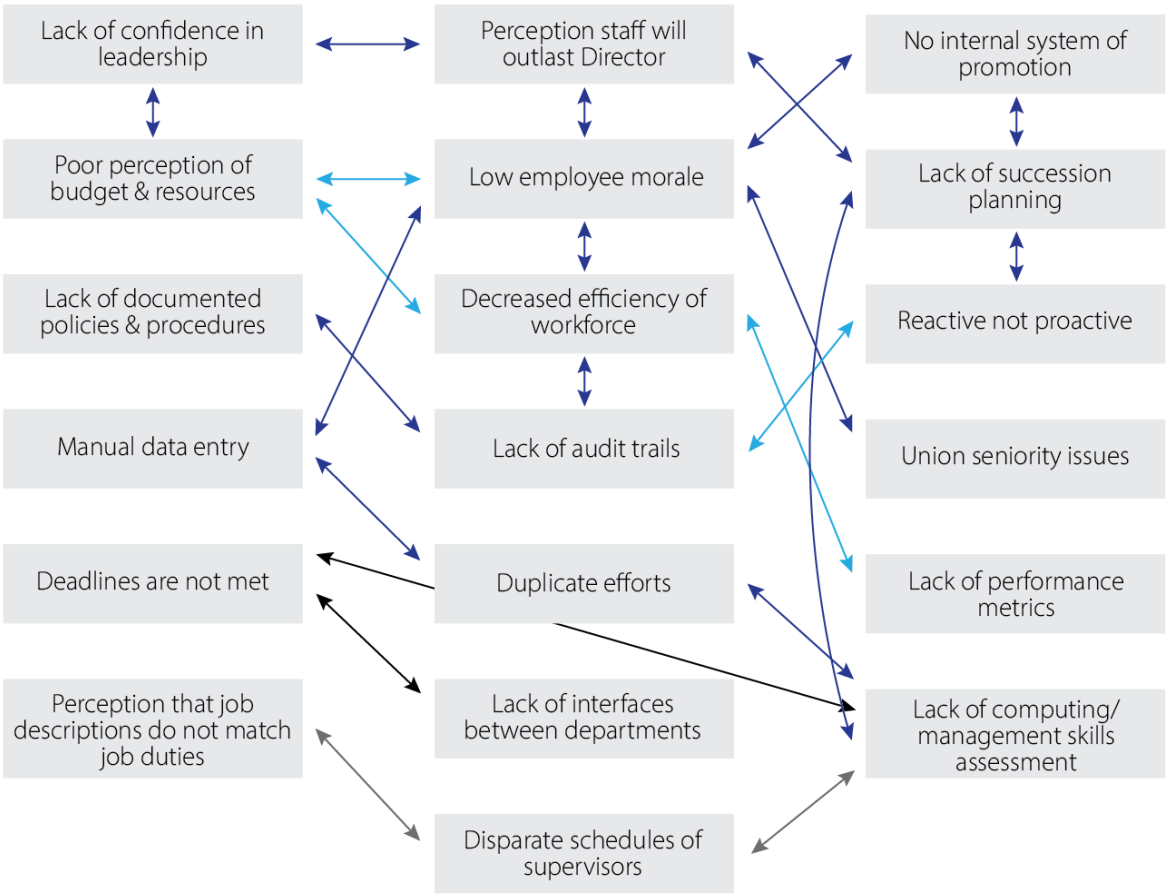
Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Project Methodology

1. PROPOSAL SUMMARY

Avèro Advisors understands that organizations such as the City of Mequon are under increasing pressure to keep up with higher service levels expectations while adhering to traditionally shrinking budgets and staffing levels. Over the last several years across organizations, demand for IT services has increased, as departments seek to use technology 'to do more with less,' improve service delivery, enhance security, make data-driven decisions, and serve constituents more effectively. An increase in demand is not the only pain point that influences change within an organization. Avèro has engaged organizations inundated with manual processes with an apparent lack of modern technology, causing inefficiency. Siloed departments that foster an absence of standardization and highlight frustration and lack of control. Whether your organization is being influenced by similar increases in demand for IT-enabled services or one of the many commonly perceived issues, the City has initiated an IT Assessment that will result in a technology roadmap guiding the City's IT-related decisions for the next several years.

The following graphic is an example of observed pain points and perceptions found within organizations that lack sufficient IT tools to allow staff to perform as efficiently as possible:

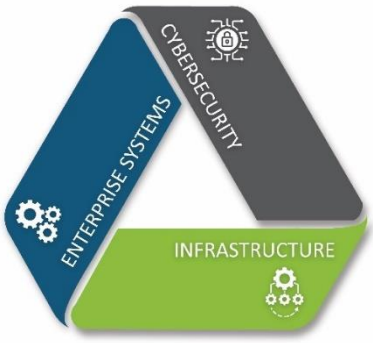


Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

We understand that the City of Mequon seeks recommendations on planning, procuring, implementing, and managing current and future technology investments and resources related to Information Services. The City seeks an evaluation that will highlight current strengths and weaknesses as well as identify, prioritize, and cost the projects that the City should focus on over the next three to five years.

The frequently used phrase, "the future is now," is even more applicable today for technology. Government agencies are acting on increasing demands and modernizing their operations at a rapid pace. The City of Mequon is poised to latch on to modernization opportunities that not only improve internal operations but revolutionize service delivery to its citizens and businesses.

For any long-term technology strategy to be sustainable and successful, we must lay its foundations on the following pillars:



- ***Cybersecurity*** – are we resilient to cyber threats, are our employees educated and form the first line of defense, and can we recover from a cyber event quickly?
- ***Infrastructure*** – is our infrastructure modern, stable, and scalable?
- ***Enterprise Systems*** – do we have the right set of enterprise software tools to empower our employees to deliver services most efficiently?

Avèro has developed IT strategic plans for several Cities and Counties across the country that are choosing to use our recommendations to guide IT decision-making for years to come. Our unparalleled dedication to clients is one of the many attributes that separates our firm from others. Our President and Founder, Abhijit Verekar, not only manages the work completed by his team of consultants, but he also remains active in projects throughout their duration as part of the core team. Mr. Verekar will be involved in group visioning sessions, quality assurance on all deliverables, and all significant presentations, supporting and guiding his team to deliver the best possible results for the City of Mequon.

We understand that the City desires a knowledgeable, accountable, and dedicated firm to provide a comprehensive, independent, customized Information Technology Strategic Plan. Dedication, pursuit of excellence, and transparency are values we live by, and are confident that we are the right firm to join the City of Mequon on its journey to define a long-term technology strategy.

2. PROJECT METHODOLGY

As part of this engagement, Avèro will utilize a three-dimensional approach, People, Process, and Technology (PPT), to develop a high-level understanding of the IT environment's current state within the City of Mequon This approach will enable the Project Team to identify critical processes that are executed using available technology platforms, understand how current processes inform decisions, and how existing technology & IT staffing resources support business activities, enabling the City's overall operational efficiency and effectiveness.

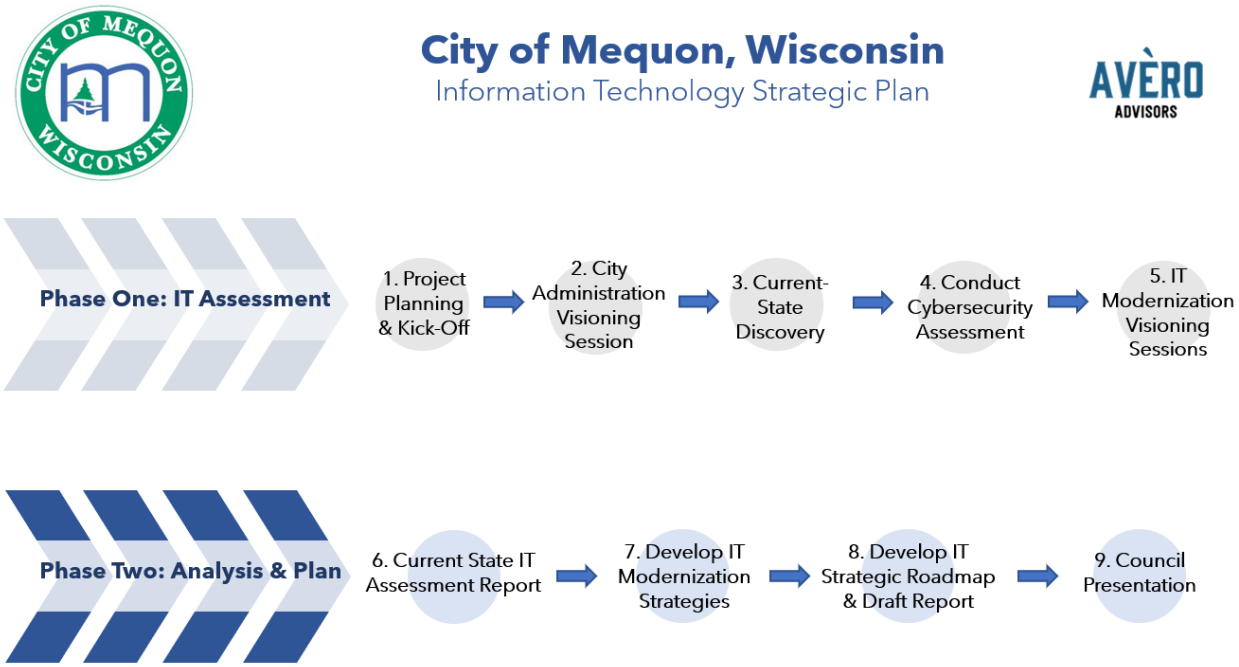
Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Avèro's PPT approach encompasses the following key areas:

People	Process	Technology
Organizational Structure	Governance	Infrastructure
Staffing & Competencies	Enterprise Architecture	Applications
Leadership	Business Process Analysis	Network & Security
Communication	Strategy & Management	Disaster Recovery
Sourcing	Program/Project Management	Data & Information

Avèro makes every commitment to maintaining a high-quality and superior service level for every project with the clients we serve and champion for. Our firm strives to remain an independent, 3rd party consulting firm with no affiliations to software or hardware vendors whatsoever, which ensures that our objective strategic recommendations are tailored exclusively to the City of Mequon's specific needs. Furthermore, Avèro strives to maintain reliable communications with clients by providing a single point of contact to ensure all obstacles are managed quickly and efficiently.

Below is an overview of Avèro's proposed methodology for the City of Mequon:



In accordance with CDC guidelines related to COVID-19, all project tasks within our proposed methodology will be performed onsite unless otherwise requested by the City. We welcome feedback from the City of Mequon to ensure compliance with the project's requirements and the City's business needs. Avèro remains flexible and committed to providing practical solutions that align with the City's business goals in a timely and cost-effective manner.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

PHASE ONE: IT ASSESSMENT

1. PROJECT PLANNING & KICK-OFF

Avèro Advisors will facilitate a kick-off meeting with the City's project sponsors, including the executive team (e.g., City Manager, City Council, and Departmental Directors) and other key stakeholders, to assimilate project goals and formalize expectations. During this meeting, we will accomplish the following tasks:

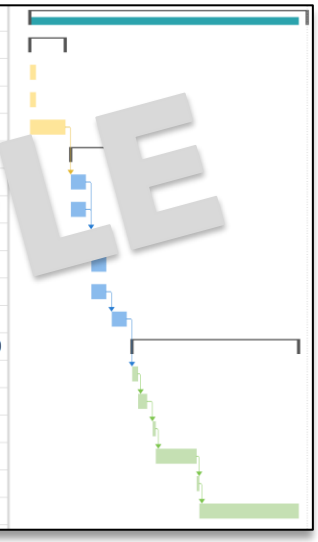
- Introduce our project team and identify the roles of each consultant on this engagement;
- Present a detailed Work Plan, including project tasks, goals, timeframes, deliverables, and milestones;
- Identify the list of interview participants and determine the desired collaboration between stakeholders within the various departments at the City;
- Collaborate with the City's project sponsors to identify roles and responsibilities for reviewing and validating project deliverables;
- Answer any questions and incorporate feedback from attendees; and
- Finalize the work plan & project schedule with feedback and approval of the City of Mequon.

Deliverable 1: Finalized Work Plan

Figure 1 is a sample **Project Work Plan** utilized by Avèro Advisors on an IT Infrastructure Evaluation & Staffing Analysis project that took place in early 2020.

Figure 1 – Project Work Plan

UNION COUNTY - IT Infrastructure Evaluation & Staffing Analysis	69 days	Mon 1/27/20	Thu 4/30/20
Phase 1: Discovery	10 days	Mon 1/27/20	Fri 2/7/20
Facilitate Project Planning Meeting	2 days	Mon 1/27/20	Tue 1/28/20
Review Current IT Infrastructure Environment	2 days	Mon 1/27/20	Tue 1/28/20
Conduct Staff & Leadership Discovery Interviews	10 days	Mon 1/27/20	Fri 2/7/20
Phase 2: Analyses	15 days	Mon 2/10/20	Fri 2/28/20
Conduct Benchmarking & Best Practices Review	5 days	Mon 2/	
Assessment of Current Strengths and Weaknesses	5 day	2/1	Fri 2/
Conduct Future State Visioning Sessions	2 day	/17/	/20
Conduct IT Infrastructure Analysis	day	/17/2	2/21/20
Conduct IT Staff		M 7/20	/21/20
Develop IT Ass nt Draft Report	5	Mo /24/20	Fri 2/28/20
Phase 3: Strateg	41 days	Mon 3/2/20	Mon 4/27/20
Develop IT Infrastructure St es	2 days	Mon 3/2/20	Tue 3/3/20
Develop IT Staffin commendations	3 days	Wed 3/4/20	Fri 3/6/20
Prioritize Strategic Recommendations	1 day	Mon 3/9/20	Mon 3/9/20
Develop IT Infrastructure Strategic Plan and Roadmap	10 days	Tue 3/10/20	Mon 3/23/20
Present IT Infrastructure Strategic Plan and Roadmap	1 day	Tue 3/24/20	Tue 3/24/20
Final Revisions (As Needed)	24 days	Wed 3/25/20	Mon 4/27/20



SAMPLE

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Throughout the project, Avero will strive to maintain effective communication with the City's leadership. **Figure 2** is a sample **Project Status Report (PSR)** utilized by Avèro on an IT Strategic Plan Project that took place from August – October 2020. The PSR summarizes what activities were completed during the previous reporting period, the development of any deliverables during that reporting period, activities scheduled for the upcoming reporting period, and any planned deliverables for the upcoming reporting period. A similar format will be utilized for effective communications during the City of Mequon project.

Figure 2 – Project Status Report

PROJECT STATUS REPORT

Current Reporting Period	Upcoming Reporting Period
August 17 – August 21	August 24 – August 28
Project Activities Completed	**Planned Project Activities**
During the current reporting period, Avèro Advisors conducted current state discovery sessions with departmental directors and key personnel from the following County departments: • Accounts Payable • Information Technology • Payroll • Purchasing • County Executive Assistants • Community Development • Commissioner of the Revenue • Treasurer's Office • Economic Development • Building & Grou… • Landfill • …ff Along with these tas… …so starte… …g draft … he State Assessment … rt and high-lev… rate… …adm… m… existing gaps withi… …'s techn… …nt. … also … a report in PDQ Inve… …ify … …y ap… …ns and devices on the network. By the end … …is …rting period, Avèro reviewed current findings an… …p…ct status with the County Administrator, Projec… …r, and members of the Executive Team (8/20).	During the upcoming reporting period, Avèro Advisors will complete the current state discovery session intervie… …e remaining County departments/stakeholders (e.g., Sheri… …ff, DSS). Avèro's technical team will also review th… …Q Inventory … …rts fo… …th applications and devices … …ork. … the input … …hnical team, Avèro …ill fi… …e d… …om… …f a Current … …e Assessment Draft Report. …èro … …lso c… …ue … …evelopmen… …the … …evel IT Strategic …dma… …will gu… …e County's … …the next three (3) …ve (… …rs. Additiona… …the process of developing the … …of e… …including both … …or and cost, for the implementation of IT I… …rniza… …Strategies already identified and presented to the E… …ive Team. Summaries of such strategies will appear in their entirety in the forthcoming deliverable, the IT Strategic Plan Draft Report.
Deliverables Developed	**Planned Deliverables**
• D2 – Current State Assessment (DRAFT) – IN-PROCESS • D3 – IT Strategic Roadmap (DRAFT) – IN-PROCESS	• D2 – Current State Assessment Draft Report (COMPLETE) • D3 – IT Strategic Roadmap Draft (IN-PROCESS) • D4 – IT Strategic Plan Draft Report

SAMPLE

2. CITY ADMINISTRATION EXECUTIVE VISIONING SESSION

Avèro firmly believes that a critical facet of developing a practical IT Strategic Plan is the identification and documentation of the executive vision. During this activity, Avèro's project leadership will meet with City Council members, the City Manager, and other critical stakeholders to discuss their ideas for internal efficiencies driven by technology and enhanced service delivery to City staff and its residents. During this session, Avèro will apply knowledge of industry best practices and our in-house knowledge base to guide the discussion towards identifying and documenting a high-level vision that will inform the City's long-term IT strategy.

3. CURRENT-STATE DISCOVERY

Avèro Advisors will conduct Current-State Discovery Sessions to develop a full understanding of the current IT environment within the City of Mequon. Data gathering activities will include in-person Discovery Sessions, held in individual and group settings, with critical City staff, departmental heads, and other key stakeholders. Avèro will gather crucial stakeholder feedback on the City staff's daily functions, challenges faced, threats or vulnerabilities related to technology, and any improvements that would enhance productivity through the modernization of IT operations. The following City departments and locations will be included for assessment and planning purposes on this project:

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

- City Administrator's Office
- City Clerk's Office
- Finance
- Public Works
- Community Development
- Police Department
- City Hall
- Public Safety Building
- Public Works Facility
- East Side Fire Station
- Fire Department

Each session will last approximately one (1) to two (2) hours. These interactive sessions will provide our team with essential information to evaluate the City's IT organization & strategies and determine the City's technology needs. Besides discovery interviews, Avèro's technical team will also run a diagnostic tool (PDQ) with support from IT staff to collect specific data on the City's hardware, enterprise software (e.g. Munis, Accela, HyperCaster, ArcGIS, Black Bear, Prophoenix, AutoCAD, Watchguard, and Hikvision) and network for in-depth analysis. This activity will help identify gaps, IT improvements, efficiencies, optimized processes, refined IT organizational structure, enhanced security resiliency, and future streamlined operations.

4. CONDUCT CYBERSECURITY ASSESSMENT (OPTIONAL)

Avèro will assess the City's server environment, backup processes, disaster recovery plan, wired and wireless network and equipment, fiber connectivity and performance across each City-owned facility. During time with the City's technical staff and resources, Avèro will conduct a high-level cybersecurity risk assessment. Avèro will utilize the 22-point National Institute of Standards and Technology (NIST) security assessment that will identify security deficiencies throughout the organization that could allow exposure to sensitive and confidential data. Our team will perform a thorough review of security policies, procedures, system architecture, network architecture, physical access, and various security systems. We will also utilize industry-leading network and infrastructure diagnostic tools such as PDQ Deploy and PDQ Inventory to obtain critical information about the City of Mequon's infrastructure. The 22-point NIST-based assessment will include the following risk areas, at a minimum:

- Incident Response Plan
- Disaster Recovery Plan
- Business Continuity Plan
- Documented Policies & Procedures
- Cyber-security Education
- Data Protection
- Policies Governing Employee Data Access
- Vulnerability Scanning
- Active Network Monitoring
- Multi-factor Authentication
- Automate Threat Detection & Response
- Encryption
- DLP for Personally Identifiable Information
- Utilize All Owned Security Features
- Verification Methods Used & Documented
- Controlled Use of Custom Programming
- Level Set Expectations for Sensitive Data
- ITIL Foundations
- Physical Security
- Cyber-security Officer of Designee
- Segmented & Secured WiFi
- SaaS Vendor Requirements

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

5. CONDUCT IT MODERNIZATION VISIONING SESSIONS

Avèro will conduct a series of IT Modernization Visioning Sessions with the critical City staff, departmental heads, and other key stakeholders to capture "wish list" improvements. Our team will facilitate discussions in-person or virtual with critical stakeholders regarding IT infrastructure & applications, cybersecurity, IT Governance, IT organizational structure, IT resources, service delivery, business processes, and other procedures. The visioning sessions will focus on optimizing operations through technology to efficiently and effectively improve services to City of Mequon citizens. Feedback gleaned from these sessions will be incorporated and utilized by Avèro to develop IT modernization strategies during subsequent activities in the IT strategic planning process.

PHASE TWO: ANALYSES & STRATEGIC PLAN

6. DEVELOP CURRENT-STATE IT ASSESSMENT REPORT

Avèro will aggregate the information gathered in the Discovery & Visioning sessions and data compiled from the existing documentation review and diagnostic tool reports to develop a comprehensive Current-State IT Assessment Report that includes:

- Gaps between IT industry standards & best practices on technical infrastructure & resources (e.g., hardware, network, data protection & backup) and the infrastructure in place
- Existing IT initiatives, governance, policies & procedures
- IT organizational structure and skillsets
- High-level analysis of current IT budget and expenditures
- Findings from the Cybersecurity Risk Assessment

The Current-State IT Assessment Report will include a comprehensive GAP Analysis to clearly identify gaps in the City's IT infrastructure, organizational structure, workflow processes, funding, resource allocation, expertise, security, staffing levels & skillsets, IT solution/strategy development, maintenance, and support services. Key findings will help the City document its existing IT environment compared to current industry-accepted best practices.

Deliverable 2: Current-State IT Assessment Report – Comprehensive Documentation of Discovery

7. DEVELOP IT MODERNIZATION STRATEGIES

In this phase of the project, Avèro Advisors will develop IT Modernization Strategies based upon industry best practices, which strategically resolve the gaps identified during the IT Assessment. Avèro will conduct an interactive review session with the City to finalize the prioritization of the proposed strategies based on the City's priorities, business needs, and goals. During this task, Avèro will work with the City Manager, Assistant City Manager, and other stakeholders to rank

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

the strategies based upon the anticipated degree of impact, associated cost, and implementation timeline.

The strategies will target the following areas within the City's IT environment:

- Infrastructure, enterprise systems, and teleworking capabilities
- Security protocols and systems, along with threat prevention and mitigation actions for security resiliency
- Current and future IT projects
- IT Inventory Management
- Disaster Recovery Plan
- Technologies, staffing, resources, funding, training and service delivery model
- Vendor contracts to include service level agreements and software licenses and agreements
- Enterprise system business process improvement

Avèro will collaborate with key City stakeholders to begin distinguishing strategies pertaining to infrastructure design and tactical projects during this task. Modernization strategies will encompass infrastructure design and a specific detailed migration plan to allow the City to implement any such additional infrastructure by the end of 2026. In addition to over-arching strategies, this plan will include a tactical project plan outlining projects, asset replacement cycles, and key improvements by priority that includes costs both initial and ongoing, staff required for both initial implementation and sustainable management and perceived benefits and risk of both successful implementation and no implementation at all.

8. DEVELOP IT STRATEGIC ROADMAP & STRATEGIC PLAN DRAFT REPORT

Once the City's project sponsors have confirmed the prioritized strategies, Avèro will move forward with the finalization of the IT Modernization Strategies, including the development of the Technology Roadmap of prioritized IT strategies in the form of a Gantt chart, as shown in **Figure 3**.

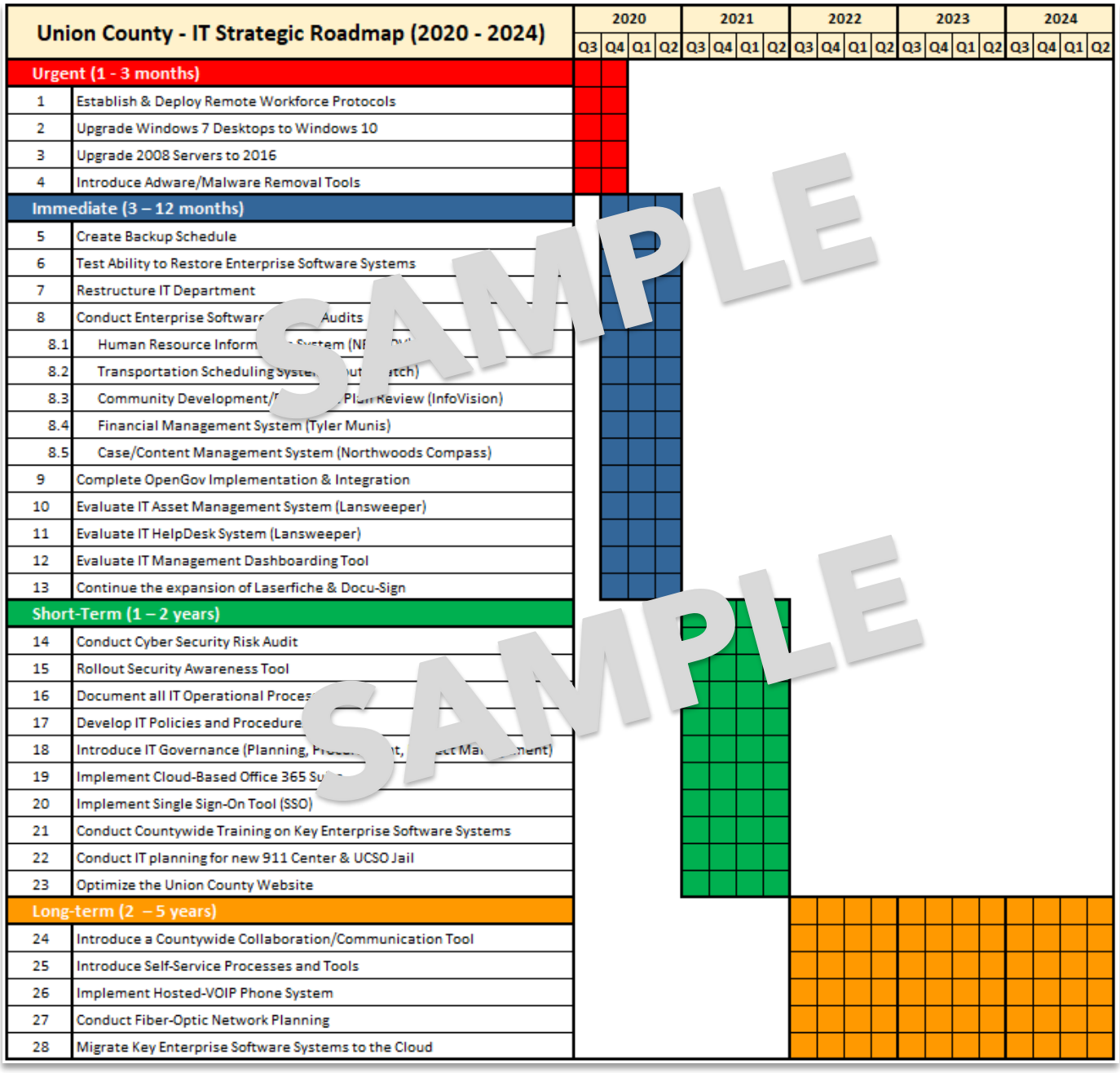
Deliverable 3: IT Strategic Roadmap and Executive Summary

Figure 3[1] – Legend

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

The following sample is a Technology Roadmap of an IT Modernization Program, which Avèro developed for Union County (NC).

Figure 3[2] – Technology Roadmap



Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Avèro Advisors will develop an IT Strategic Plan Report based upon the prioritized Technology Roadmap of IT Modernization Strategies. The IT Strategic Plan Draft Report will guide the City of Mequon to plan, procure, implement, and manage current and future technology investments and resources over the next five (5) years. Additionally, the proposed recommendations will strategically identify opportunities to improve service offerings, build operational efficiencies through integrated enterprise technology, bolster the City's

infrastructure, enhance cyber-security, optimize workflows, and improve technology to align with the City's objectives.

Avèro will ensure that the proposed IT Modernization Strategies are Specific, Measurable, Actionable, Realistic, and Timely (SMART). Each proposed strategy will be discussed and validated by the City's project sponsors, including the City Manager, City Council, and other key stakeholders, to ensure strategic and cultural alignment. Avèro will subsequently finalize and deliver the final IT Strategic Plan Report to the City of Mequon.

Avèro will incorporate any feedback provided by the City's project sponsorship team and will develop an Implementation Plan for each validated IT strategy within the IT Strategic Plan. This plan will function as the cornerstone of the City's efforts to improve the balance between demand for new technology and available IT resources, including infrastructure, staffing, capital, and operating funds, as well as addressing questions of governance, security, leveraging cloud technologies, cyber-security, business continuity planning, and service offerings.

Deliverable 4: 5-year IT Strategic Plan Final Report
Deliverable 5: Tactical Project Plan
Deliverable 6: Infrastructure Modernization Plan

Figure 4 provides an IT Strategic Action Plan including action steps, resources, timelines, and anticipated costs for each recommendation's successful implementation. The sample shown below will describe each line item included in the sample IT Strategic Action Plan. Please note that any prices provided are general estimates and should be clarified as the procurement process continues.

Figure 4 – IT Strategic Plan

Recommendation	Replace SAMPLE SYSTEM with a New Financial ERP System
Gaps Addressed	• SAMPLE, the City's financial ERP system, has not been updated since 1995. The City's options are to convert to SAMPLE's "NextGen" system, stick with the current version of SAM…, or procure another solution.
Action Steps	• Assign Project Sponso… nd … oje… M… ager • Develop an in… ory … us… proc… …n …acted by the ERP …ystem … Perfor… w…kflo… a… …si… …o determine functional requirements … …ve… …re… …irement Traceability Matrix for requirement definition • S… …n …e market for available ERP systems • Procure and Implement the selected ERP system • Follow the vendor's implementation plan • Configure appropriate workflows for Financial Management • Facilitate end-user training ("Train the Trainer") • Go-Live and Post Go-Live Support
Resources	• IT Staff • External Consultant • Department-level Project Champions

SAMPLE

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Recommendation	Replace SAMPLE SYSTEM with a New Financial ERP System
	• IT Steering Committee
Stakeholders	• IT Staff • All-City staff (especially Finance/HR/Public Works/Utilities)
Prerequisites	• None
Estimated Cost	• $XXX - $XXX plus annual maintenance fees (~$XX)
Impact/Comments	• An Enterprise Resource Planning (ERP) system will be used as a single repository for all information regarding business operations. The ERP system will provide seamless access to data to relevant users in real-time. The new ERP system will automate standard business processes such as accounts receivable, accounts payable, budgeting, etc., to improve efficiency and will integrate with other enterprise systems across departments (HR, Payroll, Inventory, Asset Management, etc.)

SAMPLE

9. COUNCIL PRESENTATION AND IMPLEMENTATION

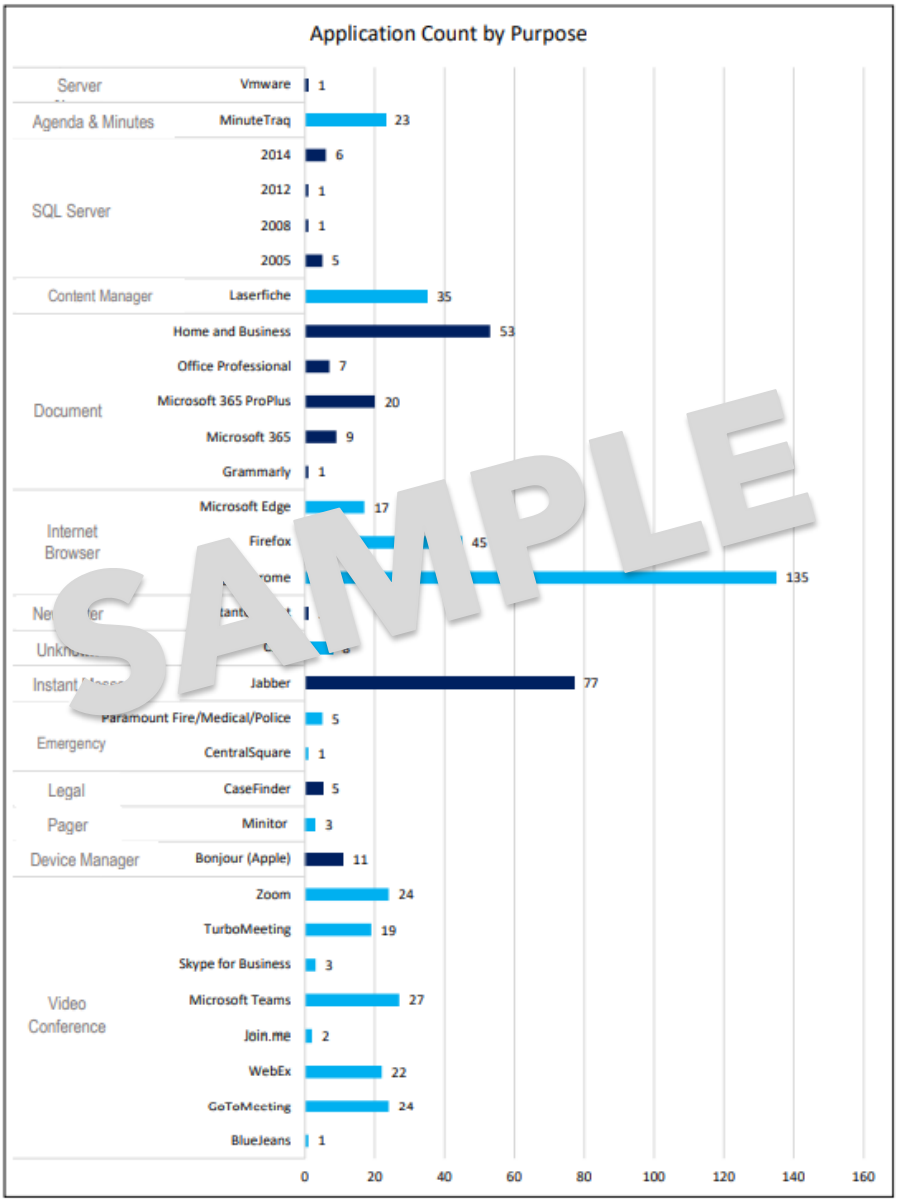
Avèro's team will conduct a final review session with the City's project sponsorship team to validate the proposed IT Strategic Plan Report. Avèro will make any final revisions deemed necessary by the City's project sponsorship team. Avèro will then develop a presentation and supporting materials to guide City leadership through the City of Mequon's new five-year Information Technology Strategic Plan. After Council approval, Avèro's project team can be available to assist the City of Mequon with implementation of the IT Strategic Plan.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Task Area Descriptions

1. DEVELOPMENT OF EXISTING TECHNOLOGY INVENTORY

Avèro builds on any existing inventory documentation and utilizes discovery tools, such as PDQ Inventory to scan networks and identify the current IT inventory. Avèro then combines reports pulled from all systems to develop a complete inventory of the City's network infrastructure including hardware and software. The deliverable associated with this inventory report is then presented in the form of a comprehensive graphic, as shown in the sample below.



Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

2. INVOLVEMENT OF STAKEHOLDERS IN THE STRATEGIC PLAN DISCUSSION

Avèro will host weekly meetings as well as ad hoc communications with stakeholders to ensure the strategic recommendations align with the City's business goals and needs. All feedback will be incorporated into the final strategic plan which will include the topics outlined in the RFP and any other topics identified in the process of stakeholder discussions. In addition to weekly project management meetings, Avèro will schedule discovery and visioning sessions with key stakeholders throughout each City department. These sessions will last approximately one (1) to two (2) hours. We recognize that all stakeholders have their regular duties to attend to and will ensure that our project activities do not get in the way of City operations.

3. ASSESSMENT OF CURRENT STRENGTHS AND WEAKNESSES

Avèro will compare the current state assessment of the City's technology infrastructure to industry best practices in order to assess the current strengths and weaknesses of the City as well as opportunities and threats which may affect the performances of the City's technological processes. This evaluation will include, but will not be limited to: technology, processes, requirements, workflows & integrations, and policies & procedures. Avèro will then produce a portfolio of potential enhancements to the City's network infrastructure.

4. INFRASTRUCTURE EVALUATION

Avèro will review the City's technology infrastructure, beyond what has already been made available through this RFP. The existing infrastructure will be compared to industry standards to determine scalability, standardization, and any modernization efforts that may be needed. Avèro will clearly outline any infrastructure improvements necessary in the IT Strategic Plan Draft Report. Infrastructure recommendations, like other recommendations, will include a statement indicating the gaps the recommendation resolves, action steps, associated costs, and an overall impact statement.

5. STAFFING LEVEL REVIEW

Avèro will analyze the current IT Staff at the City of Mequon and will formally evaluate their ability to support, manage, and maintain the existing equipment, software, and systems that fall within their scope of work. This analysis will also include the ability to support any future infrastructure to be included in the Strategic Plan and will aid Avèro in the effort of laying out the City's staffing needs for today and projected staffing needs for five (5) years into the future. The staffing level review will also serve to indicate where IT-related training and additional staffing may be necessary.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

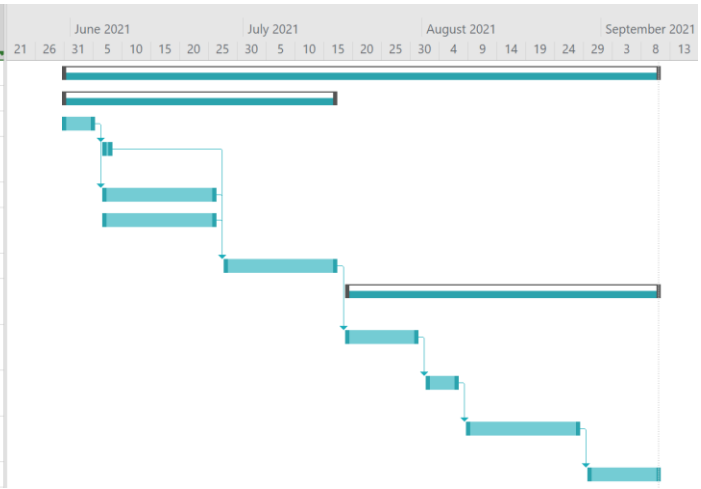
Project Timeline

Based upon our experience of IT strategic planning services with other government and public sector clients similar in scope to the City of Mequon, Avèro Advisors estimates a Project Timeline of ~3 months from notice to proceed.

The Project Work Plan for this engagement, as shown in **Figure 5[1]**, illustrates the timeline with specific phases for all project activities. In **Figure 5[2]** , Avèro has included estimates hours per project task, as requested by the City.

Figure 5[1] – Project Timeline

Task Name	Duration	Start	Finish
City of Mequon ITSP	**75 days**	**Mon 5/31/21**	**Fri 9/10/21**
Phase 1: IT Assessment	**35 days**	**Mon 5/31/21**	**Fri 7/16/21**
Project Planning and Kickoff	5 days	Mon 5/31/21	Fri 6/4/21
City Administration Executive Visioning	1 day	Mon 6/7/21	Mon 6/7/21
Current-State Discovery	15 days	Mon 6/7/21	Fri 6/25/21
Conduct Cybersecurity Assessment	15 days	Mon 6/7/21	Fri 6/25/21
IT Modernization Visioning	15 days	Mon 6/28/21	Fri 7/16/21
Phase 2: Analysis and Strategic Plan	**40 days**	**Mon 7/19/21**	**Fri 9/10/21**
Develop Current-State IT Assessment Report	10 days	Mon 7/19/21	Fri 7/30/21
Develop IT Modernization Strategies	5 days	Mon 8/2/21	Fri 8/6/21
Develop IT Strategic Roadmap & Plan Draft Report	15 days	Mon 8/9/21	Fri 8/27/21
Final Acceptance & Presentation	10 days	Mon 8/30/21	Fri 9/10/21



Avèro also understands the proposed schedule and level of effort may change based on the City's availability and further discussions with the project sponsor. Avèro will work with the City of Mequon to accommodate any suggestions related to the modification of the project schedule.

Figure 5[2] – Project Hours

	Andrew Hayes Senior Manager	Ross DeFalle Project Manager	Sarah Quesenberry Business Analyst	Mike Caffrey Infrastructure Consultant	
Total Hours	28	120	192	64	
	Hours	**Hours**	**Hours**	**Hours**	
Phase I - IT Assessment	**14**	**56**	**108**	**54**	
Kick-Off Meeting	4	4	8	0	
City Administration Visioning Session	4	4	4	2	
Current-State Discovery	2	16	28	16	
Conduct Cybersecurity Assessment	2	16	40	32	Optional
IT Modernization Visioning Sessions	2	16	28	4	
Phase II - Analysis & Plan	**14**	**64**	**84**	**10**	
Current-State IT Assessment Report	4	24	32	4	
Develop IT Modernization Strategies	2	8	8	4	
Develop IT Strategic Roadmap & Plan Draft Report	4	24	32	0	
Develop Council Presentation	4	8	12	2	

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Project Team

For this engagement, Avèro Advisors has put together the following team of qualified professionals who possess the knowledge and demonstrated expertise within IT assessment and strategic planning disciplines.

Abhijit Verekar | Project Executive, is a certified *Project Management Professional* (*PMP*) with 15 years of experience serving the public sector as an IT advisory professional. He has extensive experience leading IT and organizational modernization initiatives with State and Local government agencies across the United States. Over the years, he has helped his clients achieve significant efficiencies through IT strategic planning, cybersecurity, business process redesign, project management & implementation, and general advisory & stewardship when dealing with substantial organizational and technological changes (e.g., teleworking support to response to COVID-19 pandemic).

Andrew Hayes | Senior Manager, is a certified *Project Management Professional* (*PMP*) with Master's degrees in Business Administration (MBA) and Organizational Development (MOD). His experience includes 15 years of successfully leading Organizational Change Management and IT Modernization projects in the public, private, and nonprofit market sectors. He employs an appreciative approach to consulting that facilitates the identification, prioritization, and resolution of critical challenges, whether People, Process or Technology-driven. He creates value by establishing collaborative, cross-functional partnerships that focus on organizational strengths and continuous improvement opportunities.

Ross DeFalle | Project Manager possesses a demonstrated history of working in the Information Technology and Services industry, he provides the subject matter expertise on IT & organizational infrastructure analysis, business process redesign & mapping, requirements analysis & development, project/ program management, strategic planning, and management/ mentorship for a variety of public sector organizations (e.g., Law Enforcement, Public Safety, Finance, HR, Utilities & Public Works). He has provided project management and advisory services on various enterprise systems (e.g., ERP, Land Management, and Records/ Document Management) for local municipalities and public sector entities, such as Union County, City of Maryville, and Reno Housing Authority.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Mike Caffrey | Senior Infrastructure Consultant, is a Senior IT Consultant with over 22 years' experience overseeing efficient, secure, and cost-friendly IT modernization projects for a variety of public and private sector organizations. Recipient of InterCon 2019's "Top 50 Tech Leaders" award for significant contributions in the technology sector.

Sarah Quesenberry | Business Analyst, completed her Bachelor of Science in Computer Science from the East Tennessee State University. She was engaged in providing Blount County (TN) with technical support on the implementation of ERP installation (Tyler Munis) and managed the redeployment of content management software (Laserfiche), along with the modernization of computer upgrades, County-wide. Ms. Quesenberry is currently part of the project team to provide technology consulting services to plan for and execute cybersecurity enhancements for the Santa Clara County Housing Authority.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

AVÈRO ADVISORS

ABHIJIT "AV" VEREKAR

Project Executive

AVEROADVISORS.COM 865.415.3848 AV@AVEROADVISORS.COM

PROFILE

IT Advisory Professional with over 15 years' experience building smart organizations that empower their operations and enrich the lives of those they serve. PMP & SME providing practical IT strategic planning, cybersecurity, business process redesign, and general advisory & project management services to more than 35 government and public sector clients across the United States.

EDUCATION

- PMP (Certification No. 1338765)
  Project Management Institute
- MBA, *Finance*
  Cleveland State University
  (Cleveland, OH)
- Master of Commerce,
  Accounting & Finance
  Goa University (Goa, India)
- Bachelor of Commerce
  Goa University (Goa, India)

KEY SKILLS

- IT & Organizational Strategy
- Business Process Redesign
- Requirements Definition
- Business Systems Selection
- Contract Negotiation
- Project Management

SELECT CLIENTS

- Blount County, TN
- Union County, NC
- Pittsylvania County, VA
- City of Maryville, TN
- City of Charlottesville, VA
- City of Macedonia, OH
- City of Maricopa, AZ
- Santa Clara County Housing Authority, CA
- Reno Housing Authority, NV
- Knoxville's Community Development Corporation, TN
- City of Lethbridge, Canada
- City of Wilsonville, OR
- State of Oregon
- State of Maryland

SELECT EXPERIENCE

Blount County, TN – *IT Modernization Program, Project Management & Support Services*
Created and implemented a multi-year IT Modernization Strategic Plan to update the County's IT infrastructure (hardware, software, processes & policies). Collaborated with various vital departments (e.g., IT, HR, Finance) to implement modernized business processes & system solutions to improve overall efficiency and service delivery.

City of Maryville, TN – *IT Assessment, Business Process Analysis, ERP Planning Services*
Performed a thorough assessment of "AS-IS" business processes, services, policies, technologies & skillsets and developed strategies to optimize the City's operations and service delivery. Guided City executives and departmental heads (e.g., HR, Finance, IT, Utilities) to plan and implement an optimal ERP suite of various integrated solutions (financial, asset, permitting & fleet management) for productivity & services enhancements.

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*
Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

City of Maricopa, AZ – *Information Technology Assessment*
Analyzed "AS-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified disparities between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions in the next 5 years.

Pittsylvania County, VA – *Information Technology Strategic Plan*
Gathered technical data from interactive sessions with Pittsylvania County's IT Department and analyzed the current IT environment (hardware, software, systems, server, network security). Develop IT strategic recommendations to mitigate existing (and potential) gaps and support the County's business needs in its IT efforts to provide a better quality of service to its citizens in the next 3 years.

Legal Aid of Nebraska – *Integrated Technology Consultant*
Conducted discovery & visioning sessions with approximately 32 key stakeholders to evaluate Legal Aid's current technology landscape. Conducted a SWOT analysis to identify existing and potential gaps and opportunities for improvement regarding infrastructure and organizational structure. Developed a long-term integrated technology plan for resolving gaps and optimizing operations related to expanding access.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

AVÈRO ADVISORS

ANDREW HAYES

Senior Manager

AVEROADVISORS.COM 865.415.3848 AHAYES@AVEROADVISORS.COM

PROFILE

Senior Project Manager with 15 years' experience leading change management and IT modernization projects in the public, private, and nonprofit market sectors. Expertise in establishing collaborative, cross-functional partnerships focused on both organizational strengths and opportunities for continuous improvement, whether *People, Process* and *Technology*-driven.

EDUCATION

- PMP (Certification No. 1239835)
  Project Management Institute
- MBA, *Business Administration*
  Case Western Reserve University (Cleveland, OH)
- Master of Organizational Development
  Case Western Reserve University (Cleveland, OH)
- Bachelor of Science
  Business Administration
  University of Akron (Akron, OH)

KEY SKILLS

- IT & Organizational Strategy
- Business Process Redesign
- Requirements Definition
- Business Systems Selection
- Contract Negotiation
- Project Management

SELECT CLIENTS

- City of Lethbridge, Canada
- Union County, NC
- Pittsylvania County, VA
- Blount County, TN
- City of Maryville, TN
- City of Charlottesville, VA
- City of Macedonia, OH
- City of Maricopa, AZ
- City of Alcoa, TN
- Reno Housing Authority, NV
- City of Green, OH
- City of Medina, OH
- Cascade Water Alliance
- State of Maryland

SELECT EXPERIENCE

City of Maryville, TN – *IT Assessment, Business Process Analysis, ERP Planning Services*
Performed a thorough assessment of "AS-IS" business processes, services, policies, technologies & skillsets and developed strategies to optimize the City's operations and service delivery. Guided City executives and departmental heads (e.g., HR, Finance, IT, Utilities) to plan and implement an optimal ERP suite of various integrated solutions (financial, asset, permitting & fleet management) for productivity & services enhancements.

City of Maricopa, AZ – *Information Technology Assessment*
Analyzed "AS-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified disparities between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions in the next 5 years.

City of Macedonia, OH – *Information Technology Modernization Plan*
Evaluated "AS-IS" efforts (culture, vision & mission) & technology (e.g., infrastructure, systems, resources, staffing, funding, service delivery) for various critical City departments (i.e., Finance, HR, IT, Service). Identified inherent gaps between "AS-IS" & "TO-BE" states, along with opportunities for improvement, and developed an IT Modernization Plan & Roadmap to guide Macedonia's IT investment decisions in the next 5 years.

City of Alcoa, TN – *Information Technology Strategic Plan*
Evaluated the current state of technology environment (e.g., infrastructure, systems, processes, resources, staffing, funding, service delivery) for multiple crucial City departments (i.e., Financial Services, HR, CIS, Manager's Office). Identified disparities between "AS-IS" & "TO-BE" states and developed a comprehensive IT Strategic Plan to mitigate inherent gaps and guide Alcoa's IT decisions over the next 5 years.

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*
Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

Pittsylvania County, VA – *Information Technology Strategic Plan*
Gathered technical data from interactive sessions with Pittsylvania County's IT Department and analyzed the current IT environment (hardware, software, systems, server, network security). Develop IT strategic recommendations to mitigate existing (and potential) gaps and support the County's business needs in its IT efforts to provide a better quality of service to its citizens in the next 3 years.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

AVÈRO ADVISORS

ROSS DEFALLE
Project Manager

AVEROADVISORS.COM 865.415.3848 RDEFALLE@AVEROADVISORS.COM

PROFILE

IT Project Manager with public sector experience leading strategic planning efforts, business process mapping and process re-engineering services, and system advisory/selection. Additional focus includes Smart Community research.

EDUCATION

- Leading Smart Communities Certificate
  Pepperdine University (Malibu, CA)
- MBA, *Marketing*
  Arizona State University (Tempe, AZ)
- Bachelor of Arts, *Economics*
  Lenoir-Rhyne University (Hickory, NC)

KEY SKILLS

- Strategic Planning
- Business Process Redesign
- Requirements Definition
- RFP Development
- Business Systems Evaluation
- Project Management

SELECT CLIENTS

- Pittsylvania County, VA
- Blount County, TN
- Union County, NC
- Legal Aid of Nebraska
- City of Maryville, TN
- City of Charlottesville, VA
- City of Maricopa, AZ
- City of Alcoa, TN
- Reno Housing Authority, NV
- Cambridge Housing Authority, MA
- Tusculum University, TN
- Knoxville's Community Development Corporation, TN
- Santa Clara County Housing Authority, CA

SELECT EXPERIENCE

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*
Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

Pittsylvania County, VA – *Information Technology Strategic Plan*
Gathered technical data from interactive sessions with Pittsylvania County's IT Department and analyzed the current IT environment (hardware, software, systems, server, network security). Develop IT strategic recommendations to mitigate existing (and potential) gaps and support the County's business needs in its IT efforts to provide a better quality of service to its citizens in the next 3 years.

Legal Aid of Nebraska – *Integrated Technology Consultant*
Conducted discovery & visioning sessions with approximately 32 key stakeholders to evaluate Legal Aid's current technology landscape. Conducted a SWOT analysis to identify existing and potential gaps and opportunities for improvement regarding infrastructure and organizational structure. Developed a long-term integrated technology plan for resolving gaps and optimizing operations related to expanding access.

Knoxville's Community Development Corporation (KCDC), TN – *IT Division Review Services*
Analyzed the current state of IT programs, processes, systems & staffing through various analyses (e.g., business process analysis, SWOT analysis) to identify deficiencies & threats to KCDC's organizational efficiency. Developed strategic recommendations for improvement and documented a comprehensive IT Strategic Plan guiding KCDC's IT investment decisions over the next 5 years.

City of Alcoa, TN – *Information Technology Strategic Plan*
Evaluated the current state of technology environment (e.g., infrastructure, systems, processes, resources, staffing, funding, service delivery) for multiple crucial City departments (i.e., Financial Services, HR, CIS, Manager's Office). Identified disparities between "AS-IS" & "TO-BE" states and developed a comprehensive IT Strategic Plan to mitigate inherent gaps and guide Alcoa's IT decisions over the next 5 years.

City of Maricopa, AZ – *Information Technology Modernization Plan*
Evaluated "As-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified inherent gaps & opportunities for improvement and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions over the next 5 years.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

AVÈRO ADVISORS

MIKE CAFFREY

Infrastructure Consultant

AVEROADVISORS.COM 865.415.3848 MCAFFREY@AVEROADVISORS.COM

PROFILE

Senior IT Consultant with over 22 years' experience solving the puzzles of efficient, secure, and cost-friendly modernization for various public and private sector organizations. Recipient of InterCon 2019's "Top 50 Tech Leaders" award for significant contributions in the technology sector.

EDUCATION

- Executive Master of Business Administration (EMBA)
  University of South Dakota
  (Vermillion, SD)
- Bachelor of Arts, *Economics*
  California State University
  (Northridge, CA)

KEY SKILLS

- Business Process Management
- Business Resiliency
- Government Affairs
- Marketing & Communications
- Staff Development
- Strategic Planning
- Business Systems Evaluation
- Project Management

SELECT CLIENTS

Public Sector:

- Blount County, TN
- Union County, NC
- City of Maricopa, AZ
- City of Maryville, TN
- City of Alcoa, TN
- Knoxville's Community Development Corporation, TN
- Dekalb County, GA
- California State University System
- American College of Education

Private Sector:

- IBM
- InfoSystems
- Agile Technologies

SELECT EXPERIENCE

Union County, NC – *IT Infrastructure Evaluation & Staffing Analysis*

Assessed the current state of IT infrastructure & staffing for approximately 24 departments (e.g., Finance, IT, HR, Procurement), including, but not limited to, IT infrastructure analysis (software & hardware), IT staffing review, and SWOT analysis. Identified opportunities for improvement and documented a comprehensive IT Strategic Plan & Roadmap to guide the City's decision-making in the next 5-7 years.

Blount County, TN – *IT Modernization Program, Project Management & Support Services*

Created and implemented a multi-year IT Modernization Strategic Plan to update the County's IT infrastructure (hardware, software, processes & policies). Collaborated with various vital departments (e.g., IT, HR, Finance) to implement modernized business processes & system solutions to improve overall efficiency and service delivery.

Knoxville's Community Development Corporation (KCDC), TN – *IT Division Review Services*

Analyzed the current state of IT programs, processes, systems & staffing through various analyses (e.g., business process analysis, SWOT analysis) to identify deficiencies & threats to KCDC's organizational efficiency. Developed strategic recommendations for improvement and documented a comprehensive IT Strategic Plan guiding KCDC's IT investment decisions over the next 5 years.

City of Maricopa, AZ – *Information Technology Modernization Plan*

Evaluated "As-IS" IT infrastructure, processes, staffing levels & operations for 8 key City departments (e.g., Administrative Services, Finance, HR, Economic Development). Identified inherent gaps & opportunities for improvement and developed an IT Modernization Plan & Roadmap to guide Maricopa's IT investment decisions over the next 5 years.

City of Maryville, TN – *Information Technology Strategic Plan*

Evaluated the "AS-IS" IT environment (i.e., hardware, software & systems) and captured Maryville's vision for IT enhancements. Identified discrepancies between "AS-IS" and "TO-BE" states, along with opportunities for improvement, and developed strategic recommendations & roadmap to guide Maryville in utilizing industry best practices moving forward.

US-Based IT VAR (*Private Sector*)

Analyzed and coordinated the tools and processes for both Cloud (SaaS Office 365) & existing Managed Services in the US-Based IT VAR. Modified messaging for US markets and translating the UK firm's marketing strategy into one that helped both firms succeed in just a few months of operation.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

AVÈRO ADVISORS

SARAH QUESENBERRY

Business Analyst

AVEROADVISORS.COM 865.415.3848 SQUESENBERRY@AVEROADVISORS.COM

PROFILE

Information Technology Consultant with 5 years' experience equipped with proficiency in Computing and Software design. Expertise in research and implementation of practical software to decrease downtime and increase productivity, efficiency, and customer satisfaction.

EDUCATION

- Bachelor of Science, *Computer Science*
  East Tennessee State University (Johnson City, TN)

KEY SKILLS

- Hardware Support
- Operating System Support
- Operations Support
- Data Gathering & Analysis
- Requirements Definition
- System Evaluation
- System Implementation

SELECT CLIENTS

- Reno Housing Authority, NV
- Santa Clara County Housing Authority, CA
- Blount County, TN
- Pittsylvania County, VA
- Union County, NC

SELECT EXPERIENCE

Reno Housing Authority, NV – *Consultant for Implementation of EDMS*
Analyzed the current state of operations to determine system requirements and functionality for the future Electronic Document Management System (EDMS). Assisted in requirements gathering, requirements definition in the form of a Requirements Traceability Matrix, RFP Development, vendor evaluation, and contract negotiation.

Santa Clara County Housing Authority, CA – *IT Project Management Services*
Provided IT Project Management services for various concurrent Emphasys Elite related projects. Gathered feedback from SCCHA staff and other public housing authorities regarding the Emphasys Elite hosted solution. Developed a cybersecurity assessment report to document risks and potential threats.

Blount County, TN – *IT Modernization Program, Project Management & Support Services*
Provided technical support on the implementation of ERP installation (Tyler Munis). Collaborated with County staff to manage the redeployment of content management software and develop business processes to streamline workflow and increase efficiency. Managed the migration of animal center data location and software provider. Lead the modernization of computer upgrades County-wide, including new computer recommendations, modifications, and image development. Successfully encouraged better vendor relations to improve customer satisfaction and decrease downtime.

Pittsylvania County, VA – *Information Technology Strategic Plan*
Analyzed and implemented the redeployment of existing content management software and the development of business processes to streamline workflow and increase efficiency. Collaborated with the County's IT staff to establish better vendor relations.

Union County, NC – *IT Policies & Procedure Manual Development*
Assessed the current state of IT infrastructure & staffing and identified industry best practices for each functional area of IT services. Developed a new IT policies & procedures manual, which served as an employee guide to the terms and conditions of IT services and infrastructure.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Client References

Avèro Advisors has provided the following project summaries for projects completed with scopes related to the scope of the City of Mequon's IT Assessment initiative. These references specifically showcase Avèro's experience in conducting IT Assessments and detail a successful track record of creating as well as implementing IT strategic plans for similar municipality clients:

CITY OF MARYVILLE, TN
IT ASSESSMENT & STRATEGIC PLAN,
ERP ADVISORY SERVICES

Contact Person:	Mr. Greg McClain, City Manager
Contact Information:	(865) 273-3401 | gmcclain@maryville-tn.gov
Organization Size:	300 Staff
Date of Services:	February 2018 - Ongoing
Project Description:	Avèro Advisors created a multi-year IT Strategy Plan (ITSP) to guide the City of Maryville to optimize its IT environment efficiently and cost-effectively. As part of the final deliverable set, Avèro's team provided the City with actionable recommendations on business process and technology improvements for all departments (Finance, Public Utilities, Public Works etc.). Avèro currently serves as the Executive Project Manager to manage the implementation of the ITSP for the City of Maryville for multiple projects, including a thorough business process analysis & redesign across all departments' operations, vendor evaluation, selection & implementation for an ERP suited of integrated solutions (Tyler Munis).

CITY OF CHARLOTTESVILLE, VA
NEIGHBORHOOD DEVELOPMENT SERVICES DEPARTMENT

Contact Person:	Mr. Paul Oberdorfer, City Manager – Piqua, OH (former Deputy City Manager at the City of Charlottesville)
Contact Information:	(937) 778-2051 | poberdorfer@piquaoh.org
Date of Services:	August 2018 - Ongoing
Dollar Value:	$2 Million
Project Description:	Avèro serves as the Project Manager to assess the current state of the City's Neighborhood Development Services Department, Public Works Department, and the Parks & Recreation Department. Avèro has redesigned future state business process maps for optimization and developed system requirements & RFP for future system procurements. We will also subsequently assist the City in

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

	system selection & implementation phase for optimal enterprise solutions.
	• Discovery Interviews & Current-State (AS-IS) Documentation
	• Development of "AS-IS" BPMN Workflow Diagrams
	• Visioning Sessions & Future-State (TO-BE) Documentation
	• Development of "TO-BE" BPMN Workflow Diagrams
	• Business Process Analysis & Optimization
	  o Administrative functions
	  o Asset management
	  o Work orders
	  o Permitting
	• Requirements Definition
	• RFP Development
	• Vendor Evaluation & Contract Negotiation: (TBD)
	  o Enterprise Land Management
	• System Implementation & Project Management
	• Staff Training & Change Management
	• Ongoing IT Operations Support
	• Ongoing Vendor Management

UNION COUNTY, NC
IT ASSESSMENT & STRATEGIC PLAN

Contact Person:	Mr. Christopher Liersaph, Assistant Director of IT
Contact Information:	(704) 283-3635 | Christopher.liersaph@unioncountync.gov
Organization Size:	1250 Staff
Date of Services:	January 2020 - Ongoing
Project Description:	Avèro served as the consultant to assess the current state of IT infrastructure & staffing for approximately 30 departments within Union County, NC. The scope of services included but was not limited to IT infrastructure assessment (software, systems & hardware), IT staffing analysis, SWOT analysis, and development of strategic recommendations. Avèro's team subsequently identified and documented a comprehensive IT Strategic Plan & Roadmap to guide the County's IT staffing and IT infrastructure decision-making through the next 5-7 years. Following the completion of the IT Assessment, Avèro currently manages the implementation of the ITSP for Union County for multiple projects, including a restructuring of the County's IT Department, development of IT Policies and Procedures, and phone system assessment.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

BLOUNT COUNTY, TN
IT ASSESSMENT & STRATEGIC PLAN,
ERP ADVISORY SERVICES

Contact Person:	Mr. Justin McClure, Assistant IT Director
Contact Information:	(865) 273-5730 | jmcclure@blounttn.org
Organization Size:	700 Staff
Date of Services:	February 2016 - Ongoing
Project Description:	Avèro Advisors created a multi-year IT Modernization Strategy and Plan (ITMSP) for Blount County Government that is aimed at updating the County's IT infrastructure (hardware, software, processes, and policies). Avèro's team currently serves as the Executive Project Manager to guide the Blount County and its IT Department by implementing the ITMSP, including business process analysis & redesign, IT Risk Assessment, system requirements & RFP development, website redesign, network infrastructure upgrade, server virtualization (VMWare), ERP system replacement (Tyler Munis), and Asset Management solution implementation. The County has achieved perfect audits throughout its five (5) years of IT modernization efforts.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION (TN)
IT ASSESSMENT & PM SERVICES

Contact Person:	Mr. Terry McKee, IT Director
Contact Information:	(865) 403-1133 | tmckee@kcdc.org
Organization Size:	135 Staff
Date of Services:	July 2019 - Ongoing
Project Description:	Avèro Advisors developed an IT Strategic Plan for the KCDC, TN. Avèro's Project Team reviewed the current ("As-Is") state of the KCDC's IT Program by reviewing existing documentation, and conducted interviews with key internal stakeholders. Following the data gathering, the Project Team conducted a SWOT analysis to identify emergent gaps between the current ("As-Is") state and the ideal ("To-Be") state of the KCDC's IT Program. After developing and prioritizing the proposed IT strategies, the Project Team prepared and presented the IT Strategic Plan Report. Avèro currently assists KCDC in evaluating software vendors for an optimal ERP system to replace its legacy Emphasys Elite software. Once the software vendor is selected, our team will help KCDC

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

	develop contract negotiations and oversee the ERP solution's implementation.

SANTA CLARA COUNTY HOUSING AUTHORITY (CA)
IT ASSESSMENT, PM SERVICES, & RISK ASSESSMENT

Contact Person:	Ms. Tui Varela, Housing Compliance Manager
Contact Information:	(408) 993-3052 | tui.varela@scchousingauthority.org
Organization Size:	150 Staff
Date of Services	July 2019 - Ongoing
Project Description:	The Santa Clara County Housing Authority (SCCHA) partnered with Avèro late in 2019 to build a Cloudnative solution for Emphasys Elite, its foundational, core product for housing operations service delivery. The goal was simple and direct: Provide a hosted solution that immediately addresses reliability, resiliency, flexibility, and configurability both in the short-term, as well as into the future. Cloud solutions are inherently designed for business continuity and disaster recovery. However, they cannot be used to help solve systemic security issues within the organization without a clear plan of action that addresses all environments in use by an organization. Avèro was engaged by SCCHA leadership in September of 2020 year to perform a security assessment on the existing technology infrastructure. This project's goals and methodology are to identify enterprise risks, prioritize them, develop actionable recommendations and protocols, and highlight opportunities to mitigate known and unknown risks going forward proactively. Once the discovery process was underway, Avèro identified urgent items that needed immediate action, rather than wait for the full assessment report to be compiled and presented to SCCHA. Avèro currently assists in the efforts to bolster the Housing Authority's cybersecurity infrastructure.

HOUSING AUTHORITY OF THE CITY OF RENO (NV)
PROFESSIONAL ELECTRONIC DOCUMENT MANAGEMENT SERVICES

Contact Person:	Ms. Samantha Arellano, IT Manager
Contact Information:	(775) 329-3630 ext. 223 | sarellano@renoha.org
Organization Size:	80 Staff
Date of Services:	October 2020 - Ongoing

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Project Description:	Avèro serves as the consultant to assess the current state of RHA's paper-based document management operations and identify opportunities for improvement through IT and business process modernization. The scope of work includes the current-state evaluation, development of recommendations, business process redesign, and system requirements definition to improve efficiency in document management operations. Avèro will also assist RHA in the RFP development, system evaluation, selection, and implementation for a future Document Management solution.

CLIENT TESTIMONIALS

"As you know, many companies are technically strong in all things IT but not every firm can build the relationships necessary to help an organization navigate change. Avèro excelled in this aspect. Technically strong, depth of knowledge and an ability to speak in a language management can understand. They don't use only industry terms. They took us through some discovery to make sure we got the scope right. This was incredibly important to the overall project."

Greg McClain
City Manager | City of Maryville, TN

"Avèro has completed two projects with us and has another one underway**. I find they have two critically important attributes that speak well for them: communication skills and technical knowledge.** The Avèro team builds trust and relationships with our staff enabling comfortable communication about IT issues. By using ordinary English and humor, the Avèro team can speak to different levels including our "front line" employees, our managers, our IT staff, and our executives because they understand that most people do not speak "IT." Their technical knowledge is superb and always beneficial to us. Both of these attributes are critical to successful projection completion."

Terry McKee
IT Procurement Director | Knoxville's Community Development Corporation

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

"Avèro Advisors has brought IT advancements to Blount County Government that were 30 years overdue. **This modernization process could have been a lot more painful had it not been for the ability of Avèro to build strong relationships that have endured through the entire process.** This has been so important for our employees to embrace these changes and move forward with confidence in implementing multiple upgrades in a short time frame."

Ed Mitchell
Mayer | Blount County, TN

"**Avèro Advisors has been a Godsend for us here in Blount County as far as our technology, bringing us up and getting us to the next century. We're prepared now to move and be able to do a lot of things.** You all have been a tremendous asset for me to be able to lean on. I have to say this, if there's anybody out there reading if you all need help in your counties, Avèro Advisors are family. They're not another business trying to make a buck. They care about the people that need help and they want to be there. I mean that from the bottom of my heart."

Tom Hatcher
Blount County Circuit Court Clerk, TN

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

Fee Schedule

A. Proposed Hourly Rates

The estimated Investment Summary for this Scope of Work was developed using the following hourly rate schedule, as shown. Any additional work performed outside of this proposed scope will be billed at these rates, with prior written permission from the City of Mequon. The Hourly Rate Schedule below is as shown in the originally submitted Fee Schedule for the Information Technology Strategic Plan RFP.

Hourly Rate Schedule

Project Team Role	Hourly Rate
Project Executive	$225
Senior Manager	$200
Project Manager	$180
Business Analyst	$160
Infrastructure Consultant	$160

B. Revised Offer

Based on the scope of work presented for the initial Information Technology Strategic Plan, Avèro Advisors is pleased to offer the City an all-inclusive **Revised Offer** of **$54,720**. BAFO pricing includes a cumulative discount of ~20%, as a sign of Avèro's commitment to building a long-term IT advisory relationship with the City. **Avèro remains flexible in our approach and welcomes any modifications that the City may deem necessary.**

The estimated project cost for the Information Technology Strategic Plan Project is as follows:

	$200	$180	$160	$160	
	Senior Manager	Project Manager	Business Analyst	Infrastructure Consultant	
Total Hours	28	104	168	40	
	Hours	Hours	Hours	Hours	
Phase I - IT Assessment	**14**	**48**	**84**	**30**	**$29,680**
Kick-Off Meeting	4	4	8	0	$2,800
City Administration Visioning Session	4	4	4	2	$2,480
Current-State Discovery	2	16	24	12	$9,040
Conduct Cybersecurity Assessment	2	12	24	12	$8,320
IT Modernization Visioning Sessions	2	12	24	4	$7,040
Phase II - Analysis & Plan	**14**	**56**	**84**	**10**	**$27,920**
Current-State IT Assessment Report	4	20	32	4	$10,160
Develop IT Modernization Strategies	2	8	8	4	$3,760
Develop IT Strategic Roadmap & Plan Draft Report	4	20	32	0	$9,520
Develop Council Presentation	4	8	12	2	$4,480
				TOTAL FEES	$ 57,600
				NEW CLIENT DISCOUNT (5%)	$ (2,880)
				PROJECT COST	**$ 54,720**

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

C. Assumptions

- Estimated Project Cost of $54,720 Not-To-Exceed amount for the proposed scope of work for the Information Technology Strategic Plan.
- Actual Project Hours will be billed on a Time and Material basis.
- Project Invoices will be submitted monthly.

Attachment: Avèro Advisors Proposal (RESOLUTION 3838 : IT Strategic Plan)

City of Mequon

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

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

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **May 11, 2021**
SUBJECT: **RESOLUTION 3839 A Resolution Authorizing a Development Agreement with Blue Ribbon Self Storage III, LLC for a Tax Increment District (TID) No. 5 Development Incentive in the Amount of $462,000 for the Property Located at 10448 North Port Washington Road**

Background

Blue Ribbon Self Storage III, LLC is requesting approval for a Tax Increment District (TID) No. 5 financial incentive for the property located at 10448 N. Port Washington Road. The following outlines the criteria in which the City authorizes Pay-As-You-Go incentives as documented in the TID Project Plan.

- New construction value of $1.5M beyond the current improvement value.
- The payback period is 15 years or less.
- The maximum incentive allowed is comprised of the "gap", which is defined as the property's base improvement value plus the cost of site demolition and repair, plus a 5% incentive on the net improvement value of the proposed project.

Analysis

Blue Ribbon Self Storage's application represents the following:

- A total new construction value estimated at $4.76M, which is a net value of $3.98M beyond the current improvement value of $902,700.
- A total eligible incentive under the Fast Track Formula of $462,600.
- The payback period, based on estimated annual tax revenue, would occur in approximately 6.4 years, which is prior to the required 15-year payback period and prior to closure of the TID.

Included for review is Blue Ribbon Self Storage's construction costs for demolition and site repair and a copy of the Fast-Track Formula calculation as it applies to the subject redevelopment site, as well as a copy of the proposed development agreement that memorializes these terms.

Fiscal Impact

The redevelopment of the subject site is estimated to have a total new value of $6.45M, with an annual tax revenue for TID No. 5 of approximately $98,000.

Recommendation
The Economic Development Board recommended approval by a vote of 5-0 on April 27, 2021.

Attachments:
Blue Ribbon Storage Development Agreement (DOCX)
Fast Track Formula Calculations (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3839

A Resolution Authorizing a Development Agreement with Blue Ribbon Self Storage III, LLC for a Tax Increment District (TID) No. 5 Development Incentive in the Amount of $462,000 for the Property Located at 10448 North Port Washington Road

A. Tax Increment District No. 5 offers redevelopment incentives for projects including demolition and site repairs.

B. Tax Increment District No. 5 encourages redevelopment of parcels located within the district boundary through the combination of lands, new land uses and removal of underutilized or undervalued structures.

C. The proposal by Blue Ribbon Self Storage III, LLC complies with the standards of the City's Fast-Track Formula for an estimated incentive of $462,600 related to a proposed redevelopment project located at 10448 N. Port Washington Road with an estimated value of $4.76M.

D. Adequate funds are available in the TID No.5 for the incentive. Adequate time remains in the life of TID No. 5 for repayment of the incentive prior to 15 years and prior to closure of the TID.

E. The Economic Development Board, at its meeting on April 27, 2021 approved staff's recommendation to authorize the incentive.

F. The Finance and Personnel Committee, at its meeting on May 11, 2021 approved authorization of the incentive.

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

1. The Development Agreement between the City and Blue Ribbon Self Storage III, LLC, for an estimated incentive in the amount of $462,600 in the form as attached is approved.

2. The Mayor, City Clerk, and other appropriate City staff are directed and authorized to execute the Development Agreement as well as any necessary ancillary contractual documents which are subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney, and then to deliver the same.

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

DEVELOPMENT AGREEMENT

This Development Agreement is made as of the ___ day of _____, 2021, by and among the City of Mequon, Wisconsin, a Wisconsin municipal corporation ("City") and Blue Ribbon Self Storage III, LLC, a Wisconsin Limited Liability Company ("Owner/Developer").

RECITALS

(i) Owner/Developer has acquired the land described on Exhibit A attached hereto ("Property") for the purpose of redevelopment/development in strict accordance with this Agreement and the development plans approved by the City of Mequon, and adopted by the Mequon Common Council, which are listed on Exhibit B (the "Approved Plans") and all other plans as approved and on file with the Department of Community Development (the "Development").

(ii) Owner/Developer will own and will be responsible for management and operation of the Development.

(iii) It is the desire of the City to foster and promote economic development in the City so as to expand the tax base and create new jobs, all in furtherance and compliance with the Port Washington Road TID No. 5 Project Plan, as defined below. The proposed Development of the Property in accordance with the terms and conditions of this Development Agreement will be in the public interest and will serve a public purpose.

(iv) The Development will increase the taxable value of the City of Mequon, as well as its commercial vitality, providing a substantial benefit to the City and the public, and the Development is and will be consistent with the TID No. 5 Project Plan.

(v) Certain financial incentives including, but not limited to, the TID No. 5 Fast Track Incentive are herein provided, and the Development will not occur in their absence.

(vi) The parties to this Agreement have caused to be created this Development Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the development of the Property and have approved its terms, and authorized their respective officers, directors and managers to execute it on their behalf.

Now, Therefore, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

(a) "Acceptable to the City" means, in varying applications of that term in this Agreement, that the matter under review and scrutiny by the City and Ehlers and Associates, its financial consultant, complies with this Agreement in all respects, and/or adheres to applicable laws, ordinances, building codes, rules, and regulations, and/or

generally practiced and prudent underwriting and financial evaluation principles, standards and practices as relates to pro forma projections for the Development, cost estimates, bids and prices, terms of construction contracts and permanent financing, and the financial statements of Owner/Developer as well as amounts and terms for the investment of equity capital in the Development, as will reasonably lead to the good faith conclusion that the risks to the public herein contracted are reasonable and manageable under the circumstances, and in relation to the public benefit of this Development Agreement. Materials submitted to the City for such review shall be objected to within ten (10) business days, or shall be deemed acceptable to the City, except wherein review by the Planning Commission shall be required, in which case the review period shall be twenty (20) days, or by the Common Council, in which case the review period shall be thirty (30) days. The foregoing is not intended to impose additional requirement for review by the Planning Commission or the Common Council except in such circumstance in which such review shall be otherwise required by law. Any item included within Exhibit B as part of the definition of "Approved Plans" shall be deemed to be Acceptable to the City.

(b) "Affiliate" means: (i) a person or an entity that directly or indirectly controls, or is controlled by, or is under common control with, Owner/Developer, or (ii) a person or entity that directly or indirectly beneficially owns or holds any ownership interest in Owner/Developer unless that person or entity has no authority or right of management or control of Owner/Developer; or (iii) any person or entity in which Owner/Developer has an ownership interest unless that person or entity has no authority or right of management or control of Owner/Developer; or (iv) any person or entity that is an officer or director, general partner or managing member of Owner/Developer. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, by operation of law, or otherwise.

(c) "Available Tax Increment" means Tax Increment actually collected by the City with respect to the Property (including Tax Increment on Personal Property) for the TID No. 5 Special Fund.

(d) "Building and Site Improvements" shall mean the construction and installation of building and site improvements on the Property, in accordance with the Approved Plans, and also in compliance with all applicable requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, and landscaping ordinances, laws, regulations, and codes, and all additions and/or alterations to these initially constructed building and site improvements on the Property.

(e) "Completion Value" means the actual total assessed valuation of the Project (real and personal property) as of January 1 the year following completion of the Development.

(f) "Fast Track Improvements" means the improvements defined in Section 4(d) below.

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

(g) "Fast Track Improvements Cost Breakdown" means the current complete cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying the Fast Track Improvements Costs shown on Exhibit D.

(h) "Fast Track Incentive" means the money to be paid by the City, out of TID District No. 5 Tax Increment resulting from the Development, to Owner/Developer, defined in Section 4(d) below, as estimated on Exhibit D, and subject to adjustment after completion of the Fast Track Improvement and the limitations thereon, as provided herein.

(i) "General Contractor" means: The general contractor or general contractors hired by Owner/Developer to construct the Development or components of the Development under one or more contracts. General Contractor may include Owner/Developer to the extent it makes direct contracts for construction, furnishing or fixturing of parts of the Development.

(j) "Owner/Developer" means: Blue Ribbon Self Storage III, LLC, and permitted successors and assigns as approved by the City, which shall have the exclusive management of the Project.

(k) "Project" means a development as referred to and described in the Approved Plans listed on Exhibit B. and including:

- Demolition of portions of existing improvements;
- Removal of any paving and miscellaneous materials;
- Excavation of materials and fill;
- Fill and rough grading of demolition areas;
- Filling, grading, removal and installation of utility services, installation of roads, sidewalks, driveways, walkways, curbs and gutters, parking lot(s); and all other site work as may be required in connection with the development and associated parking, and alterations to public rights of way;
- Construction and installation of all other improvements as may be required in order to comply with the Approved Plans which incorporate the zoning ordinances, building codes, and any other applicable rules and regulations identified in Exhibit B;

(l) "Project Completion Date" means the date of completion of the Project, which shall be no later than May 31, 2022.

(m) "Project Plan" means the Project Plan for the City of Mequon Tax Incremental District No. 5, as may be amended from time to time.

(n) "Tax Increment" means the amount of tax collected from the Property and the Building and Site Improvements to be constructed on the Property by Owner/Developer, and the personal property installed or located on the Property which is subject to personal property tax (the "Personal Property"), less the Tax Increment Base, as calculated with reference to and in accordance with the provisions of Section 66.1105 (2)(i) through (m) of the Wisconsin Statutes.

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

(o) "Tax Increment Base" means the amount of tax collected on the equalized value determined as of January 1, 2021 of the Property.

(p) "TIF District" or "TID No. 5" means City of Mequon Tax Increment District No. 5.

2. Conditions Precedent: Owner/Developer's Obligations. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City under this Development Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

(a) At its cost, Owner/Developer has provided Fast Track Improvements Cost Breakdown estimates to the City, in the form as shown on Exhibit D, certified by Owner/Developer and the General Contractor as presenting the then most accurate and complete Fast Track Improvements Cost Breakdown available, and which will demonstrate that estimated Fast Track Improvements Costs are $228,486.00.

(b) Owner/Developer has, at its cost, provided the City with a timetable for completion of the Project.

(c) Prior to the execution of this Agreement, Owner/Developer shall provide the City with evidence satisfactory to the City that Owner/Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Owner/Developer are authorized to sign this Agreement. Prior to the execution of this Agreement, Owner/Developer, at its cost, shall provide a certified copy of its articles of organization, operating agreement and its resolutions and a certificate of status issued by the Wisconsin Department of Financial Institutions. Such formation documents and resolutions must be acceptable to the City and must show a state of facts as to ownership, management and control acceptable to the City.

(d) Prior to the execution of this Agreement, Owner/Developer shall provide a certificate of incumbency and resolutions or consents of its board, all of which resolutions and consents shall show that Owner/Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement.

(e) No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement.

If all conditions contained in this Section are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the City within the time periods for satisfaction of such conditions as set forth above, of if the City fails to disapprove or object to any of the deliverables furnished by or performance of Owner/Developer as to such conditions within ten (10) business days of receipt by the City, then the above conditions shall be deemed satisfied. The City shall issue a certificate (the "Certificate") confirming that all of the above Conditions Precedent have been satisfied or waived, which can be relied on to confirm that the obligations in this Section have been satisfied. If the City shall timely disapprove or object to the deliverables or performance of Owner/Developer specifying the reason(s) for which the

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

matter is not satisfactory to the City, Owner/Developer shall have ten (10) business days to cure by resubmission of satisfactory deliverables or performance. In the event Owner/Developer does not timely resubmit or the resubmission is unsatisfactory to the City, the City, at its option, exercised in its reasonable discretion, may terminate this Agreement, by providing written notice to the Owner/Developer as provided herein, in which event, none of the parties to this Agreement shall have any further liability or obligation to the other parties; provided, however, Owner/Developer shall pay all costs and expenses incurred by the City, up to a total amount of $10,000, in connection with the Project and the preparation and negotiation of this Development Agreement, including without limitation, attorneys' fees and the fees of the City's outside financial consultant.

3. Representations and Warranties and Covenants of Owner/Developer. Owner/Developer represents and warrants to the City to the best of its knowledge, and covenants with the City as follows:

(a) All copies of preliminary cost estimates, and final costs of the Fast Track Improvements and agreements related to them, which Owner/Developer has furnished to the City are true and correct in all material respects. There has been no material adverse change in the cost estimates of the Fast Track Improvements since the date of the last cost estimate furnished by Owner/Developer to the City.

(b) Owner/Developer has paid, and will pay when due, all property taxes on the Property prior to any such taxes becoming delinquent.

(c) Owner/Developer will pay for all work performed and materials furnished for the Required Offsite Improvements, which upon completion, final inspection and acceptance by the City, shall be dedicated to the City, or State of Wisconsin, as applicable. City confirms this Required Offsite Improvements work is not subject to any public bidding requirements, but that Owner/Developer's contractor shall provide notice to the City 3 days prior to commencement of that work, in order to allow the City to inspect the work.

(d) No statement of fact by Owner/Developer contained in this Agreement and no statement of fact furnished or to be furnished by Owner/Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

(e) Owner/Developer is a duly organized Wisconsin limited liability company and is duly formed and validly existing and has the power and has or will have all necessary licenses and permits to own the Property and to carry on its business at the Property.

(f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary board action of Owner/Developer and constitute the valid and binding obligations of Owner/Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

(g) The execution, delivery, and performance of Owner/Developer's obligations pursuant to this Agreement will not violate or conflict with Owner/Developer's formation documents nor will the execution, delivery, or performance of Owner/Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Owner/Developer or the Project.

(h) There is no litigation or proceeding pending or threatened against or affecting the Project or Owner/Developer's interest in the Development.

(i) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement.

(j) Prior to completion of the Project Owner/Developer will not sell, transfer or convey the Property except to an Affiliate who shall take title subject to this Agreement. This shall not prevent the mortgaging of the Property.

(k) Construction of Project shall commence not later than the date required by the Planning Commission or permitting listed in the Approved Plans. The building on the Property will be deemed completed upon occurrence of all of the following: a certificate of occupancy is issued by the appropriate governmental authorities for all spaces intended to be occupied in the building.

(l) Owner/Developer will cause the Project to be completed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City and County, all environmental laws, rules, regulations and ordinances, and all terms and conditions of this Agreement.

(m) The Owner/Developer understands that the permitted uses for the Development are as enumerated in the designated zoning district of the City of Mequon for the Property, and agrees to use the Development in compliance with this zoning and the Planned Unit Development ordinance.

(n) The representations and warranties contained herein shall be true and correct at all times during the term of this Agreement.

4. Covenants of City. The City covenants with the Owner/Developer as follows:

(a) City will expeditiously provide to Owner/Developer and its lenders such information as is reasonably requested by them. City will provide Owner/Developer's lender(s) such estoppel certificates and other assurances as may be reasonably requested of City.

(b) The City shall cooperate with Owner/Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications as expeditiously as possible, taking into account applicable laws, rules, regulations and ordinances.

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

(c) Subject to the verification of the costs incurred by Developer/Owner for the Fast Track Improvements (as defined herein) in accordance with section 4(d)(vii) below, the City, through TID No. 5 shall provide the Fast Tract Incentive to the Owner/Developer to offset part or all of the site repair and demolition costs (the "Fast Track Improvements"), as indicated and described in the Fast Track Improvements Cost Breakdown appended to this Agreement as Exhibit D, in the manner provided herein, and subject to the following terms, conditions and procedures.

i. In the event Owner/Developer completes construction of the Project in the time and manner required herein, the City agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the "MRO"), in the amount of the Fast Track Incentive. The total amount of the Fast Track Incentive shall be calculated using the total project gap, defined to be the "Base Improvement Value" (as shown on Exhibit D) plus the Owner/Developer's actual costs of completing the Fast Track Improvements. The total Fast Track Incentive currently available is $462,000.00 based upon an estimated Completion Value of the Development being $4,762,000.00. The total Fast Track Incentive shall be paid from Available Tax Increment in annual installments equal to 100% of the Available Tax Increment in accordance with the payment schedule attached hereto as Exhibit H (the "MRO Repayment Schedule"). The obligation to make such payments shall terminate as provided in section 4(d)(vi) and (viii) below, or at the earlier of the end of the currently remaining life of TID No. 5, the date the full Fast Track Incentive has been paid to Owner/Developer, or as provided in Section 12 below. The Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID No. 5.

ii. In addition to the logs and reports to be provided to the City pursuant to section 2(h), Owner/ Developer will provide notice to the City when the Project site excavation is complete and before the excavation is refilled, to allow the City to verify the amount of excavation and condition of the soils.

iii. Payments on the Municipal Revenue Obligation shall be payable solely from the TID No. 5 Special Fund, and only to the extent that the City shall have received as of such payment date Available Tax Increment generated by the Property and the Personal Property, and no MRO Default shall have occurred, and shall not be an obligation of or a charge against the City's general credit or taxing power.

iv. After the Project Completion Date, for Available Tax Increment paid by Owner/Developer and collected by the City in the year in which the tax bill is generated or by the following July 31st, the payment date for the Municipal Revenue Obligation shall be September 1st. By way of example, if the Project shall be completed and the Personal Property fixtures and equipment installed and fully assessable on or before January 1, 2023, then the tax bill generated in December, 2023 and paid by Owner/Developer on or before July 31, 2024 will result in a Fast Track Incentive payment to Owner/Developer on September 1, 2024. All obligations for payment of the Municipal Revenue Obligation shall terminate with the end of the final year of TID No. 5 as provided in Section 66.1105, Wisconsin Statutes, or may be sooner terminated as provided in accordance with this section 4 or Section 12 below.

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

v. Owner/Developer understands and agrees that the Municipal Revenue Obligation of City hereunder will be payable only to the extent that there exists Available Tax Increment as defined herein and generated pursuant to Section 66.1105, Wisconsin Statutes with respect to the Property and Personal Property, and no MRO Default has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the City, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Section 66.1105, Wisconsin Statutes.

vi. To satisfy in full the City's obligations under the Municipal Revenue Obligation, the City shall have the right to prepay the outstanding balance of the Municipal Revenue Obligation at any time. The prepayment option is available to provide the City the option of early termination of TID No. 5.

vii. Upon completion of the Fast Track Improvements, Owner/Developer will provide to the City's independent financial consultant under a confidentiality agreement all contracts, costs, books and records pertaining to the Project as a whole, and for the Fast Track Improvements to verify actual Project and Fast Track Improvements costs incurred. City assumes no obligation to Owner/Developer for the sufficiency or adequacy of such reviews, it being acknowledged that such reviews are made for the sole and separate benefit of City. Any and all notes and copies of records made by or on behalf of the City related to such reviews shall be treated as confidential to the full extent permitted by law. The fact that City may make construction reviews shall in no way relieve Owner/Developer from its duty to independently ascertain that the construction of the Project is being completed substantially in accordance with the approved Plans.

viii. If the total Project costs actually incurred by Owner/Developer for the Project taken as a whole, including the Personal Property, are less than $4,760,000, then the Owner/Developer shall not qualify for the Fast Track Incentive, In such case, City and TID No. 5 shall be under no obligation to provide the Fast Track Incentive to Owner/Developer, City shall provide Owner/Developer notice of the termination of this obligation, the Guaranteed Tax Increment obligation in section 12 below shall terminate, and the Tax-Exempt Covenant in section 11 below shall terminate.

ix. Notwithstanding this above, and as illustrated in the MRO Payment Schedule, with the exception of the final annual payment, no annual payment of the Fast Track Incentive (a "Scheduled Payment") may exceed 100% of the Available Tax Increment generated by the Property and the Personal Property, charged on the real and personal property tax bill issued in the prior year (the “100% Limit”). Therefore, if there is insufficient Available Tax Increment in any year to pay the Scheduled Payment out of 100% of the Available Tax Increment, the deficiency shall be deemed a “Shortfall”. If in a later year, 100% of the Available Tax Increment is greater than the regularly Scheduled Payment, the amount in excess of the Scheduled Payment but not exceeding the 100% Limit, shall be paid to Owner/Developer for the oldest Shortfall first, to the extent such amounts are available and until all Shortfalls are paid. The final year payment shall be a balloon payment equal to the total amount outstanding amount of the Fast Track Incentive less any payments made pursuant to the terms of this Agreement, provided that the total Available Tax Increment collected over the term of this Agreement is sufficient to cover

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the amount of the Fast Track Incentive. Under no circumstance shall the City pay more to the Owner/Developer than the total amount of Available Tax Increment generated by the Project and collected by the City during the term of this Agreement.

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

(a) Owner/Developer shall fail to pay any amounts due from it under this Agreement on or before thirty (30) days following notice of nonpayment when due; or

(b) Any representation or warranty made by Owner/Developer in this Agreement, or any document or financial statement delivered by Owner/Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given and not curable; or

(c) Owner/Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from City to Owner/Developer (or such longer period of time as is necessary to cure the default as long as Owner/Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from the City); or

(d) Owner/Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Owner/Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

(e) If Owner/Developer shall cease to exist; or

(f) A default shall occur under any other documents executed with and delivered to the City in connection with the Project, and remain uncured within in 60 days following notice thereof from the City.

6. Remedies.

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(a) Upon the occurrence of any Default by Owner/Developer, without further notice, demand or action of any kind by the City, the City may, at its option, pursue any or all of the rights and remedies available to the City at law and/or in equity against Owner/Developer and/or the Project, except that, as provided in Paragraph 6(b) below, the City shall only have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement, as stated therein. Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the City is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

(b) Notwithstanding anything contained herein to the contrary, acknowledging that the remedy of stopping payment to Owner/Developer or its permitted assigns, of amounts otherwise due it under the MRO is a heavy penalty which should not be invoked for a small and immaterial default, or a material, but curable default provided Owner/Developer is diligently pursuing a cure of the default, the parties hereto agree that no default hereunder shall result in the termination of the City's obligations to pay the Fast Track Incentive under the MRO except for a MRO Default, which shall be defined as a default under the provisions of Paragraph 6(a) above regarding warranties or representations which are not curable, or a default of the Tax-Exempt Covenant or under the Guaranteed Tax Increment below, which are not paid within 30 days after notice from the City. Except for an MRO Default, no default shall cause the termination or postponement of the City's obligation to perform any one or more of its obligations under the MRO including, but not limited to, any payment obligations on the MRO. In the event of an MRO Default, the City may immediately with only concurrent, but not prior notice to Owner/Developer, suspend its obligation to make any further payments on the MRO. Further, the termination of City's obligation to make payments under the MRO shall not terminate City's obligation to reimburse Owner/Developer for the City Owned Improvements provided that Owner/Developer satisfies all requirements with respect to same.

7. Costs. All reasonable fees, costs and expenses incurred by the City, including that for City Staff time and attorneys and consultant's fees, expended and incurred in connection with the negotiation, preparation and drafting of this Agreement, and all documents and agreements executed in connection therewith, as well as the inspection and approval of all deliverables relating to authority, and any other considerations necessary to creation of this Development Agreement, which are required to be provided the City, shall be paid by Owner/Developer in an amount not to exceed $10,000. Said amount shall not include, and shall be in addition to amounts which Owner/Developer shall be obligated to pay for plan reviews, permitting, and inspections which shall be separately charged by the City at the usual and customary rates. The Owner/Developer shall pay all costs and expenses associated with the enforcement of the City's rights against Owner/Developer under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Owner/Developer.

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Any and all such fees, costs and expenses incurred by the City which are to be paid by the Owner/Developer, shall be paid by Owner/Developer to the City within 30 days of demand by the City.

8. City's Right to Cure Default. In case of failure by Owner/Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement or any other document, contract or agreement affecting the Project, the City shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Owner/Developer to comply with the documents, contracts or agreements affecting the Project, and, in that event, the cost thereof shall be payable by Owner/Developer to the City.

9. Parking. Owner/Developer understands and agrees that it shall be Owner/Developer's obligation to provide adequate parking for the Project complying with all applicable laws, rules, regulations and ordinances, and in conformity with the site plan which is included within the Approved Plans.

10. Signage. All signage installed at the Project, both during construction and after completion of the Project, must comply with all applicable laws, rules, regulations and ordinances, and shall conform to the sign plan included in the Approved Plans. All signage shall be maintained, repaired and replaced as necessary to ensure it remains in good order by Owner/Developer at its expense.

11. Real Estate Taxes and Assessments.

(a) Owner/Developer agrees to pay before delinquent all generally applicable real and personal property taxes assessed and levied against the Property and the Personal Property by the City under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

(b) In addition, Owner/Developer agrees to pay timely to the City all special assessments as may be assessed or levied in connection with the Project under the applicable special assessment laws, rules, regulations, ordinances and rates in effect at the time said special assessments are assessed or levied, but any special assessments or charges to be paid in connection with the initial construction of the Project are as shown on Exhibit E.

(c) Owner/Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). The provisions of the Tax-Exempt Covenant shall be included in the Memorandum of Development Agreement which is attached hereto as Exhibit F, which Tax-Exempt Covenant will run with the land and will be binding upon the Owner/Developer and the Property and/or lessee and/or mortgagee of all or any portions of the Property, and their successors and assigns,

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but only until the earlier of the expiration of the currently remaining term of TID No. 5, or the date on which the full Fast Track Incentive amount has been paid to Owner/Developer. In the event a court finds this Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Owner/Developer and its successors and assigns shall make a payment in lieu of taxes to the City, equal to the amount of taxes that would be due if the Property or owner was not tax exempt, but if Owner/Developer pays the Differential Payment required in Paragraph 12 below, no amount shall be due hereunder.

12. Guaranteed Tax Increment. Owner/Developer guarantees that the equalized value of the Property plus Personal Property will be not less than the Completion Value in and for tax year 2023 and each subsequent year thereafter, such guaranty ending with the earlier of (i) the expiration of the currently remaining term of the TID No. 5, (ii) the date on which the full Fast Track Incentive amount has been paid to Owner/Developer, or (iii) the termination of this Agreement. In the event the equalized value of the Property and the Personal Property fails to meet the Completion Value in any year following the Completion Date during the term of this Agreement, as a result of an Unrepaired Casualty as defined below, or in the event the equalized value falls below the minimum eligibility for the Fast Track Incentive program of $1,500,000.00 for any reason other than Unrepaired Casualty, then this Agreement shall terminate if the Owner/Developer fails to make any Differential Payment required below. An "Unrepaired Casualty" shall be defined to exist if the Property and Personal Property are damaged in a material amount by a casualty, and Owner/Developer has not rebuilt the improvements and restored the personal property to a combined equalized value of at least the Completion Value, within 12 months after the date of loss. Owner/Developer covenants to keep the Property and Personal Property insured under commercially reasonable policy or policies of insurance in amounts adequate to pay for the rebuilding in the event of a total loss of the insured improvements and personal property. However, if Owner/Developer does build the improvements with an equalized value of at least the Completion Value as of the Project Completion Date, and, other than in the case of an Unrepaired Casualty, the equalized value in any subsequent year covered by this Agreement shall be less than the Completion Value in any given tax year, City shall submit a bill to Owner/Developer, for the differential in such tax year ("Differential Payment"). The Differential Payment shall be equal to the amount the City would have billed Owner for real and personal property taxes assessed and levied against the Property and the Personal Property in a given year had the Completion Value been achieved less the actual property taxes assessed and levied against the Property and the Personal Property for the year. Such a billing shall be submitted to Owner/Developer by the City Treasurer by December 31st of the relevant tax year and shall be paid in full by Owner/Developer, without interest thereon, by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st of the following year shall accrue interest at the statutory rate prescribed for delinquent real and personal property taxes until fully paid.

13. Indemnification. Owner/Developer hereby indemnifies, defends, covenants not to sue and holds the City (which for the purposes of this paragraph includes the persons/entities referenced in Paragraph 18 below) harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Owner/Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule,

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regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Owner/Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Owner/Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any material violation by Owner/Developer at the Project or on the Property of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (f) the failure by Owner/Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Owner/Developer to maintain, repair or replace, as needed, any portion of the Project. The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

14. Fire and Safety Hazards. Owner/Developer agrees to construct the Project in conformance with all fire and safety standards specified by applicable law.

15. Nondiscrimination. The City and Owner/Developer agree that Owner/Developer shall not use the Project in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap or national origin, and that the construction and operation of the Project shall be in compliance with all federal, state, and local laws, rules, regulations and ordinances relating to discrimination or any of the foregoing, and any lease for any portion of the Project will include this obligation.

16. No Personal Liability. Under no circumstances shall the City, or any officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

17. City Authorization. The execution of this Agreement by the City was authorized by Resolution No. [INSERT] of the Mequon Common Council adopted on May 11, 2021, which also authorized the City Attorney and City Director of Community Development to finalize the wording of this Agreement, the exhibits hereto, and the documents required herein, and authorized the parties signing below to sign the Agreement and related agreements, on behalf of the City.

18. Miscellaneous.

(a) Except as otherwise specifically set forth herein, the respective rights and liabilities of City and Owner/Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

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(b) No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Owner/Developer, and then only to the extent specifically set forth in writing, but the City Attorney and City Director of Community Development are authorized to approve non-substantive and non-material changes to this Agreement, the exhibits and the agreements required herein, without further City Council Action.

(c) All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

(d) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Paragraph of a change of address:

If to the City:

City of Mequon, Wisconsin
11133 North Cedarburg Road
Mequon, WI 53092
Attention: City Administrator

With a copy to:

City Attorney
Community Development Director
Public Works Director

If to the Owner/Developer:

Blue Ribbon Self Storage III, LLC
1125 N. 9th Street, Suite A
Milwaukee, WI 53233

(e) This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. The City Attorney and City Director of Community

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Development have the authority to replace exhibits to this Agreement with updated exhibits initialed by the Owner/Developer and the City, as updated versions of those exhibits are approved by both parties. It is intended that Exhibit B, the List of Approved Plans, will be modified by City Staff to add to the list other Plans as they are approved by the City.

(f) This Agreement is intended solely for the benefit of Owner/Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Owner/Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

(g) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

(j) Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the City and Owner/Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Owner/Developer or any other person. Owner/Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Owner/Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

(k) Time is of the essence of each and every obligation or agreement contained in this Agreement.

(l) If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the

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control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

(m) This Development Agreement shall terminate upon the latest to occur of the following: (i) the conveyance of the City Owned Improvements to the City; (ii) the completion of the Project as described above; (iii) receipt by the City of all payments it is entitled to pursuant to this Development Agreement; (iv) the receipt by Owner/Developer of all payments it is entitled to pursuant to this Development Agreement and the MRO.

(n) This Agreement shall be recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin, prior to the recording of any other mortgage on the Project, it being understood by the parties that until termination of this Agreement as set forth above, this Agreement will run with the land and will be binding upon the Property and the Project and any Owner/Developer and/or lessee and/or mortgagee of all or any portions of the Property and the Project and their successors and assigns.

(o) Nothing contained in this Agreement is intended to or has the effect of releasing Owner/Developer from compliance with al1 applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

(p) All financial reports and information required to be provided by Owner/Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

Dated at Mequon, Wisconsin this ____ Day of May, 2021.

CITY OF MEQUON

_____
John M. Wirth, Mayor

_____
Caroline Fochs, Clerk

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this _____ day of May, 2021, the above-named John M. Wirth, Mayor and Caroline Fochs, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

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

Approved as to form:

_____
Brian C. Sajdak, City Attorney

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

OWNER/DEVELOPER:

BLUE RIBBON SELF STORAGE III, LLC

By: Blue Ribbon Capital, LLC

By:_____
, its Managing Member

STATE OF WISCONSIN)
)SS
COUNTY)

Personally came before me, this _____ day of May, 2021, the above named _____, as the managing member of Blue Ribbon Capital, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

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

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT A: Property Location

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT B: Approved Plan Set

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT C: INTENTIONALLY BLANK

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT D: Fast Track Improvement Costs & Formula

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT E: Special Assessments

None Contemplated at this time.

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EXHIBIT F: MOU of Development Agreement

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT G: INTENTIONALLY BLANK

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT H: MRO Repayment Schedule

Series 2021 Initial Payment Schedule

September 1, 2024	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2025	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2026	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2027	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2028	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2029	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2030	The eligible unpaid balance of the Fast Track Incentive (Not to exceed $462,000.00 in total payments)

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MUNICIPAL REVENUE OBLIGATION

REGISTERED No. 2021-01

United States of America
State of Wisconsin
County of Ozaukee
City of Mequon

Up to: $462,000.00

Municipal Development Revenue Obligation, Series 2021

Maturity Date: September 1, 2025

Issue Date:

REGISTERED OWNER: Blue Ribbon Self Storage III, LLC

PRINCIPAL AMOUNT: $462,000.00

INTEREST RATE: 0%

THE CITY OF MEQUON, WISCONSIN (the "Municipality"), for value received, hereby acknowledges itself to owe and promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount in the amounts and on the dates hereinafter provided.

The Principal Amount evidenced by this Municipal Revenue Obligation shall be paid to the Registered Owner or its registered assigns, at such times, upon such conditions, and as further provided in the Development Agreement dated May _____, 2021, approved as to its substance by the Mequon Common Council on May 11, 2021, (the "Development Agreement") by and between the Municipality and Blue Ribbon Self Storage III, LLC (the “Developer"). This Municipal Revenue Obligation is issued in consideration of the obligations of the Municipality in the Development Agreement, which shall be controlling in the event there is any inconsistency between it and this Municipal Revenue Obligation, or in the event there is any ambiguity in this document. The initial Payment Schedule is attached hereto as Exhibit H.

Payment of each installment of the Principal Amount shall be made on Payment Dates (as defined below) to the Registered Owner hereof (or its registered assigns), whose name shall appear on the registration books of the Municipality maintained by the Treasurer of the Municipality, who serves as registrar and paying agent (the "Registrar"), by check or draft of the Registrar mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the Registrar.

This Municipal Revenue Obligation has been issued to provide additions and improvements to the Project described in the Development Agreement to be owned and operated by the Developer or its affiliate, and is payable only from Available Tax Increment, as that term is defined in the Development Agreement, which Available Tax Increment has been set aside as a special fund for that purpose and identified as the "Special Redemption Fund." This Municipal Revenue Obligation is issued pursuant to a resolution adopted on May 11, 2021, by the Common Council of the Municipality, and does not constitute an indebtedness of the Municipality within

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the meaning of any constitutional or statutory limitation or provision. Reference is hereby made to said resolution and to the Development Agreement or a more complete statement of the revenues from which and conditions under which this Municipal Revenue Obligation is payable and the general covenants and provisions pursuant to which this Municipal Revenue Obligation has been issued. Capitalized terms used herein shall have the meaning given to them in the Development Agreement.

Any Payments on this Municipal Revenue Obligation which are due on any Payment Date shall be payable solely from and only to the extent that the Municipality shall have received as of such Payment Date Available Tax Increment and Differential Payment(s) due under the Development Agreement, if any. The Municipality agrees that the Available Tax Increment will be used to make Payments on this Municipal Revenue Obligation only and shall not be used to make payments on any other obligation, but subject to the exception below.

For purposes of this Municipal Revenue Obligation, a "Payment Date" shall mean September 1 of each year, commencing on September 1, 2024. On each of the Payment Dates, the Municipality shall pay to the Owner or its registered assigns 100% of the Available Tax Increment, as shown on Exhibit A. To the extent that on any Payment Date the Municipality is unable to make a Payment equal to the Scheduled Payment due on such date as a result of having received, as of such date, insufficient Available Tax Increment, such failure shall not constitute a default under this Municipal Revenue Obligation and, except as provided below, the Municipality shall have no obligation under this Municipal Revenue Obligation, or otherwise, to subsequently pay any such deficiency unless the deficiency is the direct result of the failure of the Municipality or the County to timely remit the proper amount of Tax Increment, in which case, such deficiency shall be paid promptly upon remittance by the County. If there is insufficient Available Tax Increment in any year to pay the Scheduled Payment (i.e., 100% of the Available Tax Increment is less than the Schedule Payment), the deficiency shall be deemed a "Shortfall". If in a later year, 100% of the Available Tax Increment is greater than the regularly Scheduled Payment/the amount in excess of the Scheduled Payment, but not exceeding the 100% limit, shall be paid to the Register Owner on the Payment Date for the oldest Shortfall first, to the extent such amounts are available and until all Shortfalls are paid. On the final Payment Date, there shall be a balloon payment consisting of the Scheduled Payment and any remaining balance of the Principal Amount provided, however, that the total Available Tax Increment and Differential Payments, if any, collected prior to the Maturity Date exceeded the Principal Amount. In no case, however, shall the term of this Municipal Revenue Obligation and the Municipality's obligation to make payments hereunder, extend beyond September 1, 2038, the expiration of TID No. 5 of the Municipality. This Municipal Revenue Obligation shall terminate and the Municipality's obligation to make any payments under this Municipal Revenue Obligation shall be discharged, and the Municipality shall have no obligation and incur no liability to make any payments hereunder after September 1, 2038.

The Municipality makes no representation or covenant, express or implied, that the Tax Increment or other revenues will be sufficient to pay, in whole or in pail, that amounts which are or may become due and payable hereunder.

THIS MUNICIPAL REVENUE OBLIGATION SHALL NOT BE PAYABLE FROM OR CONSTITUTE A CHARGE UPON ANY FUNDS OF THE MUNICIPALITY, AND THE MUNICIPALITY SHALL NOT BE SUBJECT TO ANY LIABILITY

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

HEREON OR BE DEEMED TO HAVE OBLIGATED ITSELF TO PAY HEREON FROM ANY FUNDS EXCEPT THE AVAILABLE TAX INCREMENT, AND THEN ONLY TO THE EXTENT AND IN THE MANNER HEREIN SPECIFIED AND AS PROVIDED IN THE DEVELOPMENT AGREEMENT.

Notwithstanding anything contained herein, amounts due pursuant to this Municipal Revenue Obligation shall not be paid to Registered Owner unless no MRO Default shall have occurred, and the Certificate defined in paragraph 2 of the Development Agreement has been issued, confirming that all conditions precedent of the Development Agreement have been satisfied.

As provided in the Development Agreement, this Municipal Revenue Obligation is subject to optional prepayment at the election of the Municipality, in whole or in part with written notice to the holder.

Upon sale of the Property, this Municipal Revenue Obligation is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Registrar in Wisconsin, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Municipal Revenue Obligation. Upon such transfer, a new Municipal Revenue Obligation of the same installments and for the same aggregate Principal Amount will be issued to the transferee in exchange therefor. This Municipal Revenue Obligation is issuable in fully registered form only in an amount up to the Principal Amount stated herein.

The Municipality and the Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of Principal hereof, and for all other purposes and neither the Municipality nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist, happen and be performed precedent to and in the issuance of this Municipal Revenue Obligation have been done, have existed, have happened and have been performed in due time, form and manner as required by the constitution and statutes of the State of Wisconsin.

This Municipal Revenue Obligation shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the City of Mequon, Wisconsin, by its Common Council, has caused this Municipal Revenue Obligation to be executed with the duly authorized facsimile signature of its Mayor and with the duly authorized facsimile signature of its Clerk and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of the day of 2021.

[SIGNATURE PAGE FOLLOWS]

CITY OF MEQUON, WISCONSIN

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

_____

John M. Wirth, Mayor

_____

Caroline Fochs, City Clerk

CERTIFICATE OF AUTHENTICATION

This Municipal Revenue Obligation is that described in the within-mentioned Resolution and is the Redevelopment Project Revenue Obligation, Series 2021 of the City of Mequon, Wisconsin.

CITY OF MEQUON, WISCONSIN

_____
Kaitlyn Krueger, Treasurer and Bond Registrar

Date of Authentication:_____

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

[FORM OF ASSIGNMENT]

For value received (the undersigned does) hereby sell, assign and transfer unto _____, the within-mentioned registered Municipal Revenue Obligation and hereby irrevocably constitute and appoint(s) _____, attorney, to transfer the same on the books of the Bond Registrar with full power of substitution in the premises.

Bondholder _____

NOTE: The signature on this assignment must correspond with the name as it appears upon the face of the within Municipal Revenue Obligation in every particular, without alteration or enlargement or any change whatever.

Dated: _____

Signature guaranteed:

NOTE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in the Medallion Signature Program.

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

EXHIBIT H: MRO Repayment Schedule

Series 2021 Initial Payment Schedule

September 1, 2024	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2025	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2026	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2027	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2028	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2029	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2030	The eligible unpaid balance of the Fast Track Incentive (Not to exceed $462,000.00 in total payments)

Attachment: Blue Ribbon Storage Development Agreement [Revision 1] (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson

TIF Incentive Application

Contact Information for Applicant for TIF Incentive:
Company Name: Blue Ribbon Management LLC
Principal / Agent Name: Michael Kelly
Address: 1125 N. 9th Street, Suite A, Milwaukee state: WI zip: 53233

Agent Signature: _____

(provide proof of authorization to sign on behalf of company) - Applicant must show control of proposed sites or owner authorization to apply

State status of partnership between company and property owner:
Executed Purchase and Sale Agreement

Contact Information for Property Owner:
Project Property Location: 10448 N Port Washington Rd, Mequon, WI 53092
Project Property Name: Mequon Self Storage (Life Storage Mequon)
Property Owner Name: 10448 North Port Washington Road LLC
Address: 10936 N Port Washington Road, Suite 105, Mequon state: WI zip: 53092

Property Owner Signature: _____
(provide proof of authorization to sign on behalf of company)

Provide Detailed project plan:

- Site and building design or development and operational plan, expected completion date
- Is the project proposed to be phased? If so, describe.
- Property Assessments of Improvements (provide copies)
- Project Pro Forma/value with detailed costs
- Three competitive bids on authorized eligible improvements reimbursable by TIF
- Use attached TIF Incentive Calculation to demonstrate compliance and provide detailed documentation of values/costs shown in formula
- Provide documentation from lending firms regarding availability of funds

Please schedule a meeting with staff for submission of your application. An agreement will be drafted, signed and recorded to detail payment structure and timing for project completion. Contact us at 262.2362902.

Application Fee: NA

Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)

Ozaukee County

Owner (s):
10448 NORTH PORT WASHINGTON ROAD LLC

Location:

Mailing Address:
10448 NORTH PORT WASHINGTON ROAD LLC
10936 N PORT WASHINGTON ROAD NO 105
MEQUON, WI 53092
Request Mailing Address Change

School District:
3479 - Mequon-Thiensville School

Tax Parcel ID Number: **15-029-11-008.00**
Tax District: **45255-City of Mequon**
Status: **Active**

Alternate Tax Parcel Number:
Government Owned:
Acres: **4.9240**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
0852368
PART SW SW 4.92 ACS
COMM 298 FT N & 65 FT E OF SW COR BEING
#2807 CSM LOT 1 VOL 20/124
SEC 29 T 9 R 22

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*
10448 N PORT WASHINGTON RD Mequon, WI 53092

Tax Year: 2020
Click here for detailed assessment data. (square footage, year built, building type, etc)

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
2	Commercial	4.924	$1,694,000	$902,700	$2,596,700
Total:		4.924	$1,694,000	$902,700	$2,596,700

Estimated Fair Market Value:
$2,857,000
Average Assessment Ratio:
0.90890667

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.
** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

New to Tax Parcel Search? Click the "?" button on the top right of this page

Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)

TIF Incentive Calculation Worksheet

1.	**Base Improvement Value***		**$80,000**
2.	**Site Repair and Demolition**		**$148,486**
3.	**Total Costs of Gap**	**(Line 1 + Line 2)**	**$228,486**
4.	**New Development Value****		**$4,762,285**
5.	**5% Incentive (Net Improvement Value)**	**(Line 4 – Line 1 multiplied by .05)**	**$234,114**
6.	**Total City Incentive = Gap 5% Incentive**	**(Line 3 + Line 5)**	**$462,600**

Note: Line 4 must exceed Line 1 by $1,500,00 to be eligible

** See Loss of Value Estimate dated April 15, 2021*

*** Current Assessed Value + Construction Cost less architectural fee, contractor's fee, contingency, and general conditions (see Construction Budget dated March 30, 2021)*

Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)

PROJECT NAME:	**Mequon Self Storage**	**702**	**Units**	
PROPERTY TYPE:	Self Storage	**122,626**	**GSF**	
LAST UPDATED:	3/4/2021	**89,971**	**RSF**	
VERSION:	11	**68%**	**LTC**	

Site Repair and Demolition

Site Demolition & Repair				
	D&L Grading			
		Asphalt Removal	$	17,900.00
		Concrete Removal	$	7,900.00
		Rough Site Grading	$	42,000.00
	Sweeney Well Drilling & Pump			
		Well Abandonment	$	2,500.00
	SUBTOTAL Site Demolition & Repair		**$**	**70,300.00**
Building Demolition				
	Colt Construction		$	76,450.00
		Office Demolition		
		Interior CMU Wall Demolition		
		Interior Mezzanine Demolition		
		Interior Steel Beam Demolition		
		Garage Door Demolition		
	SUBTOTAL Building Demolition		**$**	**76,450.00**
Total Site Repair and Demolition			**$**	**146,750.00**

Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)

ANDERSON ASHTON DESIGN / BUILD

Anderson Ashton Design / Build
2746 South 166th Street
New Berlin, WI 53151
Phone: 262-786-4640
andersonashton.com

Project: Mequon Self Storage
Date: 3/30/2021 15:37
Location: 10448 N. Port Washington Road

CSI #	SPEC SECTION	SUBCONTRACTOR	BASE BID	SFT COST	%
01 00 00	GENERAL CONDITIONS		203,710	$1.67	4%
01 00 10	WINTER CONDITIONS		**********	-	-
02 40 00	DEMOLITION	Colt Construction	76,450	$0.63	2%
02 50 00	MISC DEMO	Allowance	25,000		
03 30 00	CONCRETE & MASONRY	C&M	304,114	$2.50	7%
05 10 00	STRUCTURAL STEEL / REINFORCEMEI	A&A Erecting	93,400	$0.77	2%
05 21 00	STEEL STAIRS	GIS	35,200	$0.29	1%
05 30 00	RAILINGS	GIS	15,600	$0.13	0%
05 40 00	BOLLARDS & MISC STEEL	GIS	11,750	$0.10	0%
06 10 00	CARPENTRY	Trecek Builders	22,850	$0.19	0%
06 40 00	OFFICE MILLWORK	KCI	3,195	$0.03	0%
07 21 00	INSULATION	Mr. Five Guy	6,350	$0.05	0%
07 27 00	WEATHER MEMBRANE NICHIA PANELS	Mr. Five Guy	5,785	$0.05	0%
07 53 00	MEMBRANE ROOFING	Langer Roofing	50,396	$0.41	1%
07 60 00	NICHIA PANELS	Trecek Builders	209,375	$1.72	5%
07 84 00	MISC FLASHING / TIE INS	A&A / Langer	11,085	$0.09	0%
07 90 00	JOINT SEALERS	Frisch Weatherstrip	5,475	$0.04	0%
08 10 00	HM FRAMES DOORS HDWRE	Builders Hardware	13,650	$0.11	0%
08 33 00	HIGH SPEED DOOR	Reliable Door	33,399	$0.27	1%
08 40 00	ENTRANCES & STOREFRONTS	Heritage Glass	91,004	$0.75	2%
08 51 00	SLIDING DOORS	Autmoatic Entrances	7,400	$0.06	0%
09 20 00	STUDS, DENSGLASS, DRWYALL	Applewood Drywall	108,794	$0.89	2%
09 51 00	ACOUSTICAL CEILING	Strictly Ceilings	4,335	$0.04	0%
09 65 00	OFFICE FLOORING	United Flooring	7,725	$0.06	0%
09 67 00	FLOOR CLEAN / POLISH	Excalibur Flooring	29,390	$0.24	1%
09 99 00	PAINTING	Wall Painting	71,000	$0.58	2%
10 14 00	SIGNAGE	Allowance	30,000	$0.25	1%
10 28 00	TOILET & BATH ACCESSORIES	Best Specialties	1,325	$0.01	0%
10 44 16	FIRE EXTINGUISHERS	Best Specialties	2,785	$0.02	0%
11 13 00	MEZZANINE SYSTEM & ADDITION	Trachte	1,319,454	$10.84	28%
11 40 00	RESIN FLOORING ON MEZZANINE	MiTek Systems	221,689	$1.82	5%
11 53 00	HALLWAY SYSTEMS	Trachte	in 11 13 00	$0.00	0%
14 20 00	ELEVATORS	Schindler	84,500	$0.69	2%
21 00 00	FIRE SUPPRESSION	Total Mechanial	208,270	$1.71	4%
22 00 00	PLUMBING	Braden Plumbing	37,084	$0.30	1%
23 00 00	HVAC	Air Associates	256,740	$2.11	6%
26 00 00	ELECTRICAL	Gillitzer Electric	174,000	$1.43	4%
27 00 00	FIRE ALARM SYSTEM	Gillitzer Electric	in 26 00 00	$0.00	0%
28 00 00	ACCESS CONTROLS & CAMERAS	Allowance	32,000	$0.26	1%
31 00 00	EARTHWORK	D&L	139,845	$1.15	3%
32 10 00	ASPHALT PAVING	ProPave	68,105	$0.56	1%
32 15 00	SEAL COATING	ProPave	1,800		
32 20 00	INTERIOR PAVEMENT MARKINGS	ProPave	1,500		
32 31 00	CHAIN LINK FENCE		**********	-	-
32 90 00	LANDSCAPING	Allowance	30,000	$0.25	1%
32 95 00	RETAINING WALLS	C&M	in 03 30 00		
33 00 00	SITE PLUMBING	BV Tetzlaff	3,530		
33 00 00	WELL ABANDONEMENT	Ken Sweeney	4,236	$0.03	0%
			4,063,296		
	ARCHITECTURAL / ENGINEERING FEE	5.0%	203,165		
	CONTINGENCY	2.5%	101,582		
			4,368,043		
	CONSTRUCTION MANAGEMENT FEE	6.0%	262,083	**Work SFT**	121,704
	TOTAL		$4,630,126	**SFT Price**	$38.04

1st floor gross sf	59,628	
2nd floor mezzane sf	54,738	
Addition sf	7,338	
	121,704	SF

Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)

Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)

SITE AERIAL

ANDERSON ASHTON
DESIGN / BUILD

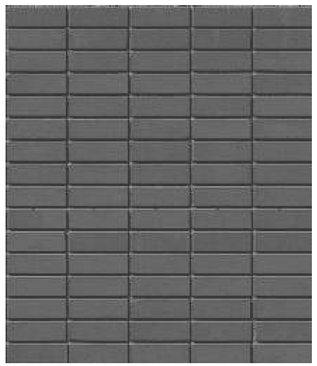
OFFICE

ANDERSON ASHTON
DESIGN / BUILD

Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)

SOUTHWEST CORNER PERSPECTIVE RENDERING

EXISTING WALL FINISHES

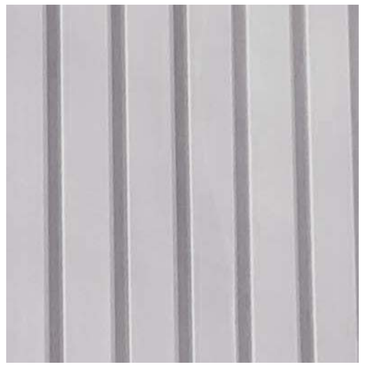


DARK GRAY BRICK

VINTAGEWOOD BARK

VINTAGEWOOD CEDAR

GLASS OVERHEAD DOOR



LIGHT GRAY PAINTED METAL PANEL

REVISIONS

ANDERSON ASHTON DESIGN / BUILD
7746 South 169th Street
New Berlin, WI 53151
Phone: (262) 786-4840
WWW.ANDERSONASHTON.COM

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

PRELIMINARY NOT FOR CONSTRUCTION

MEQUON SELF STORAGE

10448 NORTH PORT WASHINGTON RD. MEQUON, WI

DRAFTED BY:	Author
DESIGNER:	NTL-F
ISSUE:	3/1/2021 10:14:10 AM
SUBMITTAL DATE:	2/15/2021
DESIGN NO.	3911
CONSTRUCTION NO.	

3D DRAWINGS

A901

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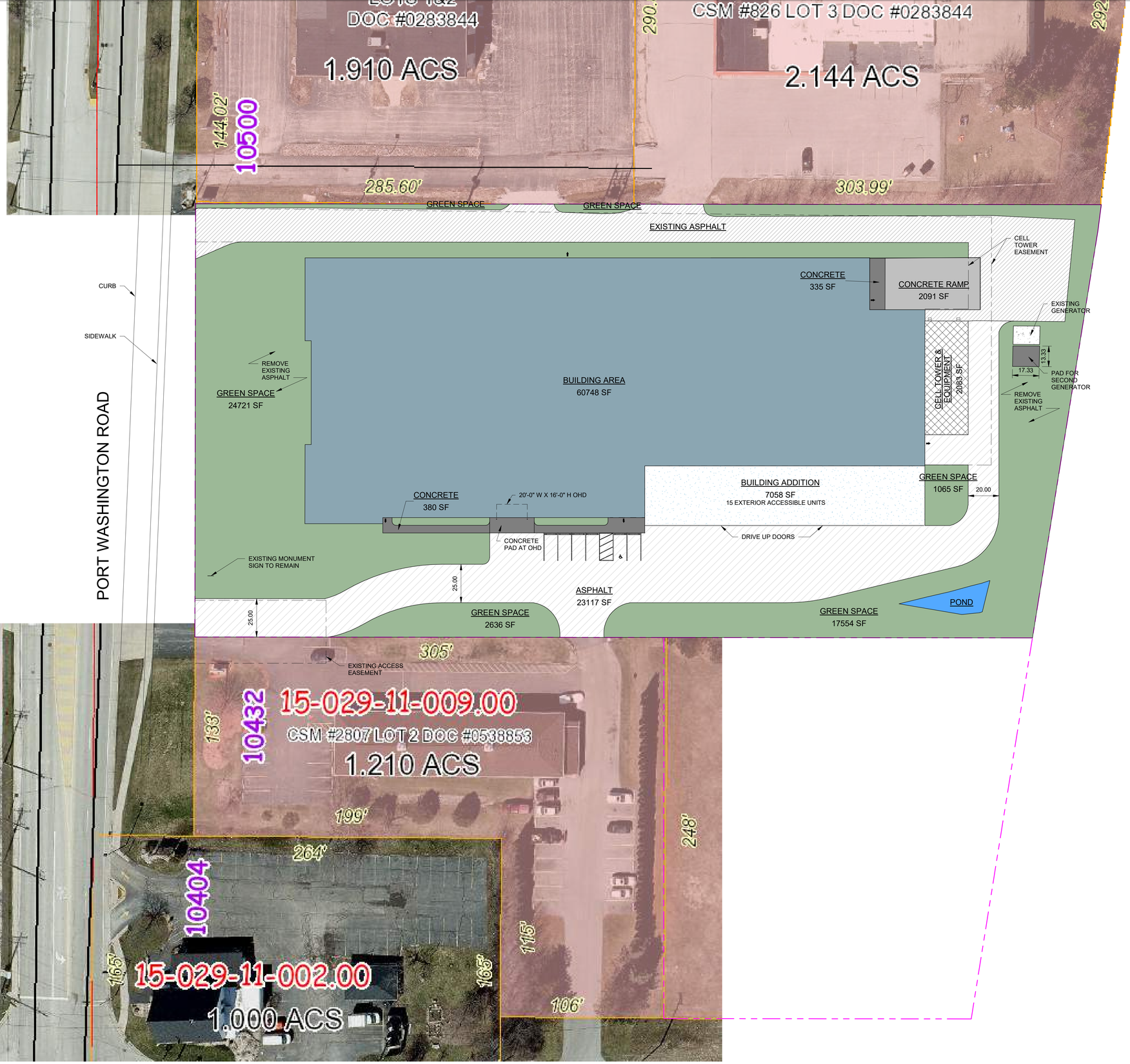
Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage/Anderson Ashton)



1 ARCH SITE PLAN

SITE PLAN AREA		
AREA TYPE	SQUARE FOOTAGE	PERCENTAGE
ASPHALT	23117 SF	14%
BUILDING ADDITION	7058 SF	4%
BUILDING AREA	60748 SF	38%
CELL TOWER & EQUIPMENT	2083 SF	1%
CONCRETE	1718 SF	1%
CONCRETE RAMP	2091 SF	1%
EXISTING ASPHALT	14818 SF	9%
EXISTING CONCRETE	208 SF	0%
GREEN SPACE	47436 SF	30%
POND	632 SF	0%
Grand total	159909 SF	100%

GENERAL SITE NOTES:

1. VISIT JOB SITE TO VERIFY EXISTING SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. MEET WITH GENERAL CONTRACTOR PRIOR TO STARTING.

2. REMOVE EXISTING TREES ALONG WITH ROOTS AS REQUIRED @ PROPOSED BUILDING AND PAVING AREAS.

3. STRIP AND REMOVE ALL REMAINDER VEGETATION & X"+/- TOP SOIL FROM WITHIN THE BUILDING AND PAVING AREAS. STOCKPILE REUSABLE, UNCONTAMINATED TOPSOIL AND PROVIDE FOR ALL EXCESS MATERIAL TO BE TRUCKED OFF SITE. SPREAD SALVAGED TOPSOIL OVER DISTURBED AREAS TO APPROX. 4" DEPTH AFTER CONSTRUCTION IS FINISHED.

4. CUT (OR FILL) THE BUILDING AREA +5.0' BEYOND PERIMETER OF THE BUILDING

5. CUT THE FLOOR AREA TO THE SUB-GRADE ELEVATION. (THE PERIMETER FOUNDATION FOOTINGS TO BE EXCAVATED BY CONC. CONTR. TO THE REQUIRED DEPTHS PER THE FOUNDATION PLAN). BENCH GRADE BACK PER CURRENT OSHA CODE STANDARDS PART #1926 IF REQ'D BY THE G.C. FOR THE PROJECT

6. PROOF ROLL BUILDING AREA FOR ANY SOFT MATERIALS. REPORT ANY SOFT SPOTS TO THE GENERAL CONTRACTOR.

7. ALL FILL MATERIAL FOR BRINGING GRADES UP TO SUB-GRADE ELEVATIONS SHALL BE GRANULAR OR CLEAN COMPACTABLE CLAY AND APPROVED BY ANDERSON-ASHTON.

8. ALL EXTERIOR BACKFILL MATERIAL FOR STANDARD FROST FOUNDATION WALLS SHALL BE CLEAN COMPACTABLE CLAY.
INTERIOR BACKFILL MATERIAL SHALL BE 3/4" CLEAR STONE.

9. ALL BACKFILL & FILL MATERIALS SHALL BE INSPECTED AND APPROVED BY ANDERSON-ASHTON PRIOR TO PLACEMENT. ALL FILL MATERIALS SHALL BE COMPACTED IN 8" MAX. LIFTS @ 95% MODIFIED PROCTOR.

10. PREPARE THE PAVING AREA AS SHOWN ON THE CONSTRUCTION DOCUMENTS to +/- 0.10'

11. PREPARE ALL SWALES AS SHOWN ON PLAN TO PROVIDE POSITIVE DRAINAGE DURING CONSTRUCTION.

12. RETURN AFTER THE BUILDING IS ENCLOSED & FINISH GRADE AND TOPSOIL AROUND PERIMETER OF BUILDING. ALSO, FINISH GRADE AROUND ELECTRICAL, TELEPHONE, GAS, SEWER, WATER AND UTILITY TRENCHES.

13. GRADING CONTRACTOR SHALL FIX AND REPAIR PARKING AREA AND DRIVES AS REQUIRED AFTER UTILITY AND OTHER WORK THAT MAY DISTURB THE SOIL AND/OR GRAVEL BASE BEFORE PAVING BEGINS. GRADING CONTRACTOR SHALL SMOOTH DRUM ROLL ALL PARKING AREAS AND DRIVES BEFORE PAVING BEGINS.

14. GRADING CONTRACTOR SHALL BE PREPARED TO HANDLE ALL SPOILS WHICH MAY INCLUDE ON SITE STORAGE AND TRUCKING OFF SITE. GRADER TO GET PRIOR APPROVAL FROM G.C. FOR PLACEMENT OF STOCKPILE SITES PRIOR TO STARTING STRIPPING OF TOPSOIL.

15. AWARDED GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR THE LABOR AND MATERIAL NEEDED FOR SUPPLYING ANY TRAFFIC CONTROL BARRIERS OR SIGNS AS NEEDED PER LOCAL OR D.O.T. CODES & REGULATIONS DUE TO ANY ROAD WORK OUTSIDE OF PROPERTY LINES

16. 30% OF THE SITE SHALL REMAIN AS OPEN SPACE TO COMPLY WITH LOCAL ORDINANCES

ASPHALT PAVING WORK

1. FURNISH AND INSTALL A 8" CRUSHED AGGREGATE BASE AT THE ASPHALT PAVING PARKING AREAS.

2. FINE GRADE AND COMPACT STONE BASE.

3. FURNISH AND INSTALL A 4" (TWO LIFT) AVG. THICKNESS COMPACTED ASPHALT PAVEMENT AT TRUCK/DRIVE AREAS

4. FURNISH AND INSTALL ALL PARKING STALL STRIPING, H.C. SYMBOLS, & H.C. SIGNS ON METAL POSTS.

SITE PLAN LEGEND

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

REVISIONS

ANDERSON ASHTON
DESIGN / BUILD
7246 South 108th Street
West Allis, WI 53151
Phone: (262) 786-4840
WWW.ANDERSONASHTON.COM

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PRELIMINARY NOT FOR CONSTRUCTION

PROPOSED (ADDITION, REMODEL, NEW) BUILDING FOR:

MEQUON SELF STORAGE

10448 NORTH PORT WASHINGTON RD. MEQUON, WI

DRAFTED BY:	MFP
DESIGNER:	NTL-F
ISSUE:	2/25/2021 9:47:02 AM
SUBMITTAL DATE:	2/15/2021
DESIGN NO.	3911
CONSTRUCTION NO.	####

ARCHITECTURAL SITE PLAN

AS01

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Attachment: Fast Track Formula Calculations (RESOLUTION 3839 : TID #5 Incentive for Self Storage(Anderson Ashton)

City of Mequon

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

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

TO: **Common Council**
FROM: **Kaitlyn Krueger, Finance Director**
DATE: **May 11, 2021**
SUBJECT: **RESOLUTION 3840 A Resolution Appointing Marie A. Keyser to the Position of Acting Finance Director/City Treasurer**

Background

After a nearly four-year career with the City of Mequon, Finance Director Kaitlyn Krueger is leaving the organization to accept a similar position for another municipality. Ms. Krueger, who began her duties as City Finance Director on January 1, 2020, also served previously in the roles of Utility Accountant and Assistant to the Finance Director prior to the assumption of her current duties. Her last day with the City will be May 25, 2021.

Analysis

Upon Director Krueger's departure, the City's current Assistant to the Finance Director, Marie Keyser, will assume the role of Acting Finance Director. Ms. Keyser has been with the City since February of 2020. Presently, the City Administrator's Office is reviewing available options to ensure the continuity of day-to-day operations during this interim period, and for filling the Finance Director position on a full-time basis prior to the onset of the 2022 budget development process later this year.

Recommendation

A resolution appointing Marie A. Keyser as the City of Mequon's Acting Finance Director/City Treasurer is attached and recommended for approval.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3840

A Resolution Appointing Marie A. Keyser to the Position of Acting Finance Director/City Treasurer

A. Pursuant to Wis. Stats. § 62.09, the City of Mequon is required to have certain statutory officers including a treasurer.

B. In Mequon, the City's Director of Finance is also the City Treasurer.

C. The office of the City Treasurer will be vacant as of May 25, 2021 as a result of the incumbent's resignation.

D. The City Administrator recommends the appointment of Marie A. Keyser to the position of the Director of Finance and the City Treasurer effective May 26, 2021.

E. The Common Council, based upon the recommendation of the City Administrator, desires to make an appointment to the office of City Treasurer pursuant to § 2-63(b) of the Mequon Municipal Code.

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

1. Marie A. Keyser is appointed as the City of Mequon's Acting Director of Finance and the Acting City Treasurer pursuant to § 2-63(b) of the Municipal Code, effective May 26, 2021.

2. Resolution 3824 Designating Port Washington State Bank as the Public Depository for the City of Mequon is amended to replace Kaitlyn Krueger as an authorized signatory on withdrawal or disbursement checks with Marie Keyser, effective May 26, 2021.

3. Resolution 3659 Designating Hometown Bank as a Public Depository for the City of Mequon is amended to replace Kaitlyn Krueger as an authorized signatory on withdrawal or disbursement checks with Marie Keyser, effective May 26, 2021.

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

Caroline Fochs, City Clerk

City of Mequon

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

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

TO: **Common Council**
FROM: **Justin Schoenemann, Assistant City Administrator**
DATE: **May 6, 2021**
SUBJECT: **RESOLUTION 3846 A Resolution Terminating the City of Mequon's Declared Public Health Emergency in Response to COVID-19**

Background

Following the World Health Organization's declaration of a Public Health Emergency, and the United States Department of Health & Human Service's Proclamation of a Public Health Emergency and the Governor's Executive Order #72 declaring A Public Health Emergency in the State of Wisconsin, Mayor John Wirth issued a Proclamation that was ratified by the Common Council on March 17, 2020, declaring a local Public Health Emergency in order to protect the health and well-being of the community and to avail the City of all proper resources needed to respond to the COVID-19 pandemic. Pursuant to the terms of the original Proclamation, the declared Public Health Emergency was set to expire on September 15, 2020 but was extended by the Common Council through Resolution 3762 to March 1, 2021. On March 9, 2021, the declared Public Health Emergency was again extended by the Common Council through Resolution 3814 to September 15, 2021.

Discussion

The enclosed resolution states that the basis for the declared of the Public Health Emergency no longer exists and the need has subsided for all other proclamations that were adopted to address certain rules, and regulations and operations during the emergency. The resolution does allow for the continuation of hybrid Common Council and Planning Commission meetings and virtual meetings of boards, commissions and committees until otherwise determined by the Common Council. It also encourages residents to get vaccinated and states the City supports the right of private businesses, institutions and property to determine which health safety measures are best for their operations, as well as encouraging business to continue providing curbside and carryout services.

Recommendation

A recommendation is forthcoming by the Public Welfare Committee on May 11, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3846

A Resolution Terminating the City of Mequon's Declared Public Health Emergency in Response to COVID-19

A. On March 16, 2020, the Mayor proclaimed, on behalf of the City of Mequon, the existence of a Public Health Emergency as defined in Wisconsin Statutes Section 323.02(16) and a Disaster as defined in Wisconsin Statutes Section 323.02(6); accordingly, the City of Mequon implemented its emergency authority under Wisconsin Statutes Section 323.11. The proclamation was entitled Proclamation Declaring a Public Health Emergency in Response to the Corona Virus Disease 2019 (COVID-19) ("Proclamation No. 1").

B. By Resolution 3716, the Common Council ratified Proclamation No. 1.

C. Subsequent to the adoption of Proclamation No. 1, the Mayor issued the following four additional proclamations to address certain rules, regulations and operations during the Public Health Emergency, each of which were affirmed or substantially ratified by the Common Council:

1. COVID-19 Emergency Proclamation No. 2: Proclamation Exempting Certain City of Mequon Employees from the Families First Coronavirus Response Act ("Proclamation No. 2").

2. COVID-19 Emergency Proclamation No. 3: Proclamation Providing For Electronic Meetings ("Proclamation No. 3").

3. COVID-19 Emergency Proclamation No. 4: Curbside Services; Special Event Banner Fees ("Proclamation No. 4").

4. COVID-19 Emergency Proclamation No. 5: Reopening of Mequon ("Proclamation No. 5").

D. Proclamation No. 2 and Proclamation No. 3 were subsequently amended by the Common Council. Proclamation No. 5 expired by its terms.

E. Pursuant to the terms of Proclamation No. 1, the declared Public Health Emergency was set to expire on September 15, 2020 but was extended by the Common Council through Resolution 3762 to March 15, 2021. On March 9, 2021, the declared Public Health Emergency was again extended by the Common Council through Resolution 3814 to September 15, 2021.

F. The basis for the declared Public Health Emergency no longer exists. COVID-19

does not continue to pose "a high probability of widespread exposure" and does not continue to "create[…] a significant risk of substantial future harm to a large number of people," as described in Wisconsin Statutes Section 323.02(16). Specifically, safe and effective vaccines have been developed that substantially reduce the risk of substantial harm. Those vaccines first became available in March, and all residents age 16 and older have been eligible to receive the vaccines since April 5, 2021.

G. As of May 4, 2021, 51.92% of Ozaukee County residents have received at least one dose of the vaccines, and 39.91% of Ozaukee County residents are fully vaccinated. Approximately 20% of Ozaukee County residents are younger than 16, meaning that roughly 70% of eligible residents have received one dose, and roughly 58% of eligible residents are fully vaccinated. More people have been vaccinated since that date. Moreover, approximately 10% of Ozaukee County residents have been affirmatively diagnosed with COVID-19, and based on testimony from medical experts, a substantial number of residents were infected by COVID-19 but were never tested.

H. All at-risk residents have had a substantial opportunity to be vaccinated.

I. The Common Council believes it was appropriate to declare and maintain the Public Health Emergency. Similarly, the Common Council believes it is appropriate to terminate the Public Health Emergency now that it will no longer provide substantial benefits to the public.

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

1. The period of the Public Health Emergency is terminated.

2. All eligible residents who have not been immunized are urged to get vaccinated.

3. The Common Council terminates all space usage and mask requirements in the City's public buildings; nevertheless, all people who prefer to be wear a mask in public buildings are encouraged to do so.

4. The City supports the right of private businesses, institutions and property owners to require masks, social distancing and other preventative measures in their spaces.

5. Businesses are urged to continue providing curbside and carryout services.

6. Until otherwise determined by the Common Council, the City will continue with hybrid Common Council and Planning Commission meetings and virtual meetings of its various boards, commissions and committees.

_____

Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

City of Mequon

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

www.ci.mequon.wi.us **Office of Engineering**

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **May 11, 2021**
SUBJECT: **RESOLUTION 3841 A Resolution Authorizing an Agreement with the Wisconsin Department of Transportation to Purchase a Temporary Limited Easement at Katherine Kearney Carpenter Park for the I-43 North South Freeway Project**

Background

The Wisconsin Department of Transportation (WisDOT) is requesting a temporary limited easement (TLE) on City-owned property (Katherine Kearney Carpenter Park). The TLE includes 0.142 acres of impact, near the west parking lot, including one of the driveways. If the City authorizes the TLE, it must execute an Agreement for Purchase, which includes compensation of $600.

Analysis

The purpose of the TLE will be to connect in the temporary diversion channel while a new box culvert is being constructed, grade the new channel to match back into the existing, and put in riprap along the banks to stabilize them after the grading is complete.

As indicated, the impact will be temporary and only required during construction. Upon completion, the property will be restored and there are no long-term legal impacts due to the easement nor any requirement for property acquisition.

Fiscal Impact

WisDOT hired Corre to complete an appraisal of the property and calculate the value of the impact of the TLE. Based upon that analysis, WisDOT is offering $600 in compensation for the TLE.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution authorizing an agreement with the Wisconsin Department of Transportation to purchase for a temporary limited easement at Katherine Kearney Carpenter Park for the I-43 North South Freeway Project.

Attachments:
WisDOT TLE (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3841

A Resolution Authorizing an Agreement with the Wisconsin Department of Transportation to Purchase a Temporary Limited Easement at Katherine Kearney Carpenter Park for the I-43 North South Freeway Project

RECITALS

A. WisDOT has requested a temporary limited easement on City of Mequon property (Katherine Kearney Carpenter Park) for the purpose of connecting the temporary diversion channel while a new box culvert is being constructed, grade the new channel to match back into the existing, and put in riprap along the banks to stabilize them after the grading is complete.

B. The temporary limited term easement encompasses 0.142 acres near the west parking lot, including the driveway.

C. The temporary limited term easement expires at the completion of the construction project.

D. Authorization requires the City to execute an Agreement for Purchase, in exchange for $600 compensation.

E. The Public Works Committee recommended approval of the SMA and amendment to the IGA 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 Agreement for Purchase for Project I.D.: 1229-04-23 is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The $600 compensation shall be deposited into Capital Project Account #10009 to be applied to the Highland Road Interchange local share expenses.

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

_____

Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

WisDOT Division of Transportation
System Development
Southeast Region
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5888
Email: ser.dtsd@dot.wi.gov

April 27, 2021

CERTIFIED MAIL
7017 3040 0000 0632 1893

CITY OF MEQUON
11333 N. CEDARBURG ROAD
MEQUON, WI 53092

RECEIVED
APR 29 2021
ENGINEERING DEPARTMENT
CITY OF MEQUON

Reference: Initiation of Negotiations-AS
Project ID: 1229-04-23, Parcel No. 10
I-43 NORTH SOUTH FREEWAY
IH - 043, Ozaukee County

Dear CITY OF MEQUON:

As you may know, the Wisconsin Department of Transportation (WisDOT) is planning a highway safety project in your area. This project will affect your property and I look forward to working with you to answer your questions.

In compliance with Wisconsin statutes and federal regulations, I am writing to initiate negotiations to acquire property and/or property interests needed for the above highway project.

To explain the process, I ask you to review the following documents:

- Legal description of the land and/or interest(s) needed for the project
- Names of neighboring landowners affected by the project
- Appraisal Guidelines and Agreement
- Appraisal Report
- Agreement for Purchase and Sale of Real Estate
- "The Rights of Landowners Under Wisconsin Eminent Domain Law" pamphlet

Based on the fair market value of your affected interests, the Wisconsin Department of Transportation has determined compensation to be: $600.00.

Allocation	Description	Size	Unit	Per Unit	Value ($)
Temporary Limited Easement (TLE)		0.142	Acres	$3,549.30	$504.00
Appraiser Rounding					$96.00
			Total Allocation		$600.00

Return the Agreement for Purchase in the enclosed envelope for final review and approval. Once WisDOT is satisfied that the negotiations are complete, we will send you a fully executed (signed) copy of the agreement and I will contact you to arrange for payment and closing. Please note that your signature alone on the Agreement for Purchase and Sale of Real Estate is not sufficient to result in an enforceable contract for the purchase of the needed property.

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

If you are not satisfied with the compensation offered for your property, you have 60 days and no later than June 29, 2021 to obtain a second appraisal from a qualified appraiser of your choice. Please see the enclosed Appraisal Guidelines and Agreement document for requirements for reimbursement of another appraisal. If your appraisal report is submitted to my office after the 60-day statutory date, the department may consider it for negotiation purposes, but it will not be eligible for reimbursement.

I want you to be satisfied that the Wisconsin Department of Transportation treated you fairly, we answered your questions, addressed your concerns, and fully considered your property and property interests. I am happy to provide any additional information requested, if available, or discuss any additional concerns. Please contact me at 262-548-6457 or email me at dean.veling@dot.wi.gov .

Thank you for your part in contributing to safer Wisconsin roadways.

Sincerely,

Dean Veling
Real Estate Specialist

Enclosures

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
RE1895 10/2018

THIS AGREEMENT made and entered into by and between City of Mequon, hereinafter called Seller, and the Wisconsin Department of Transportation. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and the Wisconsin Department of Transportation agree that the Wisconsin Department of Transportation is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to the Wisconsin Department of Transportation that Seller has no notice or knowledge of any of the following:

1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property, other than the planned transportation facility for which the Wisconsin Department of Transportation is purchasing this property;

2) Government agency or court order requiring repair, alteration, or correction of any existing condition;

3) Shoreland or special land use regulations affecting the property; and,

4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and the Wisconsin Department of Transportation agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Ozaukee County, Wisconsin:

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of Six Hundred and 0/100 Dollars, ($600.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and none, provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to the Wisconsin Department of Transportation on the date of closing.

Physical occupancy of property shall be given to the Wisconsin Department of Transportation on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between the Wisconsin Department of Transportation and Seller.

SPECIAL CONDITIONS: None noted.

This agreement is binding upon acceptance by the Wisconsin Department of Transportation as evidenced by the signature of an authorized representative of the Wisconsin Department of Transportation. If this agreement is not accepted by the Wisconsin Department of Transportation within 30 days after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of TBD on or before TBD or at such other time and place as may be agreed to in writing by the Seller and the Wisconsin Department of Transportation.

No representations other than those expressed here, either oral or written, are part of this sale.

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

Seller and the Wisconsin Department of Transportation agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

Seller Signature / Title — Date

City of Mequon
Print Name

Seller Signature — Date

Print Name

Seller Signature — Date

Print Name

Seller Signature — Date

Print Name

The above agreement is accepted.

Signature — Date

Print Name

Title

Must be signed by administrator or an authorized representative of the Wisconsin Department of Transportation.

Project ID
1229-04-23

Parcel No.
10

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

LEGAL DESCRIPTION

Temporary Limited Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Mequon, Ozaukee County, State of Wisconsin, described as:

Being that part of the Northwest 1/4 of the Southwest 1/4 of Section 32, Town 9 North, Range 22 East, described as follows:

Commencing at the Northwest corner of said Southwest 1/4 of said Section 32; thence South 89°23′06″ East along the north line of said Southwest 1/4 of Section 32, 618.67 feet; thence South 02°17′56″ West along the east line of I-43, 505.91 feet to the point of beginning; thence South 87°42′04″ East, 35.00 feet; thence South 02°17′56″ West, 84.84 feet; thence North 87°42′04″ West, 35.00 feet to said east line; thence North 02°17′56″ East along said east line, 84.84 feet to the point of beginning.

This portion contains **0.068 acres**, more or less

Also, commencing at the Northwest corner of said Southwest 1/4 of Section 32; thence South 89°23′06″ East along the north line of said Southwest 1/4 of Section 32, 618.67 feet; thence South 02°17′56″ West along the east line of I-43, 733.83 feet to the point of beginning; South 87°42′04″ East, 15.00 feet; thence South 02°17′56″ West, 183.69 feet; thence South 11°48′12″ West, 64.27 feet to the said east line; thence North 01°25′29″ West along said east line, 67.55 feet; thence North 02°17′56″ East along said east line, 179.67 feet to the point of beginning.

This portion contains **0.074 acres,** more or less.

Said parcel contains **0.142 acres**, more or less

The above temporary limited easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

Color Key to Real Estate Interests

Fee (Fee Simple) – Pink

Fee simple is a term that refers to real estate or land ownership. The owner of the property has full and irrevocable ownership of the land and any improvements on that land. Fee simple is the highest form of property ownership.

PLE (Permanent Limited Easement) – Green

Permanent Limited Easement (PLE) is a right for construction and maintenance purposes, as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable. But without prejudice to the owner's right to make or construct improvement on said lands or to flatten the slopes, providing said activities with not impair or otherwise adversely affect the highway facilities. A PLE is a permanent acquisition for a specific purpose. It is typically used for construction outside the normal right-of-way that does not seriously impair the property owner's use but does require occasional access for maintenance purposes.

TLE (Temporary Limited Easement) – Blue

Temporary Limited Easement (TLE) is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable. All TLE's are to expire at the completion of the construction project for which this instrument is given.

PL (Property Line) - Orange

Property Line (PL) the boundary line between two pieces of property.

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW REFERENCE LINE
NEW R/W LINE
EXISTING R/W LINE
PROPERTY LINE (P.L.)
LOT, TIE, AND OTHER MINOR LINES
SLOPE INTERCEPT
CORPORATE LIMITS
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC) (W (TYPE))
FEE ACQUISITION AREA (HATCHING VARIES BY OWNER)
TEMP. LIMITED EASEMENT AREA
EASEMENT AREA (HIGHWAY, PERMANENT LIMITED, OR RESTRICTED DEVELOPMENT)
TRANSMISSION STRUCTURES
BUILDING
BUILDING (TO BE REMOVED)
BRIDGE

PARCEL NUMBER 25
UTILITY NUMBER 40
SECTION CORNER
NOTATION FOR COMBUSTIBLE FLUIDS (CAUTION)
NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES (CAUTION)

R/W MONUMENT
NON-MONUMENTED R/W POINT
FOUND IRON PIN IP
VALVE (GAS, WATER, ETC.) (TYPE)
SIGN (SIGN)
OFF-PREMISE SIGN (#1-25) (SIGN)

ACCESS CONTROLLED BY ACQUISITION
NO ACCESS (BY STATUTORY AUTHORITY)
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
NO ACCESS (NEW HIGHWAY)
NATIONAL GEODETIC SURVEY MONUMENT
SIXTEENTH CORNER MONUMENT
PARALLEL OFFSETS

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS
ELECTRIC TOWER	

	NON-COMPENSABLE	COMPENSABLE
POWER POLE		
TELEPHONE POLE		
TELEPHONE PEDESTAL		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ /DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	OUTLOT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS	(100')
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CONC	POINT OF CURVATURE	PC
COUNTY	CO	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DIST	REMAINING	REM
CORNER	COR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEPV
GRID NORTH	GN	SQUARE FEET	SF
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY	NGS	UNITED STATES HIGHWAY	USH
NUMBER	NO	VOLUME	V

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, OZAUKEE COUNTY ZONE, NAD-83 (2007) ADJUSTMENT (IN US SURVEY FEET). COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS PLAT.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4"X24" REBAR) AND WILL BE PLACED PRIOR TO COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD".

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN WAUKESHA.

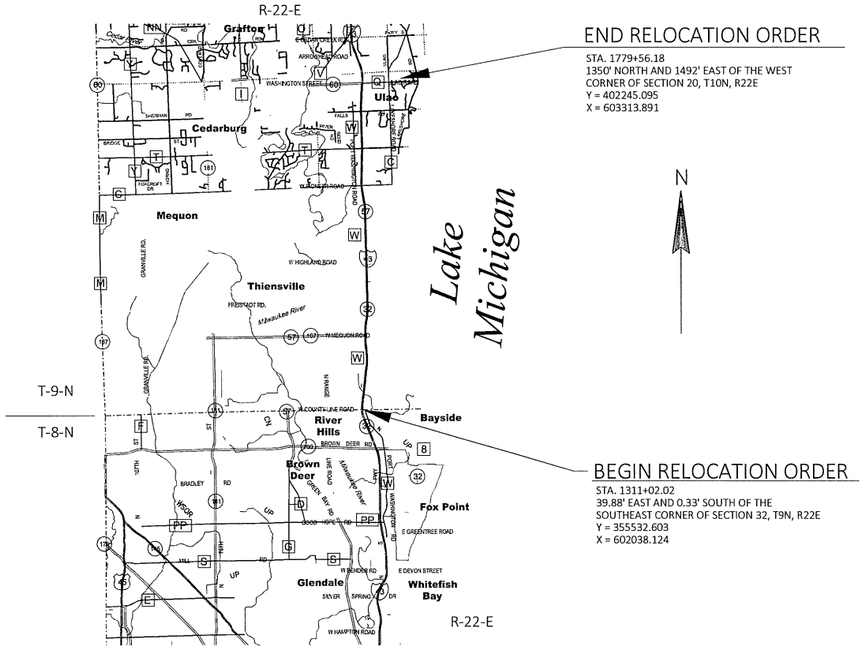
INFORMATION FOR BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON DETAIL SHEETS.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES. AS DEFINED HEREIN. INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON. THE RIGHT OF INGRESS AND EGRESS. AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLES) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES. AS DEFINED HEREIN. INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. BUT WITHOUT PREJUDICE TO THE OWNER ' S RIGHTS TO MAKE DR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES. PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED. INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.



END RELOCATION ORDER
STA. 1779+56.18
1350' NORTH AND 1492' EAST OF THE WEST CORNER OF SECTION 20, T10N, R22E
Y = 402245.095
X = 603313.891

BEGIN RELOCATION ORDER
STA. 1311+02.02
39.88' EAST AND 0.33' SOUTH OF THE SOUTHEAST CORNER OF SECTION 32, T9N, R22E
Y = 355532.603
X = 602038.124

LAYOUT

SCALE 0 2.0 MI.

TOTAL NET LENGTH OF CENTERLINE - 9.122 MI.

R/W PROJECT NUMBER 1229-04-23	SHEET NUMBER	TOTAL SHEETS
	4.01	--

PLAT OF RIGHT OF WAY REQUIRED FOR
IH-43 NORTH - SOUTH FREEWAY

W. COUNTY LINE RD.- HIGHWAY 60

IH-43 OZAUKEE COUNTY

CONSTRUCTION PROJECT NUMBER
1229-04-71 1229-04-74 1229-04-76

kapur all in
7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
414.751.7200
kapurinc.com

ORIGINAL PLANS PREPARED BY

WISCONSIN BRIAN M. DODGE S-2848 WAUKESHA, WI LAND SURVEYOR

8/17/2020 (Date)

Brian M. Dodge
BRIAN M. DODGE
KAPUR & ASSOCIATES
P.L.S. NUMBER 2848

REVISION DATE
01/21/2021
03/05/2021

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED FOR THE DEPARTMENT
DATE: 09/08/20

Robert D Duffke
(Signature)

FILE NAME : S:\DOT\DOT_SE\200113_I43_NORTH_SOUTH_RE_EVALUATION\SURVEY\RW_PLATS\1229-04-23_(OZAUKEE)\RW_PLAT-1229-04-23_TITLE.DWG PLOT DATE : 3/3/2021 3:00 PM PLOT BY : RAISA KHAYTINA PLOT NAME :
LAYOUT NAME - RW_PLAT-1229-04-23_TITLE - TITLE 4.01

I-43 1229-04-23

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

* DENOTES AREAS COMPUTED

PARCEL NUMBER	SHEET NUMBER	*OWNER	INTEREST REQUIRED	R/W ACRE(S) REQUIRED (ACRES) NEW	EXISTING	TOTAL	HE	TLE AREA	PLE AREA	PARCEL NUMBER
1	4.07	JAMES A VITUCCI	FEE, TLE	0.010		0.010		0.020		1
2	4.07	CHRISTOPHER J DUNLOP	TLE					0.008		2
3	4.07	MICHAEL T. TROTNOW	TLE					0.012		3
4	4.09	GEORGE E LEDERER	FEE,	0.028		0.028				4
5	4.09	THEODORE A CLAUSING	FEE	0.080		0.080				5
6	4.09	AMIR YAVOR	FEE, TLE	0.035		0.035		0.010		6
7	4.09	TEISUTIS MIKALAUSKAS & ALINA MIKALUSKIENE	FEE	0.047		0.047				7
8	4.09	SCOTT A. NEHRING	FEE	0.117		0.117				8
9	4.09	JLT INVESTMENS LLC	FEE, TLE	0.067		0.067		0.071		9
10(3)	4.09	CITY OF MEQUON	TLE					0.142		10
11	4.12	JESSICA DICKSON	FEE	0.059		0.059				11
12	4.26	EAST MEQUON IVA LLC	FEE, TLE	0.015		0.015		0.120		12
13	4.26	MAJOR PHARMACEUTICALS, LLC	FEE, TLE	0.034		0.034		0.069		13
14	4.26	EAST MEQUON III LLC	FEE, TLE	0.024		0.024		0.066		14
15(3)	4.27 - 4.29	MEQUON WI SENIOR PROPERTY, LLC	FEE, TLE	2.265		2.265		0.234		15
16	4.29	G-H PARTNERSHIP	FEE, TLE	0.156		0.156		0.037		16
17	4.29, 4.31	MISSING LINKS 1 LLC & MISSING LINKS 2 LLC	FEE, PLE	0.015		0.015			0.021	17
18(2)	4.28, 4.31, 4.33,4.35, 4.40	UNION PACIFIC RAILROAD CO.	HE, TLE				1.431	0.457		18
19(2)	4.30	CONCORDIA UNIVERSITY WISCONSIN FOUNDATION INC	FEE, TLE	0.502	0.159	0.661		0.043		19
20(2)	4.30, 4.31	CONCORDIA UNIVERSITY WISCONSIN INC	FEE, PLE, TLE	0.143		0.143		0.072	0.030	20
21	4.32	LEDERER LIVING, SOLE TRUST ET AL	FEE, PLE	0.041		0.041			0.018	21
22	4.33	JAMES H HOFFMAN	FEE	0.363		0.363				22
23	4.08	CITY OF MEQUON	TLE					0.056		23
24	4.33	RAYMOND J CLAUSING MARY B CLAUSING	FEE	0.129		0.129				24
25	4.33	AUDREY L KRAMSKY JOELY ANN STRASESKI	FEE	0.201		0.201				25
26	4.34	CHRIST CHURCH LUTHERAN CHURCH IN AMERICA	FEE	0.180		0.180				26
27(2)	4.37	ALOYS W HOSPEL	FEE	0.446		0.446				27
28(2)	4.37	Alloys W. Hospel and Rita M Hospel, Husband and Wife	FEE	0.521		0.521				28
29(3)	4.37 - 4.39	MARK B MALETZKE	FEE	2.443		2.443				29
30	4.40	SUZANNE HUPY HERBERT C SPENNER, et al	FEE	0.272	0.350	0.622				30
31	4.40	RAPHAEL L BRUNETTE RAYMOND A BRUNETTE	FEE	0.278		0.278				31
32(3)	4.40, 4.41	OZAUKEE COUNTY	FEE, TLE	0.458		0.458		0.105		32
33	4.41, 4.42	RMMI LLC	FEE	1.507		1.507				33
34	4.39	WALIA INVESTMENTS INC	FEE, TLE	0.003		0.003		0.012		34
35	4.39, 4.41	PIONEER PARTNERSHIP	FEE, TLE	0.132		0.132		0.028		35
36	4.41, 4.42	MARKO J MUSICH JANE HAMILTON	FEE, TLE	0.641		0.641		0.184		36
37	4.44	NEAL MACIEJEWSKI	FEE	0.020		0.020				37
38	4.45	OZAUKEE CONGREGATIONAL CHURCH INC	FEE	0.013		0.013				38
39	4.45, 4.46	RONALD R YOKES AND ETHEL T YOKES	TLE					0.130		39
40(2)	4.44	LAKEFIELD HOLDINGS LLC	PLE						0.014	40
41(2)	4.45, 4.46	GERALDINE E YENCH REVOCABLE TRUST AND DARICE YENCH	FEE, TLE	0.237		0.237		0.126		41
42	4.46	GREGORY M WEGNER	TLE					0.032		42
43	4.46	GREGORY M WEGNER AND HEIDI A WEGNER	TLE					0.037		43
44	4.46	ROLLAND E ROEBUCK	TLE					0.049		44
45(3)	4.46	JAMES M OHM	FEE	0.119		0.119				45
46	4.47, 4.48	HEP LLC	FEE	0.956		0.956				46
47	4.48, 4.49	CORNERSTONE CHURCH OF OZAUKEE COUNTY INC	FEE	0.226		0.226				47
48(2)	4.47, 4.48	KEVIN KOLES AND ANN KOLES	FEE, TLE	0.999		0.999		0.215		48
49	4.49, 4.50	EDWARD R KINSFOGEL & LOIS A KINSFOGEL REVOCABLE TRUST	FEE, TLE	0.245	0.024	0.269		0.094		49
50(3)	4.50	SCHNEIDER CO LLC, THE	FEE, TLE	0.037		0.037		0.055		50
51(3)	4.51	MEIJER STORES LIMITED PARTNERSHIP	FEE, TLE	0.154		0.154		0.172		51
52	4.52	RYAN COMPANIES, US, INC ET AL	FEE, TLE	0.025		0.025		0.034		52
53	4.52	HOME DEPOT U.S.A. INC	FEE	0.144		0.144				53
54(3)	4.52	DAYTON HUDSON CORP	FEE	0.314		0.314				54
55(3)	4.50	GRAIG J CASSEL AND JOHN G CASSEL	FEE, TLE	0.246		0.246		0.036		55

PARCEL NUMBER	SHEET NUMBER	*OWNER	INTEREST REQUIRED	R/W ACRE(S) REQUIRED (ACRES) NEW	EXISTING	TOTAL	HE	TLE AREA	PLE AREA	PARCEL NUMBER
56	4.51	GRAFTON STORE LLC	TLE					0.007		56
57	4.53	GRAFTON HOTEL ASSOCIATES LLC	FEE, TLE	0.167		0.167		0.029		57
58	4.53	WSB-GRAFTON REAL ESTATE LLC	FEE	0.067		0.067				58
59	4.51	GATEWAY DRIVE HOTEL ASSOCIATES LLC	TLE					0.063		59
60	4.51	GRAFTON 43-60 LLC	TLE					0.006		60
61	4.12	FRANCISCO N CRUZ &AND KRISTIN DE CRUZ	TLE					0.035		61
62	4.08	REBECCA L. KANE	TLE					0.012		62
63	4.10	CHARLES BURTON JR WILLIE E BURTON	TLE					0.019		63
64	4.10	SUSAN R. GLESEN	TLE					0.027		64
65	4.25, 4.26	EAST MEQUON IVB LLC	TLE					0.089		65
66	4.11	SOBELMANS	FEE, TLE	0.038	0.104	0.142		0.010		66
67	4.13	FERRANTE, INC.	TLE					0.010		67
68	4.12	MARY H JOHNSON LIVING TRUST, EDWARD B JOHNSON	FEE, TLE	0.013		0.013		0.116		68
69	4.12	MARY FORTSON	FEE	0.008		0.008				69
70	4.12	CHRISTIAN G GIESEN	TLE					0.022		70
71(2)	4.14	STERN REAL ESTATE, LLC	FEE, TLE	0.018		0.018		0.359		71
72	4.35	ORERNDORFER LANDSCAPE DEVELOPMENT, LLC	TLE					0.076		72
73	4.35	JAWA, LLC	TLE					0.074		73
74(2)	4.16, 4.17	CENTRO BRADLEY SPE 1 LLC	FEE, TLE	0.447		0.447		0.030		74
75(2)	4.17	J HORTON FOODS LLC	FEE, TLE	0.040		0.040		0.089		75
76(2)	4.20	HEMAOM, LLC	FEE, PLE, TLE	0.019		0.019		0.050	0.018	76
77(2)	4.20	MRED II, INC.	TLE					0.023		77
78(2)	4.23	STORE MASTER FUNDING XVII, LLC	TLE					0.071		78
79(2)	4.24	GLEN OAKS OFFICE PARK, LLC	TLE					0.104		79
80(2)	4.25	VB 765 LLC	TLE					0.018		80
81(2)	4.16, 4.18	SIDNEY KOHL, ET AL	FEE, TLE	0.948		0.948		0.100		81
82(2)	4.18	TSANG	TLE					0.035		82
83(2)	4.21	STATE OF WISCONSIN	FEE	0.044		0.044				83
84(2)	4.21,4.22	CENTRO BRADLEY SPE 1 LLC	FEE	0.702		0.702				84
85(2)	4.26	OZAUKEE DEVELOPMENT CORPORATION	TLE					0.077		85
86(3)	4.37, 4.38, 4.40	MARK B MALETZKE	FEE	2.886		2.886				86
87(3)	4.46	JAMES M OHM	FEE	0.099		0.099				87
88(3)	4.50	OZAUKEE COUNTY	FEE	0.182		0.182				88

PARCEL NUMBER	SHEET NUMBER	*OWNER	INTEREST REQUIRED
500(3)	4.09, 4.10, 4.12, 4.16, 4.17, 4.20, 4.26, 4.27, 4.29, 4.30, 4.39, 4.41, 4.50 - 4.53	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS
504(2)	4.09, 4.10, 4.12, 4.16-4.18, 4.20, 4.26, 4.27, 4.28, 4.29, 4.30 4.40, 4.47, 4.48 -4.53	AT&T Wisconsin	RELEASE OF RIGHTS
507(2)	4.20, 4.29, 4.50 - 4.52	CHARTER	RELEASE OF RIGHTS
508	4.40	VERIZON	RELEASE OF RIGHTS
512	4.40, 4.41	US CELLULAR	RELEASE OF RIGHTS
531(2)	4.09, 4.10, 4.17, 4.20, 4.23, 4.24	MEQUON, CITY OF - SEWER	RELEASE OF RIGHTS
541(2)		ELIMINATED	
551(2)	4.51	GRAFTON, VILLAGE OF - SANITARY	RELEASE OF RIGHTS
552(2)	4.51	GRAFTON, VILLAGE OF - WATER	RELEASE OF RIGHTS

4

4

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

REVISION DATE 01/21/2021 03/05/2021	DATE: AUGUST 17, 2020	SCALE, FEET 0	HWY: IH - 43	STATE R/W PROJECT NUMBER 1229-04-23	PLAT SHEET 4.02
	GRID FACTOR		COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 1229-04-70 1229-04-74 1229-04-76	PS&E SHEET E

FILE NAME : RW_PLAT-1229-04-23_LANDSCH_LAYOUT.DWG
LAYOUT NAME - 4.02

PLOT DATE : 3/3/2021 3:00 PM PLOT BY : RAISA KHAYTINA PLOT NAME :

WISDOT

4

MATCHLINE SEE SHEET 4.08 STA. 1324+39.97

MATCHLINE SEE SHEET 4.10 STA. 1337+79.23

BLOCK 2 | 11 | PRW3008 | PRW3007 | 4 LEDERER | NE-SE | N00°31'15"E 403.39' | S89°21'59"E 73.75' | 50' | N65°04'35"W 89.98' | 59' | 33.31' | 60.00'

DOC. NO. 95358 LINE OF POLES UTILITY EASEMENT TO WI GAS AND ELEC. CO. AND CHICAGO, MILWAUKEE AND LAKE SUPERIOR TELEGRAPH CO., NO WIDTH GIVEN. SEPT. 3, 1927.

W. FIESTA LANE

ASSESSOR'S PLAT NO. 2 | BLOCK 1 | PRW3009 | PRW3012 | PRW3011 | PRW3010 | 3 | 5 CLAUSING | N89°28'45"W 20.00' | 142.35' | 203.00' | 10' | 32.38' | 30' | 1.5 | 4.23' | 63.45' | 77.93' | N89°21'59"W | N1°30'51"E 74.01' | 63' | 69'

DOC. NO. 95358 LINE OF POLES UTILITY EASEMENT TO WI GAS AND ELEC. CO. AND CHICAGO, MILWAUKEE AND LAKE SUPERIOR TELEGRAPH CO., NO WIDTH GIVEN. SEPT. 3, 1927.

DOC. NO. 143846 10' WIDE UTILITY EASEMENT TO WI TELEPHONE CO. & WEPCO. SEPT. 1,1950.

2 | 6 YAVOR | PRW3343 | PRW3013 | TLE3341 | TLE3342 | TLE3340 | TLE3339 | 28.26' | 25' | 73' | 10' | 60.29' | 52.59' | TLE FOR SLOPES | 504

7 MIKALAUSKIENE | 1 | PRW3015 | PRW3014 | L6 | 15' | 73' | 101.45' | 154.01' | N89°21'59"W | N89°16'06"W

BROOKDALE ESTATES ADDITION NO. 1 | DOC. NO. 164292 10' WIDE WEPCO EASEMENT MARCH 3, 1956 | 8 NEHRING | 500 | BLOCK 5 | 8 | PRW3016 | PRW3017 | N00°43'10"E 30.00' | N89°16'50"W | 30' | 15' | 214.53' | N09°26'24"W 88.43' | 18.01' | 21.60' S34°20'26"E | 90.19' | 69'

N00°31'15"E 2654.31' S/L

N. PORT WASHINGTON ROAD

CONC. MON. W/ SEWRPC BRASS CAP Y = 356187.13 X = 602022.37

T 09 N R 22 E | 31 | 32

DOC. NO. 95358 LINE OF POLES UTILITY EASEMENT TO WI GAS AND ELEC. CO. AND CHICAGO, MILWAUKEE AND LAKE SUPERIOR TELEGRAPH CO., NO WIDTH GIVEN. SEPT. 3, 1927.

NW-SW

500 WE ENERGIES - ELECTRIC
PARCEL 5 - DOC. NO. 143846
PARCEL 6 - DOC. NO. 143846
PARCEL 7 - DOC. NO. 95358
PARCEL 8 - DOC. NO. 164292
PARCEL 9 - NO RECORD OF EASEMENT

504 AT&T WISCONSIN
PARCEL 5 - DOC. NO. 143846
PARCEL 6 - DOC. NO. 143846

531 CITY OF MEQUON - SEWER
PARCEL 9 - DOC. NO. 299566

195.32'

1325 | N08°58'17"E | 1330 | PI: 1330+65.0

TLE FOR SLOPES | PRW3019 | PRW3021 | 84.52' | N00°31'15"E 98.98' | 1.06 | 221.68' | 4.99' | TLE3178 | 6.50' | TLE3179 | N00°50'30"E | 1.07 | TLE3177 | PRW3020 | 10' | 20' | 38.05' | 34.66' | N16°14'54"W 210.78' | 10.96' | TLE3176 | S82°05'11"E 75.00' | PRW3018 | IP

ACCESS CONTROL PER PROJECT T01-3(21)

DOC 449807 EASEMENT AGREEMENT - DRIVEWAY SEP. 13, 1991

9 JLT INVESTMENTS, LLC

IP | 1/4 LINE | 378.39' | N89°23'06"W 2649.60' S/L

R/L EXISTING IH - 43 | N07°51'28"E | 1335

POINT	STATION	OFFSET
PRW3007	1328+01.62	-311.86
PRW3008	1328+23.88	-389.72
TLE3180	1328+40.25	342.19
PRW3009	1328+72.73	-401.21
TLE3181	1329+04.45	345.36
PRW3010	1329+06.36	-337.53
PRW3012	1330+44.22	-378.23
PRW3011	1330+47.16	-358.45
TLE3183	1330+78.54	309.54
TLE3182	1330+80.59	324.38
PRW3343	1330+83.69	-382.70
PRW3013	1330+86.24	-362.86
TLE3341	1331+51.46	-386.38
TLE3342	1331+53.37	-371.50
TLE3340	1331+79.48	-389.99
TLE3339	1331+81.40	-375.11

POINT	STATION	OFFSET
TLE3022	1332+21.54	295.59
TLE3023	1332+24.93	330.43
PRW3015	1332+92.72	-394.49
PRW3014	1332+93.35	-389.53
TLE3025	1333+05.98	287.37
TLE3024	1333+09.38	322.21
PRW3018	1333+51.06	-194.49
TLE3176	1335+11.82	-266.42
PRW3019	1335+43.46	-280.58
PRW3016	1336+06.11	-434.84
PRW3021	1336+24.55	-301.10
PRW3020	1336+25.83	-291.18
PRW3017	1336+90.54	-461.13
TLE3178	1337+23.35	-308.79
TLE3179	1337+29.80	-309.62
TLE3177	1337+31.69	-294.73

LINE TABLE		
LINE #	LENGTH	DIRECTION
L6	5.00'	N89°28'45"W
L106	10.00'	S89°28'45"E
L107	15.01'	S89°23'06"E

409.04'

N. PORT WASHINGTON ROAD

NW-SW

CITY OF MEQUON

N. KATHERINE DRIVE

ACCESS CONTROL PER PROJECT T01-3(21)

TLE3180 | 346.03' | N01°25'29"W | 179.67' | 15.00' | L121 | 15' | TLE3181 | TLE FOR SLOPES 0.074 Acres

10 CITY OF MEQUON

TLE3183 | TLE3182 | 143.07' | TLE3022 | TLE3023 | 84.84' | 35' | TLE3025 | TLE3024 | TLE FOR DRIVEWAY 0.068 Acres

DOC. NO. 206335 70' WIDE LIMITED HIGHWAY EASEMENT TO CONSTRUCT AND MAINTAIN A CHANNEL CHANGE TO OZAUKEE COUNTY, AUG. 11, 1965

SLOPE INTERCEPT

N02°17'56"E 40.02' | 465.90' | N02°17'56"E | 2271.21' | N89°23'06"W | 40' | 1/4 LINE

W. ZEDLER LANE

RR SPIKE IN HANDHOLE Y = 358195.70 X = 609671.81

T 09 N R 22 E | 32

ROAD NAME	BASIS OF EXISTING R/W AND ACCESS	YEAR	WIDTH
IH-43	T01-3(21)	1964	VARIES
FIESTA LANE	ASSESSOR'S PLAT NO. 2	1953	50'
ZEDLER LANE	BROOKDALE ESTATES ADD'N. NO 1	1955	60'

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MILWAUKEE & OZAUKEE COUNTY, NAD 83 (2007) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4"X24" REBAR) AND WILL BE PLACED PRIOR TO COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD".

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

IH-43 REFERENCE LINE IS CENTER OF MEDIAN.

FOR THE LATEST ACCESS / DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE OF WAUKESHA.

REVISION DATE 01/21/2021 03/05/2021	DATE: AUGUST 17, 2020	SCALE, FEET 0 50 100	HWY: IH - 43	STATE R/W PROJECT NUMBER 1229-04-23	PLAT SHEET 4.09
	GRID FACTOR		COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 1229-04-70 1229-04-74	PS&E SHEET E

FILE NAME : RW_PLAT-1229-04-23_DETAIL.DWG
LAYOUT NAME 4.09

PLOT DATE : 3/3/2021 3:24 PM | PLOT BY : RAISA KHAYTINA | PLOT NAME : ---- | PLOT SCALE : 1:100

Attachment: WisDOT TLE (RESOLUTION 3841 : WisDOT TLE for I-43)

City of Mequon

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

www.ci.mequon.wi.us **Office of Sewer Utility District Commission**

TO: **Common Council**
FROM: **Kevin Driscoll, Deputy Director of Utilities**
DATE: **April 23, 2021**
SUBJECT: **RESOLUTION 3842 A Resolution Approving a Policy Revision to the City of Mequon Inflow and Infiltration Reduction Program, and Authorizing Staff to Enter into a Funding Agreement with the Milwaukee Metropolitan Sewerage District**

Background

In 2019, the Sewer Utility District Commission approved a priority list for sanitary sewer lateral work also known as Private Property Inflow and Infiltration (PPII) reduction. Sources of inflow include rooftop downspouts or sump pumps directly connected to sanitary laterals, and infiltration comes from groundwater leaking into the pipes underground. This sanitary sewer lateral work, in addition to other sanitary rehabilitation projects, collectively helps to improve the reliability of the sanitary sewer system and limit overflows during wet weather, a non-compliant event.

This sewer lateral work is eligible for reimbursement from the Milwaukee Metropolitan Sewerage District (MMSD). MMSD collects funding from City of Mequon property owners which is eligible for the Sewer Utility to use through this reimbursement program. The MMSD policy established this funding based on annual allocations from 2010-2020. The balance is $2,168,892 and as outlined in the Statement of Policy, MMSD PPII Reduction Program, Mequon is required to complete the attached Statement of Intent and submit to the District no later than June 1, 2021. All funds not accounted for by this form by June 1, 2021, are considered to be surrendered. See Exhibit A for the February 2021 correspondence from MMSD.

This memo is intended to address two items:

- City Policy. Maximize participation by updating the City of Mequon policy consistent with eligible expenses that can be reimbursed by MMSD, based on its 2021-2030 policy.
- Funding Agreement. Enter into a Funding Agreement with MMSD to allocate funds for infiltration and inflow reduction projects that reduce wet weather impacts and avoid sanitary sewer overflow non-compliance.

Analysis

In 2015 the SUDC approved a PPII Pilot Program and in 2020 the policy was revised to add grouting in addition to cured-in-place pipe (CIPP) lining as rehabilitation methods. See Exhibit B for the City of Mequon Program Policy to Reduce Inflow and Infiltration from Private Property Sources. The proposed revisions are contained in Exhibit C and are summarized as follows:

1. *Inspections*. Encourage participation by including sump pump installations as an eligible expense. This is consistent with the MMSD policy to remove sources of inflow, which was not included in previous policies. A number of property owners have withdrawn or declined their volunteer participation in Mequon's program once recognizing sump pump installation is not an eligible expense under the City's policy. As a result, Clear Water Compliance Inspections were not completed.
2. *Performance Measures*. Add the percentage of participation as a performance measure.
3. *Rehabilitation Methods*. Clarify rehabilitation methods of lateral replacement to include open cut and pipe-bursting methods.
4. *Financial Incentive*. Factor in a material's life cycle when evaluating what cost is less. As deemed appropriate, a Professional Engineer may recommend lateral replacement by pipe-bursting with a 100-year life cycle in comparison to cured-in-place pipe (CIPP) lining with a 50-year life cycle, where the pipe-bursting unit price may cost marginally more than CIPP, depending on market conditions.

Fiscal Impact

In February 2021, the MMSD required municipalities to provide a statement of intent to commit PPII funds, rollover funds, transfer or surrender funds (Exhibit A). City staff proposes entering into a funding agreement with the MMSD in the amount of $1,190,000, based on the 2019 priority report and as described in the attached in the Statement of Intent (SOI) included as Exhibit D. In the future, staff will incorporate the SOI as part of the annual budget process. Approval of this item includes the following allocation:

- **Commit $600,000** for ME05: Implementation of ME04 in the Riverland Drive Lift Station "H" Area and Riverdale Park Lift Station "F" Area for 170 of 310 eligible parcels in Fall 2021-Spring 2022;
- **Commit $90,000** for ME06: Investigation of I/I in the Lac du Cours Lift Station "M" Area for 180 parcels (Basins ME4008) in 2021-2022;
- **Commit $500,000** for ME07: Investigation of I/I in the Ranch Road Lift Station "E" Area for 980 parcels (Basins ME4001, ME4002, ME4004) in 2021-2022;
- **Rollover $978,892** for future work including ME08: Implementation of the ME06 & ME07 in 2022-2023.

Recommendation

Staff recommends adopting the resolution approving a policy revision to the City of Mequon Inflow and Infiltration Reduction Program, and authorizing staff to enter into a funding agreement with the Milwaukee Metropolitan Sewerage District. Approval avoids surrendering funds and updates the City's policy to maximize participation and options for eligible reimbursement, as this work is important to maintaining a reliable sanitary sewer system and reducing sanitary sewer overflows during wet weather events.

Attachments:
Exhibit A - Feb 2021_PPII Fund Balance and SOI Req'd (PDF)
Exhibit B - 2021 City of Mequon PPII Program Policy_DRAFT REVISION (PDF)

Exhibit C - 2021-05-12_Transmittal of SOI to MMSD (DRAFT) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3842

A Resolution Approving a Policy Revision to the City of Mequon Inflow and Infiltration Reduction Program, and Authorizing Staff to Enter into a Funding Agreement with the Milwaukee Metropolitan Sewerage District

RECITALS

A. The Milwaukee Metropolitan Sewerage District (MMSD) has determined that it may perform or fund work on private property to reduce inflow and infiltration (I/I) and thereby reduce operating costs, capital program expenditures, and reduce the risks of overflows and basement backups, which is generally within the authority provided by Wis. Stat. § 200.35.

B. The City of Mequon has the ability to use Milwaukee Metropolitan Sewerage District (MMSD) Private Property Inflow and Infiltration reimbursement funding to complete eligible work for sanitary sewer laterals in the public right-of-way and on private property.

C. On October 22, 2019, the City of Mequon approved a resolution adopting a Study Report that prioritized areas to implement additional Private Property Inflow and Infiltration reduction projects as part of the 2011-2020 MMSD funding cycle.

D. On January 14, 2020, the City of Mequon approved Resolution 3687 revising its Program Policy to Reduce Inflow and Infiltration from Private Property Sources, and the project initiated in Spring 2020.

E. On February 2, 2021, the City's available balance for sewer lateral work was $2,168,892, and the 2021-2030 MMSD policy requires the City of Mequon to commit funds, rollover funds, transfer funds or surrender funds with a statement of intent each year. This resolution will:

1. Commit funds to work in the areas of Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" estimated in the amount of $600,000 for implementation in Fall 2021 through Spring 2022.

2. Commit funds for sewer lateral investigative work in the Ranch Road Lift Station "E" Area and Lac du Cours Lift Station "M" Area is estimated in the amount of $590,000 for cleaning and exams in Fall 2021 through Spring 2022.

3. Roll-over un-allocated funds in the amount of $978,896 by June 1, 2022 for sewer lateral work in municipal priority areas, including but not limited to, Ranch Road Lift Station "E" and the Lac du Cours Lift Station "M".

F. The City of Mequon Program Policy to Reduce Inflow and Infiltration from Private Property Sources is modified as shown in the attached document to update eligible expenses for maximizing participation.

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

1. The Program Policy for Inflow and Infiltration Reduction from Private Property Sources be revised to maximize participation by including MMSD reimbursable options as City eligible expenses.

2. The Sewer Utility may enter into a Funding Agreement in the amount of $1,190,000 with the Milwaukee Metropolitan Sewerage District to continue sewer lateral work under the 2021-2030 Policy and eligibility requirements in the areas of Riverdale Park Lift Station "F," Riverland Drive Lift Station "H," Ranch Road Lift Station "E," and Lac du Cours Lift Station "M" subjecct to appropriate approvals.

3. The Statement of Intent be transmitted to the Milwaukee Metropolitan Sewerage District prior to June 1, 2021, that includes a rollover of funds in the amount of $978,896 to be identified for allocation as part of the 2022 Sewer Utility Budget and transmitted to the MMSD by June 1, 2022.

_____

Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

Exhibit A

February 12, 2021

Mr. Kevin Driscoll P.E.
Deputy Director of Public Works
11333 N. Cedarburg Road
Mequon, WI, 530920000

Re: 2021 Private Property Infiltration and Inflow Program Funding, Municipality Statement of Intent

Mr. Driscoll,

As of February 1, Mequon has **$2168892** available in your Municipal Funding Allocation Account (Account). The approved 2021 MMSD budget assigned $ 0 to the Program for this year. Through the 2021 equalized value formula-based distribution of the District budget, Mequon is receiving $0 of new program funding and has a roll over from the previous year of $2168892 for a total of $2168892. As outlined in the Statement of Policy, MMSD PPII Reduction Program, your municipality is required to complete the attached Statement of Intent and submit to the District no later than **June 1, 2021**.

The attached Statement of Intent form outlines the options you now have for the funds currently in your Account under the revised Policy. The form outlines four options that you may assign your available funds to depending on your eligibility. All municipalities may choose to Commit or Rollover the funds. Municipalities that meet the criteria listed in the form and detailed in the Policy regarding wet weather system performance may also choose to Transfer or Decline the funds. You may distribute the balance to one or more of the choices if applicable to your municipality. Any funds not assigned by choice will fall into a fifth category, Surrendered.

All funds not accounted for by this form by June 1, 2021, are considered Surrendered. All Surrendered funds will be pooled for a Competitive Application Process that makes the funding available on a competitive basis to other municipalities for PPII work.

Please contact me regarding any questions you may have at 414.225.2161 or jflogel@mmsd.com.

Sincerely,

Jerome Flogel, P.E.
Senior Project Manager II

Enc: Statement of Intent, Statement of Policy, PPII Calendar, 2010-2020 Balance Sheet
Cc:

Attachment: Exhibit A - Feb 2021_PPII Fund Balance and SOI Req'd (RESOLUTION 3842 : Approving Policy Revision and Funding Agreement

Exhibit B

PROGRAM POLICY FOR PRIVATE PROPERTY INFLOW AND INFILTRATION REDUCTION

* * * * *

MEQUON, WISCONSIN

I. GENERAL

The City of Mequon has the ability to use Milwaukee Metropolitan Sewerage District (MMSD) Private Property Inflow and Infiltration reimbursement to complete eligible work on private property. By ordinance, the portion of the sanitary lateral in the public right of way (R.O.W.) is owned by the City of Mequon. The lateral rehabilitation program offered shall be voluntary and will include addressing problems in both public and private portions of the sanitary laterals.

II. PROCEDURES

1. Televising and Inspection

The City will offer lateral televising to all properties in the pre-determined area. This portion of the program will be offered as a larger neighborhood information program regarding televising, findings and suggested rehabilitiation. The cost of the televising will be reimbursed by MMSD's PPI/I reimbursement fund.

The City will review the televising reports and develop individual rehabilitation methods to fix each specific lateral. Rehabilitation methods include, but are not limited to: lateral lining, grouting and lateral replacement with open cut relay or pipe-bursting methods. Based on the findings, the property owners will have the option to participate in the lateral rehabilitation portion of the program. A lateral condition report will be filed in the property file.

The property owner, by accepting the televising inspection, shall participate in a clear water compliance inspection on their property. The cost of the clear water compliance will be reimbursed by MMSD's PPI/I reimbursement fund. The clear water compliance report will be filed in the property file. Any illegal connections found in the clear water compliance inspection shall be repaired by the property owner within 60 days after receiving the findings letter.

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2. Financial Incentive for Construction

If lateral lining is deemed appropriate by the City, the City will pay the entire cost of lateral lining in the public right of way and on private property. The eligible expenses will be reimbursed to the City by MMSD's PPI/I reimbursement fund.

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If spot repairs of the lateral or if replacement of the entire lateral is deemed necessary, the City will pay the cost of spot repairs and replacement or spot repairs and lining,

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If lining or grouting is recommended and the property owner prefers replacement the property owner shall pay the difference between lining and replacement costs, as approved by the City. The lining or grouting cost will be reimbursed by MMSD's PPI/I reimbursement fund but the additional cost for replacement will not be reimbursed.

Attachment: Exhibit B - 2021 City of Mequon PPII Program Policy_DRAFT REVISION (RESOLUTION 3842 : Approving Policy Revision and

3. **Performance Measures**

The City will use the percentage of laterals fixed and the type of defects removed as a performance measure. The City will also determine the cost benefit ratio between the amount of I/I removed and the amount dollars spent. The metrics of laterals fixed, type of defects removed, the percentage of participants and the cost/benefit ratio will determine the success of the project and whether the City invests in subsequent projects.

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4. **Information and Education**

a. **Pre-Project Letter** - An initial letter will be sent to the pre-determined area describing the project. An initial Public Information Meeting (PIM) will be scheduled. If property owners cannot make the PIM they will be able to set up an individual meeting with the Deputy Director of Utilities to explain the project.

Deleted: Public Works

b. **Notice Regarding Televising -** Door hangers will be hung on affected properties 24-48 hours prior to televising work to notify property owners.

c. **Findings and Pre-Construction Letter** - A findings letter and inspection report will be sent once inspection is complete. A second Public Information Meeting (PIM) will be scheduled to help property owners understand the findings and discuss the upcoming project. If property owners cannot make the PIM they will be able to set up an individual meeting with the Deputy Director of Utilities to explain the results and construction portion of the project.

Deleted: Public Works

d. **Notice Regarding Construction** - Door hangers will be hung on affected properties 24-48 hours prior to construction work to notify property owners.

e. **Final Letter -** A final letter with a final condition report will be sent to the property owner. The final condition report will also be filed in the property file.

f. **Warranty Information-** A final condition report will be sent to the current property owner after the three year warranty period inspection.

III. WORK SCHEDULE & WARRANTY

A property owner may choose to participate or not participate at any time during the project duration. Once the City determines that the contractor has reached substantial completion of the construction project, a property owner will no longer be eligible for the Municipal program.

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The work shall be warrantied for at least 3 years against workmanship and material defects. The three year period will be defined as 3 years after the date on the Certificate of Substantial Completion. The contractor, shall televise the laterals that were rehabilitated at the end of the three year period and a copy of that report shall be sent to the current property owners and filed in the property file.

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Attachment: Exhibit B - 2021 City of Mequon PPII Program Policy_DRAFT REVISION (RESOLUTION 3842 : Approving Policy Revision and

City of Mequon

Exhibit C

11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 236-2934
Fax (262) 242-9655
http://www.ci.mequon.wi.us

www.ci.mequon.wi.us

PUBLIC WORKS/ENGINEERING

May 13, 2021

Jerome Flogel, P.E.
Milwaukee Metropolitan Sewerage District
260 W. Seeboth Street
Milwaukee, WI 53204

Subject: City of Mequon Private Property Inflow and Infiltration (PPI/I) Reduction Statement of Intent 2021-2022

Dear Mr. Flogel:

In response to your correspondence dated February 12, 2021, the required Statement of Intent is enclosed. This SOI outlines the distribution of the Municipal Funding Allocation to the City of Mequon in the amount of $2,168,892, based on the 2019 PPII Study Report that prioritized areas for projects in Mequon:

- **Commit $600,000** for ME05: Implementation of ME04 in the Riverland Drive Lift Station "H" Area and Riverdale Park Lift Station "F" Area for 170 of 310 eligible parcels in fall 2021 - spring 2022;
- **Commit $90,000** for ME06: Investigation of I/I in the Lac du Cours Lift Station "M" area for 180 parcels (Basins ME4008) in 2021-2022; and
- **Commit $500,000** for ME07: Investigation of I/I in the Ranch Road Lift Station "E" area for 980 parcels (Basins ME4001, ME4002, ME4004) in 2021-2022; and
- **Rollover $978,892** for future work including ME08: Implementation of the ME06&07 in 2022-2023.

Originally, City staff's intent was to commit funds based on bids from contractors, however given the schedule for the Contractor Registration process and Product Approval anticipated for completion this summer, that was not done prior to the June 1 deadline.

If you have any questions you can email at kdriscoll@ci.mequon.wi.us or call (262) 236-2937. We look forward to continuing sewer lateral work as it is an important aspect to maintaining the City's sanitary sewer collection system and avoid non-compliant sanitary sewer overflows.

Thank you,

Kevin R. Driscoll, P.E.
Deputy Director of Utilities

Enclosures

Cc: Kristen Lundeen, P.E. – City Engineer / Director of Public Works

G:\Project Folders\Digital Project Files\3566 Sanitary Sewer\O - Private Property Lateral Repair - Policy-Procedures\2021-2030\2021 Statement of Intent\2021-05-12_Transmittal of SOI.doc

DRAFT

Attachment: Exhibit C - 2021-05-12_Transmittal of SOI to MMSD (DRAFT) (RESOLUTION 3842 : Approving Policy Revision and Funding

Attachment: Exhibit C - 2021-05-12_Transmittal of SOI to MMSD (DRAFT) (RESOLUTION 3842 : Approving Policy Revision and Funding

2021 PPII Municipality Statement of Intent

Per Statement of Policy, MMSD PPII Reduction Program, on or before **June 1**, each municipality is required to submit a Statement of Intent declaring how they intend to assign their municipalities PPII funding which is not currently committed though a work plan or funding agreement. The municipality may distribute the unallocated balance across one or more of the four options listed below, contingent on your eligibility based on the criteria listed here within and detailed in the Policy. All funds that have not been otherwise assigned to one of the following categories, will be considered surrendered. Please complete this form and return electronically to the District prior to June 1, 2021.

Current Uncommitted Allocation Account Balance:
(Enter the value of your balance from your cover letter) $ 2,168,892.00

The total of the individual line items in the following four categories should add up to your total current uncommitted allocation account balance. All not assigned funds will be surrendered. Our municipality intents to:

☑ **Commit Funds** – We **intend to commit $** 1,190,000.00 to a Work Plan(s) that will be submitted to the District no later than October 1, 2021.

We intend the work plan(s) will to be for (choose all applicable):

- ☑ A planning report
- ☑ Construction
- ☑ An investigative report
- ☑ Post Construction Evaluation

While not required to submit a Work Plan at this time, do you currently have or plan to have any of the following completed in preparation for your proposed Work Plan.

- ☑ Metering data, pump run time data, or other metric setting pre-work information
- ☑ Public outreach/communication complete
- ☐ Right of Entry
- ☐ Planning
- ☐ Investigation Report

☑ **Request to roll over funds** – We request to **roll over $** 978,892.00. The maximum term for a rollover is one budget year. One year from now, you will be required to commit this rollover balance. You will not be able to roll over or transfer this amount next year. Any uncommitted balance of a roll over in the subsequent budget year will be surrendered.

Name: Kevin R. Driscoll Municipality: Mequon Date: 04/30/21

Two additional options are available if your municipality meets the following requirements:

a. Compliant with District Chapter 3 Rules; and
b. Not subject to administrative compliance orders from any regulatory agency such as the WDNR or the USEPA; and
c. No sub-meter sheds or local collection system legs that have wet-weather peak flows and create system operational challenges or have negative impacts to property owners; and
d. No recurring sanitary sewer overflows or systemic basement backups occur; and
e. No local sewers or pump stations surcharge or require by-pass pumping during wet weather; and
f. No private properties in the Municipality have foundation drains that discharge to the sanitary sewer system; and
g. Within reasonable methods of identification, no private properties in the Municipality have substantial contributions of clear water to the sanitary system due to deterioration and/or inflow, either individually or collectively; and
h. Within reasonable methods of identification, illegal connections of clear water flow to the sanitary system have been identified and remediated.

☐ **Statement of Decline** – We request to **decline $**_____. This is an explicit statement by the municipality that all or part of the current account balance is to be returned directly to the District general capital improvement budget making the funds NOT available for PPII work in other municipalities.

☐ **Transfer** – We request to transfer $ 0.00 to the following District program(s):

☐ Green Solutions $

☑ Residential PPII Program (Pipe Check) $

Surrendered Funds – Any funding that is not committed to an approved Work Plan or accounted for by this form by **June 1**, are considered Surrendered. All Surrendered funds will be pooled for a Competitive Application Process that makes the funding available on a competitive basis to other municipalities for PPII work.

Value of Committed Funds: $ 2,168,892.00

Value of Surrendered Funds: $ 0.00

Name: Kevin R. Driscoll Municipality: Mequon Date: 04/30/21

Attachment: Exhibit C - 2021-05-12_Transmittal of SOI to MMSD (DRAFT) (RESOLUTION 3842 : Approving Policy Revision and Funding

City of Mequon

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

www.ci.mequon.wi.us **Office of Sewer Utility District Commission**

TO: **Common Council**
FROM: **Kevin Driscoll, Deputy Director of Utilities**
DATE: **April 29, 2021**
SUBJECT: **RESOLUTION 3843 A Resolution Awarding a Contract to R.A. Smith, Inc., Brookfield, Wisconsin, for Sanitary Sewer Project Inspection Services in the Amount of $58,801**

Background

Staff requested proposals for construction inspection and administrative services for two contract awards that are also appearing on the Common Council's meeting agenda for May 11, 2021. These include the County Line Road Sanitary Lift Station "Q" Force Main Replacement Project to replace cast iron main with HDPE by directional drilling, and rehabilitation grouting and cured-in-place lining in various locations. Both projects are scheduled to begin this summer and be completed by later this fall.

As required per Milwaukee Metropolitan Sewer District Rule 2.404 for serviced municipalities: during construction, governmental units shall inspect every sewer and ensure that inspectors have sufficient qualifications and use effective inspection procedures and record-keeping forms. In addition to inspection services, construction administration services also provide the City with sewer as-built records, as surveyed by the inspection crew. In the past, consultant inspection services have been used in connection with the East Trunk Sewer project, Mequon-Thiensville Interceptor rehabilitation work, the rehabilitation of sanitary mains along I-43, the Parkview Drive Sanitary Lift Station "B" project, among others.

Analysis

Consistent with the City's procurement policy, five qualified consultant firms with certified inspectors were sent requests for proposals for 65 working days. Due to the busy construction season in the region, only two of the firms responded, as summarized below.

Project / Firm	Total
R.A. Smith	$58,801
Ruekert Mielke	$60,840

Based on previous project experience, these rates are consistent with expected costs, where 520 hours equates to approximately $113 per hour. In addition, the Ruekert Mielke proposal was incomplete due to not providing requested services. It did not include pricing for cured-in-place (CIPP) sample collection and analysis/review of post-construction exam videos.

Fiscal Impact

The cost of the construction inspection and administrative services to observe sewer work is $58,801 on a time-and-materials basis, as indicated in Exhibit A. The work will be billed based on the actual time performing inspection work as otherwise requested by the City.

Recommendation

Staff recommends that the Sanitary Utility District Commission favorably endorse, and the Common Council approve the resolution awarding the construction inspection and administrative services contract to R.A. Smith, Inc. of Brookfield, Wisconsin in the amount of $58,801.

Attachments:
Exhibit A - Mequon Sewer Inspections (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3843

A Resolution Awarding a Contract to R.A. Smith, Inc., Brookfield, Wisconsin, for Sanitary Sewer Project Inspection Services in the Amount of $58,801

RECITALS

A. A number of capital improvement projects were identified as part of the FY2021 Sanitary Sewer budget adopted by the Common Council on October 27, 2020.

B. These projects are critical to the City's sanitary sewer operations.

C. City staff requested proposals, consistent with the procurement policy, from five qualified consultant firms with certified inspectors, for the inspection of various planned sanitary sewer projects during 2021.

D. City staff recommends that construction inspection and administrative services for sewer rehabilitation work in various locations and in connection with the County Line Road Lift Station "Q" Sanitary Force Main Replacement Project be awarded to R.A. Smith, Inc. of Brookfield, Wisconsin in the amount of $58,801.

E. The FY2021 Sanitary Utility Capital Improvement Budget established adequate funds in account 610669-740003 for the County Line Road Sanitary Lift Station "Q" Force Main Replacement Project and in account 610669-740001 for sanitary sewer rehabilitation work in various other locations.

F. The Sewer Utility District Commission at its meeting on May 11, 2021 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 sanitary sewer inspection contract is awarded to R.A. Smith, Inc. of Brookfield, Wisconsin in the amount of $58,801, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

raSmith

Fee Schedule

Table 2: Inspection and Construction Services Fees to Complete the Sewer Rehabilitation Project

Task Description 3804-21	Fee
1A — Meetings (2) - Pre-con and 1 Monthly Meeting	$1257.60
2A — Review of Submittals and RFIs per Contract Document	$772
3A — Construction Inspection Services (20 days)	$14,485
4A — Construction Administrative Services (Includes Coordination of Laboratory Analysis and Reporting)	$2,394
Expenses	$500
Total (3804-21 CIPP Grouting and Lining Inspection)	**$19,408.60**

Table 3: Inspection and Construction Inspection Services Fees to Complete the Force Main Replacement Project

Task Description 3583-21-Q	Fee
1B — Meetings (3) - Pre-con and 2 Monthly Meetings	$1,886.40
2B — Review of Submittals and RFIs per Contract Document	$772
3B — Construction Inspection Services (45 days)	$ 32,591
4B — Construction Administrative Services	$2,394
5B — As-Built Record Drawings	$1,248
Expenses	$500
Total (3583-21-Q FM Replacement)	**$39,391.40**

Consulting Staff	Fees
Pat Zimmer / Construction Manager	$8,160
Resident Inspector	$48,392
Engineering Technician	$1,248
Expenses	$1,000

Assume 65 days of work at eight hours per day for inspection activities.

Attachment: Exhibit A - Mequon Sewer Inspections (RESOLUTION 3843 : Awarding a Contract for Inspection Services of Sewer Projects)

City of Mequon

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

www.ci.mequon.wi.us **Office of Sewer Utility District Commission**

TO: **Common Council**
FROM: **Kevin Driscoll, Deputy Director of Utilities**
DATE: **April 22, 2021**
SUBJECT: **RESOLUTION 3844 A Resolution Awarding a Contract for Sanitary Sewer Rehabilitation Work in Various Locations to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the Amount of $189,186**

Background

The 2021 Sanitary Sewer budget adopted on October 27, 2020 included funding for gravity sewer work. Most of the work is a continuation of previous years' improvements and upgrades to the City's sanitary sewers as pipes age and deteriorate. The City's sewer maintenance crew performs routine cleaning and inspection examinations to prioritize work. In 2020, design study reports were completed following exams and over 3,200 feet of deteriorated pipe with structural defects such as cracks and fractures, and infiltration, were identified for rehabilitation.

This sanitary sewer rehabilitation project includes the installation of:

- 2,452 feet of cured-in-place pipe (CIPP) lining along Country Club Drive for existing sanitary sewers of 8-inch diameter concrete pipe that were built in 1965;
- 363 feet of CIPP lining along Cedarburg Road for 363 feet of 15-inch diameter sanitary sewer built in 1930;
- 388 feet of CIPP lining along an easement west of Port Washington Road south of Glen Oaks Lane for sanitary sewers of 24-inch diameter sanitary sewer built in 1969.

Analysis

The Sanitary Sewer Rehabilitation project work listed above will avoid more costly open cut for sanitary sewer relays and maintains essential infrastructure to the North Shore Estates subdivision near Donges Bay Road, in addition to the service areas along Port Washington and Cedarburg Roads. Notification to bidders was advertised in the *News Graphic* and distributed to interested firms. Staff received three bids for this project as follows:

Contractor	Bid Price
Visu-Sewer, Inc.	$189,186
Michels Pipeline Services	$192,268
InsituForm Technologies USA, LLC	$301,708

All three contractors have satisfactorily completed over 1,000,000 feet of cured-in-place lining work and met the City's pre-qualification criteria.

Fiscal Impact

Funding for Sanitary Sewer Rehabilitation work is available as a part of the gravity sewer fund account, as $500,000 was allocated per the 2021 budget, in addition to the funds that were previously transferred from closed project accounts. The account has sufficient funds to cover the costs of the rehabilitation work and planned inspection services associated with this effort.

Recommendation

It is staff's recommendation that the Sanitary Utility District Commission favorably endorse, and the Common Council approve this Resolution, which authorizes staff to execute a contract with Visu-Sewer, Inc. of Pewaukee, Wisconsin of $189,186 for the City's 2021 sanitary sewer rehabilitation work.

Attachments:
Exhibit A - Bid Opening Summary (3804-21) (PDF)
Exhibit B - Bid Opening Details (3804-21) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3844

A Resolution Awarding a Contract for Sanitary Sewer Rehabilitation Work in Various Locations to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the Amount of $189,186

RECITALS

A. The Gravity Sewer Fund has been established for repair and rehabilitation work and funding allocated as part of the FY2021 Sanitary Sewer budget adopted by the Common Council on October 28, 2020.

B. This work is critical to the operation of the City's sanitary sewer system.

C. City staff has received and evaluated bids for sanitary sewer rehabilitation work.

D. City staff recommends that the sanitary sewer lining project be awarded to Visu-Sewer, Inc. in the amount of $189,186.

E. The Capital Account Gravity Sewer Fund 610669-740001 has a sufficient balance to fund this project.

F. The Sewer Utility District Commission at its meeting on May 11, 2021 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 Agreement for 2021 Sanitary Sewer Rehabilitation Work in Various Locations, as let for bid, is approved and awarded to Visu-Sewer Inc. of Pewaukee, Wisconsin, in the amount of $189,186, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

Caroline Fochs, City Clerk

City of Mequon

11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON
WISCONSIN

BIDS RECEIVED FOR: Contract No. 3804-21

2021 Sanitary Sewer Rehabilitation Project

in Various Location

BID OPENING: 4/22/2021 (DATE) 2:00 PM (TIME)

BIDDER	BASE BID	BID BOND	ADDENDUM		Qualifications	
			No. 1	No. 2	General	Project
Visu-Sewer	$189,185.25	x	x	x	x	x
Michels	$192,267.50	x	x	x	x	x
InsituForm	$301,709.90	x	x	x	x	x

Attachment: Exhibit A - Bid Opening Summary (3804-21) (RESOLUTION 3844 : Awarding a Contract for

Contract #**3804-21** Sanitary Sewer Rehabilitation Project in Various Locations

ITEM NUMBER	BID ITEMS	UNIT	EST. QUANTITY	Michels		InsituForm		Visu Sewer	
1	8-inch dia. sanitary sewer cured-in-place-pipe lining in Country Club Drive	LF	2,452	$22.00	$53,944.00	$34.90	$85,574.80	$20.75	$50,879.00
2	Temporary Sanitary Bypass of 8-inch dia. Sanitary sewer in Country Club Drive	LS	1	$500.00	$500.00	$2,303.40	$2,303.40	$100.00	$100.00
3	15-inch dia. sanitary sewer cured-in-place-pipe lining in Cedarburg Road	LF	363	$50.00	$18,150.00	$64.20	$23,304.60	$45.75	$16,607.25
4	Temporary Sanitary Bypass of 15-inch dia. Sanitary sewer in Cedarburg Road	LS	1	$1,000.00	$1,000.00	$3,011.70	$3,011.70	$50.00	$50.00
5	24-inch dia. sanitary sewer cured-in-place-pipe lining in Easement west of Port Washington Rd	LF	388	$80.00	$31,040.00	$137.20	$53,233.60	$116.50	$45,202.00
6	Temporary Sanitary Bypass of 24-inch dia. Sanitary sewer in Easement	LS	1	$8,000.00	$8,000.00	$2,258.80	$2,258.80	$300.00	$300.00
7	Temperature Sensor Monitoring and Report	LF	388	$2.00	$776.00	$3.50	$1,358.00	$2.00	$776.00
8	Collect CIPP Samples and Complete Test Reports	EA	5	$200.00	$1,000.00	$284.50	$1,422.50	$150.00	$750.00
9	Reinstate Sanitary Lateral	EA	13	$55.00	$715.00	$77.70	$1,010.10	$75.00	$975.00
10	Grout Sanitary Main up to 5 gallons	GAL	150	$10.50	$1,575.00	$47.10	$7,065.00	$200.00	$30,000.00
11	Additional Main Grout (beyond 5 gals)	GAL	100	$10.50	$1,050.00	$15.70	$1,570.00	$10.00	$1,000.00
12	Grout Sanitary Laterals within ROW (up to 5 gallons per each Lateral)	GAL	65	$10.50	$682.50	$523.40	$34,021.00	$78.20	$5,083.00
13	Additional Lateral Grout within ROW (beyond 5 gals)	GAL	65	$10.50	$682.50	$15.70	$1,020.50	$10.00	$650.00
14	Air Test at Grouting Locations 18-inch dia. sanitary CIPP lining	Each	32	$735.00	$23,520.00	$366.40	$11,724.80	$290.00	$9,280.00
15	Clean and Examine Sanitary Sewer Main Pre-installation CCTV	LF	3,203	$5.00	$16,015.00	$12.10	$38,756.30	$2.00	$6,406.00
16	Post-construction CCTV, including first segment downstream of CIPP lining work	LF	3,947	$2.50	$9,867.50	$3.50	$13,814.50	$1.00	$3,947.00
17	Allowance for 8-inch dia. sanitary sewer spot repair, class “C” bedding	LF	10	$250.00	$2,500.00	$250.00	$2,500.00	$250.00	$2,500.00
18	Allowance for 15-inch dia. sanitary sewer spot repair, class “C” bedding	LF	10	$350.00	$3,500.00	$350.00	$3,500.00	$350.00	$3,500.00
19	Allowance for 24-inch dia. sanitary sewer spot repair, class “C” bedding	LF	10	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
20	Pavement Restoration (Asphalt) sanitary CIPP lining	SY	10	$50.00	$500.00	$261.70	$2,617.00	$107.00	$1,070.00
21	Surface Restoration (Shoulder) sanitary CIPP lining	Linear Feet	10	$50.00	$500.00	$99.40	$994.00	$80.50	$805.00
22	Surface Restoration (Sod)	Linear Feet	10	$5.00	$50.00	$120.40	$1,204.00	$80.50	$805.00
23	Traffic Control, WisDOT LCS Permit for STH 57 and Ozaukee County Permit for CTH W sanitary CIPP lining	LS	1	$11,700.00	$11,700.00	$4,445.30	$4,445.30	$3,500.00	$3,500.00
			Total Base Bid		$192,267.50		$301,709.90		$189,185.25

Attachment: Exhibit B - Bid Opening Details (3804-21) (RESOLUTION 3844 : Awarding a Contract for

City of Mequon

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

www.ci.mequon.wi.us **Office of Sewer Utility District Commission**

TO: **Common Council**
FROM: **Kevin Driscoll, Deputy Director of Utilities**
DATE: **April 29, 2021**
SUBJECT: **RESOLUTION 3845 A Resolution Awarding a Contract for Replacement of a Sanitary Force Main in County Line Road to Globe Contractors Inc., Pewaukee, Wisconsin, in the Amount of $405,684**

Background

The 2021 Sanitary Sewer budget adopted on October 27, 2020 included funding for gravity sewer work. Most of the work is a continuation of previous years' improvements to the Utility's sanitary sewers as pipes age and deteriorate. This lift station project at 5600 West County Line Road, known as the 'Lift Station "Q" Sanitary Force Main Replacement Project' will replace the 1,430 feet of the 6-inch diameter cast iron force main built in 1966. The cast iron force mains have records of failure due to corrosion, and the Utility is systematically evaluating condition, and replacing cast iron piping due to age and deterioration. The Lift Station "Q" Sanitary Force Main Replacement project is intended to address the infrastructure condition of the sanitary sewer system, and to avoid future force main breaks that results in a sanitary sewer overflow, a non-compliant event.

Analysis

The Lift Station "Q" Sanitary Force Main Replacement Project is essential to the area along County Line Road west of the Wisconsin Central Limited Railroad. The replacement of the force main will be by directional drilling, which reduces the amount of open cutting and pavement replacement. This method has been successful on previous force main replacement projects. However, excavation will be required to jack and bore the pipe underneath the railroad, where flaggers will be present at the railroad, and a detour is planned during construction. In addition to the project information on the City's Utility Projects webpage, staff will send notification letters to respective businesses and property owners in the vicinity of this work. Also, this detour plan was prepared in coordination with the Village of Brown Deer, due the shared jurisdiction of County Line Road.

The project was publicly noticed, and staff received bids for the Lift Station "Q" Force Main Replacement project. The base bids are as follows:

Contractor	Bid Price
Globe Contractors, Inc.	$405,684
Vinton Construction Company	$415,588
Mid-City Corp	$616,400

The bid summary is shown in Exhibit A. The difference between the bid prices is due to variations in the unit prices bid for the temporary flow control/bypass pumping, site restoration and sanitary sewer force main replacement by directional drilling. While the project is under construction, temporary flow control/bypass pumping is required and the contractor is responsible for the means and methods, such as trucking or temporary overland piping.

Fiscal Impact

Funding for the Lift Station "Q" Sanitary Force Main Replacement Project is available in Force Main Account 610669-740003. The itemized unit prices are shown in Exhibit B.

Recommendation

It is staff's recommendation that the Sanitary Utility District Commission favorably endorse, and the Common Council approve this resolution which authorizes staff to execute a contract with Globe Contractors, Inc. of Pewaukee, Wisconsin in the amount of $405,684 for the replacement of the County Line Road Lift Station "Q" Sanitary Force Main.

Attachments:
Exhibit A - Bid Opening Summary (3583-21-Q) (PDF)
Exhibit B - Bid Opening Detail (3583-21-Q) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3845

A Resolution Awarding a Contract for Replacement of a Sanitary Force Main in County Line Road to Globe Contractors Inc., Pewaukee, Wisconsin, in the Amount of $405,684

RECITALS

A. A number of capital improvement projects were identified as part of the FY2021 Sanitary Sewer Budget adopted by the Common Council on October 27, 2020.

B. These projects are essential to the operation of the City's sanitary sewer system.

C. The City of Mequon Department of Public Works Engineering Division has advertised and received bids for the County Line Lift Station "Q" Sanitary Force Main Replacement Project.

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

E. Staff recommends that the County Line Road Lift Station "Q" Sanitary Force Main Replacement Project be awarded to the low bidder, Globe Contractors, Inc. of Pewaukee, Wisconsin, for a total cost of $405,684.

F. The Capital Account 611610-740003 has sufficient balance to fund this project.

G. The Sanitary Utility District Commission at its meeting on May 11, 2021 approved a recommendation of approving the contract award, as recommended by City staff.

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

1. The Agreement for the County Line Road Lift Station "Q" Sanitary Force Main Replacement Project, as let for bid, is approved and awarded to Globe Contractors, Inc. of Pewaukee, Wisconsin, in the amount of $405,684, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: John Wirth, Mayor

Date Approved: May 11, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 11, 2021.

_____

Caroline Fochs, City Clerk

City of Mequon
11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON
WISCONSIN

BIDS RECEIVED FOR: Contract No. 3583-21

County Line Road Lift Station "Q" Sanitary Force Main Replacement

BID OPENING: 4/29/2021 (DATE) 2:00 PM (TIME)

BIDDER	PRE-QUAL	Addendum		BID BOND	BASE BID (Directional Drill)	ALT BID (pipeburst)
		No. 1	No. 2			
Globe Contractors, Inc	X	X	X	X	$405,684.00	$689,470.00
Mid-City Corporation	X	X	X	X	$616,400.00	N/A
Vinton Construction Company	X	X	X	X	$415,588.00	$423,189.00

Attachment: Exhibit A - Bid Opening Summary (3583-21-Q) (RESOLUTION 3845 : Awarding a Contract for

Contract NO. **3583-21-Q** County Line Road Lift Station "Q" Sanitary Force Main Replacement

ITEM NUMBER	BID ITEMS	UNIT	EST. QUANTITY	Globe		Mid-City		Vinton	
1A	Sanitary Sewer Lift Station Q – 6-Inch Diameter Sanitary Force Main Directional Drilling	Linear feet	1,090	$146.00	$159,140.00	$155.00	$168,950.00	$114.00	$124,260.00
2A	Sanitary Sewer Lift Station Q – 6-Inch Diameter Sanitary Force Main Open Cut	Linear feet	194	$146.00	$28,324.00	$300.00	$58,200.00	$188.00	$36,472.00
3A	Sanitary Sewer Lift Station Q Bypass for Directional Drilling	Lump Sum	1	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$6,500.00	$6,500.00
4A	Site Restoration for Directional Drilling, Base and Asphalt Pavement Restoration	Lump Sum	1	$45,000.00	$45,000.00	$65,000.00	$65,000.00	$38,000.00	$38,000.00
5	Jack & Bored Steel Casing 18-Inch (0.312" Thick) with Sanitary Sewer	Linear Feet	144	$780.00	$112,320.00	$1,750.00	$252,000.00	$774.00	$111,456.00
6	Sanitary Manhole 4-FT Dia. With Outside Drop	Vertical Feet	11	$1,000.00	$11,000.00	$950.00	$10,450.00	$770.00	$8,470.00
7	Traffic Control - Project	LS	1	$20,000.00	$20,000.00	$42,000.00	$42,000.00	$87,000.00	$87,000.00
8	Traffic Control PCMS	DAY	98	$50.00	$4,900.00	$100.00	$9,800.00	$35.00	$3,430.00
Total Base Bid Items 1A through 8:					**$405,684.00**		**$616,400.00**		**$415,588.00**
1B	Sanitary Sewer Lift Station Q – 6-Inch Diameter Sanitary Force Main Pipe Bursting	Linear feet	895	$250.00	$223,750.00			$97.00	$86,815.00
2B	Sanitary Sewer Lift Station Q – 6-Inch Diameter Sanitary Force Main Open Cut	Lump Sum	386	$250.00	$96,500.00			$203.00	$78,358.00
3B	Sanitary Sewer Lift Station Q Bypass for Pipebursting	Each	1	$126,000.00	$126,000.00			$8,460.00	$8,460.00
4B	Site Restoration for Pipe Bursting, Base and Asphalt Pavement Restoration	Linear feet	1	$75,000.00	$75,000.00			$39,200.00	$39,200.00
5	Jack & Bored Steel Casing 18-Inch (0.312" Thick) with Sanitary Sewer	Linear Feet	144	$780.00	$112,320.00			$774.00	$111,456.00
6	Sanitary Manhole 4-FT Dia. With Outside Drop	Square Yards	11	$1,000.00	$11,000.00			$770.00	$8,470.00
7	Traffic Control - Project	LS	1	$40,000.00	$40,000.00			$87,000.00	$87,000.00
8	Traffic Control PCMS	DAY	98	$50.00	$4,900.00			$35.00	$3,430.00
Total Alternate Bid Items 1B through 8:					**$689,470.00**	**NO BID**			**$423,189.00**

Attachment: Exhibit B - Bid Opening Detail (3583-21-Q) (RESOLUTION 3845 : Awarding a Contract for

APPOINTEE INFORMATION SHEET

Name of Board or Commission: **Joint Mequon-Thiensville Bike and Pedestrian Way Commission**

Position: **Member**
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: **Jim Doornek**

Address: **1721 W. Zedler Lane (53092)**
(Include zip code)

Appointment by Mayor: **X** Appointment by Alderman: _____

At Large Appointment: **X** Aldermanic Dist. Appointment _____
(Dist. Number)

Appointee Term Length: **3-year term** 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: **Maggie Sewart**

Date submitted to Council: **May 11, 2021**

Copy to Website_____

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

City of Mequon
11333 N. Cedarburg Road, 60W
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

Name: Jim J DOORNEK

Address: 1721 W. ZEDLER LN. **Zip Code:** 53092

Cell
Home Phone Number: 414-324-6429 **Years of Residence in Mequon:** 42

Employer (or School): retired

Address: N/A **Occupation:** ~~E~~ ENGINEER

Can you be reached during working hours: N/A **Work Phone:** N/A

E-mail Address (es): jimdoornek@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):
Avid bicyclist for over 30 years. In-tune with Mequon-Thiensville community.

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):
Thiensville-Mequon Lions club member since 1992

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):
I'm reasonably computer literate with excel and databases.

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MAR 08 2021

Revised: November 2017

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

SCHOOL	# OF YEARS ATTENDED	AREAS OF STUDY	WHERE
High School	4	general	Brown Deer
College	4 1/2	BS Agricultural Engr.	UW-Madison
Post Graduate			
Trade/Specialty			

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	1 Joint Mequon-Thiensville Bike & Pedestrian Way Commission
_____ Board of Police & Fire Commissioners	_____ Landmarks Commission
_____ Board of Review	_____ Mequon Nature Preserve Advisory Committee
_____ Economic Development Board	_____ Milwaukee River Advisory Committee
_____ Ethics Board	2 Park and Open Space board
_____ Festivals Committee	_____ Planning Commission
_____ 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.

James R. Doornek
Signature

3-7-2021
Date

Revised: November 2017

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

APPOINTEE INFORMATION SHEET

Name of Board or Commission: **Architectural Board**

Position: **Alternate Member #2**
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: **Jenna Daniele**

Address: **10907 N Westview Lane (53092)**
(Include zip code)

Appointment by Mayor: **X** Appointment by Alderman: _____

At Large Appointment: **X** Aldermanic Dist. Appointment _____
(Dist. Number)

Appointee Term Length: **1 year** Appointee Term Expiration Date: **5/1/2022**

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: **May 11, 2021**

Copy to Website_____

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

City of Mequon

11333 N. Cedarburg Road, 63W
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

Name: Jenna Daniele

Address: 10907 N. Westview Ln. Zip Code: 53092

Home Phone Number: 262 215 6621 Years of Residence in Mequon: 6

Employer (or School): Self employed

Address: _____ Occupation: Author / Project Manc

Can you be reached during working hours: Yes Work Phone: _____

E-mail Address (es): jennam.daniele@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):

Studied Design + Architecture for 2+ years

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):

PTO

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):

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Revised: November 2017

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

SCHOOL	# OF YEARS ATTENDED	AREAS OF STUDY	WHERE
High School	4		Williams Bay
College	3	Interior Design	Gateway
Post Graduate			
Trade/Specialty			

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference -#1 being first choice:

X	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		Mequon Nature Preserve Advisory Committee
	Economic Development Board		Milwaukee River Advisory Committee
	Ethics Board		Park and Open Space board
	Festivals Committee		Planning Commission
	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

4/24/2021
Date

RECEIVED
APR 27 2021
Mequon City Clerk

Revised: November 2017

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

APPOINTEE INFORMATION SHEET

Name of Board or Commission: **Architectural Board**

Position: **Regular Member**
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: **Nathaniel Stein**

Address: **11107 N. Wyngate Trace (53092)**
(Include zip code)

Appointment by Mayor: **X** Appointment by Alderman: _____

At Large Appointment: **X** Aldermanic Dist. Appointment _____
(Dist. Number)

Appointee Term Length: **Fulfilling remaining two years/3-year term**

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: **Bobbi Schroeder**

Date submitted to Council: **May 11, 2021**

Copy to Website_____

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

City of Mequon

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: Nathaniel Stein

Address: 11107 N. Wyngate Trace **Zip Code:** 53092

Home Phone Number: 414-305-9186 **Years of Residence in Mequon:** 3 months

Employer (or School): Ramlow/Stein Architecture + Interiors

Address: 322 E. Michigan St. Milwaukee, WI **Occupation:** VP / Architect

Can you be reached during working hours: Yes **Work Phone:** 414-271-8899

E-mail Address (es): nats@ramlowstein.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):

Graduate of Syracuse School of Architecture, B-Arch 1997. I have been an Architect for 25 years with the same firm. Became Owner in 2017. AIA and NCARB member. I've led projects ranging from 25,000 to $200M. LEED Accredited Professional

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):

No

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):

I've worked on a wide range of projects during my career; civic, educational, corporate, hospitality, worship, and recreation.

Revised: November 2017

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

SCHOOL	# OF YEARS ATTENDED	AREAS OF STUDY	WHERE
High School	Toms River HS South		NJ
College	Syracuse University	Architecture	NY
Post Graduate			
Trade/Specialty			

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference -#1 being first choice:

1 **Architectural Board**
____ **Board of Appeals**
____ **Board of Police & Fire Commissioners**
____ **Board of Review**
____ **Economic Development Board**
____ **Ethics Board**
____ **Festivals Committee**
____ **Frank L. Weyenberg Library Board of Trustee**
____ **Hiram Schmidt Fund**
____ **Joint Mequon-Thiensville Bike & Pedestrian Way Commission**
____ **Landmarks Commission**
____ **Mequon Nature Preserve Advisory Committee**
____ **Milwaukee River Advisory Committee**
____ **Park and Open Space board**
____ **Planning Commission**
____ **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

5/2/2021
Date

Revised: November 2017

Attachment: Mayoral Appts_Bike and ARB (6231 : Mayoral Appts- Bike and Pedestrian and Arch Brd)

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2915
Fax: 262-242-9655

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

TO: **Mayor and Common Council**
FROM: **Brian C. Sajdak, City Attorney**
DATE: **May 6, 2021**
SUBJECT: **The Lakes of Ville Du Parc Condominium Association, Inc. vs. City of Mequon, et al. – Settlement Strategy**

Background

The Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is involved.

During a closed session on this item it is anticipated that discussion would center around the status of negotiations on the lawsuit and any further direction the Council may wish to provide on the strategy to be adopted with respect to potential settlement.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §§ 19.85(1)(g) for the purpose of conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is involved.

Attachment: Memo re Closed Session (6235 : Closed session public memo)