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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, July 12, 2022
7:30 PM
Christine Nuernberg Hall

Agenda

1) **Call to Order**

2) **Pledge of Allegiance**

3) **Roll Call**

4) **Public Hearing:**

ORDINANCE 2022-1624 - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located on the North Side of Donges Bay Road Approximately 800 Feet West of Wauwatosa Road from R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlay, to Allow for a 17-Lot Single-Family Residential Cluster Development; **Recommended by Planning Commission May 23, 2022; First Reading at Common Council June 14, 2022.**

1) Public Hearing

2) Consideration of Ordinance

5) **Personal Appearances and Public Comment:**

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

6) **Public Officials' Reports:**

a) Mayor

b) City Administrator - Presentation of Wisconsin Law Enforcement Accreditation Group Award

7) Consent Agenda:

a) Common Council meeting minutes of June 14, 2022

b) Architectural Board meeting minutes of May 9, 2022

c) Economic Development Board meeting minutes of May 24, 2022

d) Festivals Committee meeting minutes of May 18, 2022

e) Finance-Personnel Committee meeting minutes of May 10, 2022

f) Mequon Municipal Water Utility Commission meeting minutes of May 10, 2022

g) Planning Commission meeting minutes of May 23, 2022

h) Public Welfare Committee meeting minutes of May 10, 2022

i) Public Works Committee meeting minutes of April 12, 2022

j) Sewer Utility District Commission meeting minutes of May 10, 2022

k) Zoning Enforcement and Site Compliance Report through July 1, 2022

l) **RESOLUTION 3963** - A Resolution Approving a Development Agreement for The Green at Mequon, a 7-Lot Conservation Subdivision Located at the Southwest Corner of Villa Grove and Freistadt Roads; **Recommended by Planning Commission June 27, 2022.**

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 2022-1625** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to Maintenance Responsibilities and Green Infrastructure Requirements, in Connection with the City's Certification of Stormwater Facilities; **Recommended by Planning Commission June 27, 2022; First Reading.**

2) **ORDINANCE 2022-1626** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Allow Event Planning Services with Facilities as a Permitted Use within the Town Center Zoning District; **Recommended by Planning Commission June 27, 2022; First Reading.**

3) **ORDINANCE 2022-1627** - An Ordinance Repealing and Recreating Section 2-63(d) of the Mequon Municipal Code, Relating to Mayoral and Aldermanic Vacancies; **Recommendation Forthcoming by Public Welfare Committee on July 12, 2022; First Reading.**

8) Ordinances: None.

9) Resolutions:

a) **RESOLUTION 3964 -** A Resolution Approving Adoption of the City of Mequon Strategic Plan for 2022-2025; **Recommendation Forthcoming by Committee of the Whole July 12, 2022.**

b) **RESOLUTION 3965** - A Resolution Authorizing Execution of a Professional Services Agreement for Phase One Planning for an Enterprise Land Management System with Avèro Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed $42,800; **Recommendation Forthcoming by Finance-Personnel Committee July 12, 2022.**

c) **RESOLUTION 3967** - A Resolution Approving the Purchase of Two Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Installation and Purchase of Associated Equipment from General Communications, Milwaukee, Wisconsin in the Total Amount of $87,714; **Recommendation Forthcoming by Public Safety Committee July 12, 2022.**

d) **RESOLUTION 3968** - A Resolution Approving the Purchase of a Fire Department Ambulance from Life Line Emergency Vehicles of Middleton, Wisconsin in the Amount of $296,511; **Recommendation Forthcoming by Public Safety Committee July 12, 2022.**

10) Specified Unfinished Business From Prior Meetings:

Update on **ORDINANCE 2021-1594** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to the Minimum Lot Size and Setback of Producing Animals, Specifically Chickens; **Adopted by Common Council August 10, 2021.**

11) Specified New Business:

a) Appointment of Alderman Gierl to the Public Works Committee

b) Mayoral Appointment: Planning Commission: Bruce Barnes, Alternate #4, At Large

12) Potential Closed Sessions:

a) Monsanto Lawsuit: The Common Council may enter into closed session pursuant to Wis. Stat. § 18.85(1)(g) for the purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, and then may re-enter open session to take such action it deems appropriate.

b) Legal Services RFP: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public official over which the governmental body has jurisdiction or exercises responsibility, and Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as deemed appropriate.

13) Adjourn

Dated: July 7, 2022 /s/ Andrew Nerbun, Mayor

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

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

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

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

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **June 14, 2022**
SUBJECT: **ORDINANCE 2022-1624 An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located on the North Side of Donges Bay Road Approximately 800 Feet West of Wauwatosa Road from R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlay, to Allow for a 17-Lot Single-Family Residential Cluster Development**

Background

The applicant is requesting rezoning and concept plan approval for a 17-lot development upon 12 acres on the parcel immediately west of 7626 W. Donges Bay Road. The site is currently zoned R-3 (Single Family 1-Acre) and would yield 12 lots. The applicant has an option to purchase five Transfer of Development Rights (TDR) credits, in order to help defray the cost of sewer and water. The site was previously zoned as a TDR receiving site in 2014, as part of a development that included the site to the north which is currently being developed by Veridian Development. Since the applicant no longer had control of the TDR credits and was no longer part of the development to the north, the property was rezoned in 2018 to remove the PUD as well as the TDR overlay.

The applicant appeared at the February 28, 2022, Planning Commission meeting for a consultation. The Commission felt that since the five TDR credits have already preserved 25 acres of land, smaller lots and less open space is warranted in this development.

Analysis

The proposed concept plan was updated to include a number of suggestions made by City staff and the Planning Commission at the February 28, 2022, meeting. The plan shows 17 lots on the 12-acre site for a density of 1.4 units/acre. The average lot size is 18,399 square feet with a minimum lot size of 14,817 square feet. The plan shows 24.9 percent of the site as preserved open space. The plan also shows access from Donges Bay Road and Coneflower Court. The road connection avoids a large specimen tree on the north end of the subdivision. Additionally, the plan shows a sidewalk on one side of the street that will connect with the sidewalk in the Enclave Subdivision, and to the asphalt trail between Lots 5 and 6.

The concept plan did not address the previous issue of a wider open space buffer at the west end of lots two and three. Staff recommends that the buffer match the 30-foot width of the rest of the open space perimeter within the proposed development.

Fiscal Impact
The developer states that home/lot packages will be approximately $575,000, generating annual tax revenue of roughly $130,000 at full build-out.

Recommendation
The Planning Commission recommended approval by a vote of 8-0 on May 23, 2022.

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

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1624

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the Property Located on the North Side of Donges Bay Road Approximately 800 Feet West of Wauwatosa Road from R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlay, to Allow for a 17-Lot Single-Family Residential Cluster Development

RECITALS

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

B. The Planning Commission, by majority vote, made a recommendation of approval on the 23rd day of May 2022.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 12th day of July 2022.

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

SECTION I

1. The City of Mequon Zoning Map is hereby amended so as to change the zoning classification of the property illustrated in Exhibit B as R-3/C2//TDR/PUD, subject to the following conditions:

a. The preliminary plat approval will not go into effect until the relinquishment of 5 TDR credits to the City of Mequon takes place.
b. The open space buffer on the west side of Lots 2 and 3 shall be 30 feet.
c. An Open Space plan shall be approved by the Planning Commission prior to Final Plat submittal.
d. A Bike/Ped path shall be constructed in accordance with the DOT's Bike Path Facilities Handbook.
e. Street trees are subject to the approval of the Tree Board and Planning Commission.
f. Street lighting, if proposed, is subject to the approval of Planning Division staff.
g. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures", unless deviations are approved by the Planning Commission, and are subject to the Architectural Review Board approval.
h. The road name Coneflower Court currently exists. The Preliminary Plat shall include an

updated street name.

i. The development shall comply with preliminary plat, development agreement, and final plat requirements.
j. Extension of the sidewalk to the crosswalk on West Donges Bay Road and connection to the path on the south side of West Donges Bay Road.
k. The sidewalk at the connection with North Coneflower Drive (north connection) shall be revised to eliminate 90-degree turns.
l. The development shall connect to public water and sewer with appropriate road reparations where existing pavement is impacted.
m. A water main shall be extended along the frontage of the property. Upsized water main and a looped connection to the North Wauwatosa Road and West Donges Bay Road intersection is required. Construction and reimbursement terms for upsizing and the loop will be finalized through the development agreement and a water services agreement at preliminary plat approval.
n. Sanitary sewer upsizing and minimum depth is required where the sanitary sewer system plan indicates. Construction and reimbursement terms for upsizing will be finalized through the development agreement at preliminary plat approval.
o. Sanitary sewer lateral easements between proposed Lots 3 and 4 and Lots 4 and 5 to the property line shall be established, as determined by City staff at the time of preliminary plat.

SECTION II

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

SECTION III

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

SECTION IV

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

_____

Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

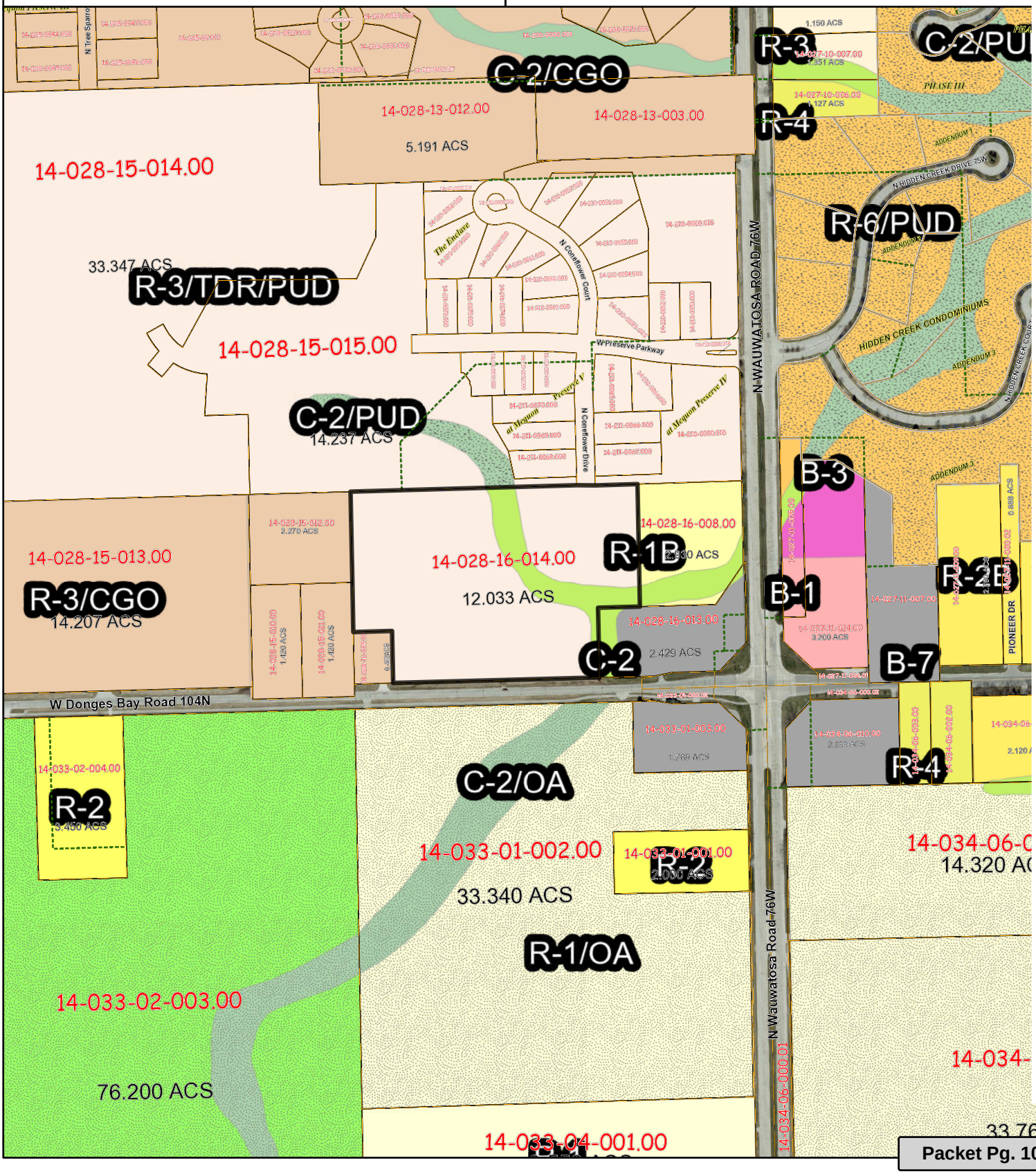
Caroline Fochs, City Clerk

Published: _____

a

BURR OAK ESTATES

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



Attachment: Exhibit A: Zoning Map (ORDINANCE 2022-1624 : Burr Oaks Estates Subdivision PUD / TDR)

DEVELOPER INFORMATION

THE ORCHARDS OF MUKWONAGO, LLC
C/O MIKE KAEREK
11600 W LINCOLN AVENUE
WEST ALLIS, WI 53227
414-321-5300

SITE DATA TABLE

- ZONING: R-3 W/ CGA + TDR OVERLAY

- PROPERTY AREA: 524,141 SF (12.03 ACRES)
- PROPOSED # OF LOTS: 17
- TOTAL ROAD LENGTH: 1,430 LF

- MAXIMUM LOT SIZE: 23,152 SF (0.53 AC)
- MINIMUM LOT SIZE: 14,817 SF (0.34 AC)
- AVERAGE LOT SIZE: 18,399 SF (0.42 AC)

- SETBACKS:
  - FRONT: 30 FEET
  - SIDE: 15 FEET
  - REAR: 20 FEET
- MIN. LOT SIZE: 0.33 ACRES
- MIN. LOT WIDTH: 85 FEET
- MIN. BUFFER WIDTH: 30 FEET

- OPEN SPACE ACREAGE: 130,404 SF (2.99 AC)
- OPEN SPACE %: 24.9%

NORTH

GRAPHICAL SCALE (FEET)
0 1" = 40' 80'

BURR OAK ESTATES- CONCEPT SITE PLAN

03/30/2022

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM |

PLAN | DESIGN | DELIVER

PEGJOB# 221.00,

Attachment: Exhibit B: Concept Plan (ORDINANCE 2022-1624 : Burr Oaks Estates Subdivision PUD / TDR)

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draft

COMMON COUNCIL
Regular Meeting
Tuesday, June 14, 2022 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:45 PM.

2) Pledge of Allegiance

3) Roll Call

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

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

4) Specified Miscellaneous New Business:

Appointment to the District 8 Aldermanic Seat Through April 4, 2023 or Reconsideration of the Aldermanic Appointment Process.

City Attorney Sajdak provided an overview of the process. The options are: 1) Do an either/or candidate advisory vote and then a subsequent motion to appoint, 2) Have a motion to appoint a candidate, and 3) Vote on a motion to hold a special election. A code amendment will be done in order to bring Mequon's Code in line with State statute regarding holding a special election to fill

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

a vacancy. He reminded the council that the Mayor does not have a vote, the vacant seat is a "deemed no" vote and the Mayor may, but is not required, to vote to break the tie for that particular motion. In addition, if a special election is held, the successful candidate will serve until the end of the term, April 2024. Conversely, if a candidate is appointed, he/she would serve until April 2023, at which time they would run again in the Spring Election in order to serve out the rest of the term until April 2024.

Attorney Sajdak presented potential dates to hold a primary and special election. Per statute there are black out dates in which a special election could not be held and also Council would need to order a special election through a future action. Option 1: December 13th primary - January 10th election - Nomination papers due on November 15th. Option 2: December 27th primary - January 24th election. Option 3: Primary in February 2023 - Election on April 2023 regular ballot. After discussion, a primary on December 6th - Election on January 3rd - Nomination papers due November 8th was also deemed an option. Council discussion ensued.

The following residents spoke in favor of Nancy Urbani: Nancy Urbani, Bridget King, and Dan Abendroth.

The following residents spoke in favor of Bill Gebhardt: Julie Luettgen, Heather Nill, Amber Schroeder, Rich Kozinski, Peter Glaser, and Jill Chromy.

The following residents spoke against Nancy Urbani: Scarlett Johnson and Kimberly Steinbrenner.

Some Council members expressed their views regarding appointment vs. special election.

Motion to hold a special election for District 8.

MOVED BY: Alderman Gierl
SECONDED BY: Alderman Strzelczyk

Alderman Strzelczyk withdrew his second of the motion.

Alderman Bushee seconded the motion.

RESULT: **Failed by Roll Call Vote [3 to 5]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Bushee

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

Motion to appoint Nancy Urbani to the District 8 Aldermanic position.

City Attorney Sajdak clarified the rules regarding abstention for this motion.

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

RESULT:	**Failed by Roll Call Vote [3 to 5]**
MOVED BY:	Alderman Schneider
SECONDED BY:	Alderman Hansher

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

Motion to reconsider holding a special election for District 8.

RESULT:	**Approved by Roll Call Vote [5 to 3]**
MOVED BY:	Alderman Schneider
SECONDED BY:	Alderman Gierl

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

Motion to hold a special election in District 8.

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

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

The date of the special election for District 8 will be decided at the Common Council meeting on July 12, 2022.

5) Public Hearing:

a) **ORDINANCE 2022-1621** - An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m.

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

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

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

1) Public Hearing

Motion to open the public hearing for **ORDINANCE 2022-1621**.

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

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

Motion to close the public hearing for **ORDINANCE 2022-1621**.

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

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

2) Consideration of Ordinance

Motion to approve **ORDINANCE 2022-1621**.

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

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

6) Personal Appearances and Public Comment: None.

7) Public Officials' Reports:

a) Mayor: None.
b) City Administrator: None.

8) Consent Agenda:

a) Common Council meeting minutes of May 10, 2022.
b) Architectural Board meeting minutes of April 11, 2022.
c) Board of Appeals meeting minutes of April 7, 2022.

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

d) Board of Police and Fire Commissioners meeting minutes of March 22, 2022.
e) Economic Development Board meeting minutes of April 26, 2022.
f) Festivals Committee meeting minutes of April 20, 2022.
g) Finance-Personnel Committee meeting minutes of April 12, 2022.
h) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of April 14, 2022.
i) Mequon Municipal Water Utility Commission meeting minutes of April 12, 2022.
j) Planning Commission meeting minutes of April 25, 2022.
k) Public Safety Committee meeting minutes of December 14, 2021.
l) Public Welfare Committee meeting minutes of April 12, 2022.
m) Sewer Utility District Commission meeting minutes of April 12, 2022.
n) Zoning Enforcement and Site Compliance Report through June 1, 2022.
o) Acceptance of the FY2021 Annual Comprehensive Financial Report and Report on Internal Control.

p) **RESOLUTION 3957** - A Resolution Authorizing the Release of the Bike Path Easement on Lots 1 and/or 2 of Certified Survey Map 3406 (Oriole Lane).

q) **RESOLUTION 3958** - A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2021, in Accordance with Requirements Under Wisconsin Administrative Code NR208.

r) Ordinance First Readings

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

1) **ORDINANCE 2022-1624** - An Ordinance Amending the City Zoning Map, Chapter 58, From R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlays to Allow for A 17-Lot Single Family Residential Cluster Development for the Property Located on the North Side of Donges Bay Road, Approximately 800 Feet West of Wauwatosa Road (Burr Oak Estates).

RESULT: **First Reading**

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

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

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

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

9) Ordinances:

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

(i) Request to Reconsider the Action of May 10, 2022 in which the Common Council Denied Approval of **ORDINANCE 2022-1618**.

Motion to reconsider **ORDINANCE 2022-1618**

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

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

Council discussion ensued on reworking the ordinance and potential revisions to technical standards and age of supervision.

Resident Amber Schroeder spoke in favor of the reconsideration of the ordinance.

(ii) In the event that the Common Council votes to reconsider the actions, the Common Council will then proceed to take such action on the matter as it deems appropriate.

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

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

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

b) **ORDINANCE 2022-1623** - An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department.

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

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

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

10) Resolutions:

a) **RESOLUTION 3959** - A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with GovHR USA, LLC, Northbrook, Illinois in an Amount Not-to-Exceed $22,200.

RESULT:	**Approved by Roll Call Vote [7-1]**
MOVED BY:	Alderman Parrish
SECONDED BY:	Alderman Gierl

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

b) **RESOLUTION 3960** - A Resolution Amending the City of Mequon Financial Policies to include Policy Statement 15: Vehicle Leasing.

The Committee of the Whole recommended that the Policy Statement 15 under Reporting be changed to indicate "quarterly" reporting rather than "at a minimum of twice a year".

RESULT:	**Approved by Roll Call Vote with Amendments [7-1]**
MOVED BY:	Alderman Hansher
SECONDED BY:	Alderman Bushee

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

c) **RESOLUTION 3961** - A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Dugout Improvements at Rotary and River Barn Parks.

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

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

d) **RESOLUTION 3962** - A Resolution Authorizing Award of a Contract to Design Tamerlane Drive Lift Station O Capacity Improvements to S.E.H. of Sheboygan, WI in the Amount of $46,960.

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

RESULT:	**Approved by Roll Call Vote [6-2]**
MOVED BY:	Alderman Bushee
SECONDED BY:	Alderman Parrish

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

11) Specified Unfinished Business From Prior Meetings: None.

12) Adjourn

Motion to adjourn at 9:48 PM.

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

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk

Attachment: 06-14-22_CC Draft minutes (7437 : Common Council meeting minutes of June 14, 2022)

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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, May 9, 2022
6:00 PM
Lower-Level Conference Room

Minutes

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

Present: Chairman Scott Reed

Members at Large: Anthony LaGalbo, Janet Ehn, John Mikkelson, Paul Apfelbach

Building Inspector: Mike Hadley

2. **Meeting Minutes**

Minutes from the April 11, 2022, meeting were approved by Vice-Chairman Paul Apfelbach and Seconded by District Eight Representative Tony LaGalbo.
Minutes were approved unanimously.

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 8 6:00 pm	**Garage Addition**	Matthew Cesarz 327 W. Woodlyn Drive Subdivision: Ravine Farms	Cont: Krause Family Homes Arch: Krause Family Homes

Moved to Approve: Ehn
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted with the addition of two windows on the south elevation to match those on the north elevation.

Attachment: 05-09-22_Arch Board minutes (7463 : Architectural Board meeting minutes of May 9, 2022)

2)	Dist. 3 6:10 pm	**New Single-Family Residence**	Veridian Homes LLC 10544 N. Coneflower Drive Subdivision: The Enclave	Cont: Veridian Homes LLC Arch: Veridian Homes LLC

Moved to Approve: Mikkelson
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted with the addition of one direct set window on right elevation; same style as the other two on that elevation.

3)	Dist. 4 6:15 pm	**Garage Addition**	Carol Shipley 11012 N. Cedarburg Road Subdivision: N/A	Cont: Matt Lehn Const. Arch: Matt Lehn

Moved to Approve: Apfelbach
Seconded by: Ehn
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted with the condition that all materials match the house.

4)	Dist. 5 6:25 pm	**New Single-Family Residence** (Previously submitted and approved at 1/10/22 Meeting)	Charlie Streich 12535 N. Lake Shore Drive Subdivision: N/A	Cont: Mikkelson Builders Arch: Fred Dahms

Moved to Approve: Reed
Seconded by: Apfelbach
Abstained: Mikkelson
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: 05-09-22_Arch Board minutes (7463 : Architectural Board meeting minutes of May 9, 2022)

5)	Dist. 6 6:30 pm	**Detached Garage**	Christopher & Carole Hynes 11315 N. Lilac Lane Subdivision: Oz. Country Club Est. #1	Cont: JD Griffiths Co., Inc. Arch: JD Griffiths Co., Inc.

Moved to Approve: Ehn
Seconded by: LaGalbo
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted with the following conditions:
1. Add barn sash window or rectangular vent on each of the two gables.
2. Remove brick on all elevations.

6)	Dist. 1 6:40 pm	**New Single-Family Residence** (Previously submitted and approved at 1/10/22 Meeting)	Peter & Ariel Budnik 11701 W. Freistadt Road Subdivision: N/A	Cont: Owners Arch: Peter Budnik

Moved to Approve: Apfelbach
Seconded by: Ehn
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

7)	Dist. 1 6:45 pm	**Detached Garage**	Leonardo & Tracy Imana 7500 W. Ridgeview Court Subdivision: Ridgeview	Cont: Decker Construction Arch: Rock River Design

Moved to Approve: Mikkelson
Seconded by: Reed
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted with the addition of two windows on west elevation to match the windows on the south elevation.

8)	Dist. 1 6:55 pm	**Shed**	Ingrid Nieman 12915 N. Thomas Drive Subdivision: N/A	Cont: Ingrid Nieman Arch: MW Sheds

Moved to Approve: Reed
Seconded by: LaGalbo
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted with the addition of a window on the rear elevation.

Attachment: 05-09-22_Arch Board minutes (7463 : Architectural Board meeting minutes of May 9, 2022)

9)	Dist. 1 7:05 pm	**New Single-Family Residence**	Greg Devorkin 13120 N. West Shoreland Drive Subdivision: N/A	Cont: Lemel Homes, Inc. Arch: Lemel Homes, Inc.

Moved to Approve: Ehn
Seconded by: LaGalbo
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted with the following conditions:
1. Add window on right elevation; same style and size as the other window on that elevation.
2. Garage moving west approximately 10 feet.

10)	Dist. 1 7:10 pm	**Resubmittal for New-Single Family Residence**	Tim & Jessica Rautmann 12938 N. Highgate Court Subdivision: Highgate	Cont: Anderson Homes Arch: Anderson Homes

Moved to Approve: Reed
Seconded by: Apfelbach
Abstained: Mikkelson
Approved: Yes
Vote: Unanimous

Conditions: Plans approved as submitted.

4. **Action:**

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

Meeting adjourned at 6:48 p.m.

Attachment: 05-09-22_Arch Board minutes (7463 : Architectural Board meeting minutes of May 9, 2022)

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ECONOMIC DEVELOPMENT BOARD
Tuesday, May 24, 2022
8:00 AM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

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

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

2) Approval of Meeting Minutes from March 15, 2022

Action
Board Member Gannon made a motion to approve the meeting minutes from April 26, 2022.
Board Member Johnson seconded the motion.
A voice vote was taken; vote passed (8-0)

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

3) New Board Member: Inge Plautz

Attachment: Econ Devel Brd minutes_05.24.22_FINAL (7474 : Economic Development Board meeting minutes of May 24, 2022)

New member Inge Plautz introduced herself and gave some background on her experiences. The board members took turns introducing themselves.

4) Guest: Mayor Nerbun

Mayor Nerbun introduced himself, talked about his history with the city and answered some questions from the Board. He stated that some of the areas he would like to focus on include:

- Development Progress – keeping the momentum that has occurred in Town Center.
- Port Washington Road – review the current TIFs to be utilize the dollars available, renewed focused in this area.
- Cedarburg Road & Donges Bay Road area.
- Light Industrial opportunities in the southwest area of the city.
- Fire Department – the merging of departments and volunteerism needed.
- Public Safety is a priority

5) City Strengths & Weaknesses

Dir. Tollefson stated that as part of the 2035 Comprehensive Plan, many boards and committees weighted in on what they believed are the city's strengths and weaknesses. The list was provided in the packet and the goal is to decide which items are a priority and should be showcased on the promotional marketing piece.

The Board suggested these 5 issues are high importance:

- TIF / Incentives
- Land location and available land
- Business Services
- Access to Infrastructure (water & power)
- Ability to work with a known entity

a. City Strengths & Weaknesses

6) RLF Loan Updates

Dir. Tollefson stated that she and Kathleen Cady-Schilling from OED have reached out to the applicant for the Aleska Learning Center. There have been some delays, but the intent is to open in the fall. She is in good standing with her loan. Per the RLF Agreements, there is an obligation to create 5 full-time equivalent positions within 24 months of receiving approval. There are 12 months remaining to be compliant. The city approvals of the Conditional Use Grant and Building and Site Plan from June 2021 will expire after1 year and extensions will need to be obtained.

Big Shot Sports has had a long-standing loan and they just received Planning Commission approval to construct a new clubhouse. There will be 5 simulators located in the new club house, they have started a junior club program and want to eventually have mini golf. Dir. Tollefson stated this is exactly what the RLF program is meant to do to help smaller businesses grow.

7) Rural Industrial Zoning & Infrastructure

Attachment: Econ Devel Brd minutes_05.24.22_FINAL (7474 : Economic Development Board meeting minutes of May 24, 2022)

Dir. Tollefson stated that the sewer capacity could be expanded in this area to meet demand. There is somewhat limited land, and it has an extremely limited zoning area. There was some discussion about this area and what could be done here.

8) Outreach Event Subcommittee

Board member Plautz stated that the Sub-Committee will meet and come up with a few ideas before the next Board meeting. She commented that the intention of what the Board wants to convey to the community and what value add can be gained will be considered. She offered that anyone on the Board interested in being on the Sub-Committee is welcomed. She stated that this issue will be further discussed at the next meeting once the Sub-Committee has a change to meet.

9) Staff Updates

Dir. Tollefson stated that Jilly's Car Wash received Planning Commission approval for a new business on Port Washington Road. A proposed subdivision (Burr Oaks) received rezoning approval; 5 of the 6 TDR credits are being used for this development. Dir. Tollefson is working to schedule a meeting with the Brixmor representatives to discuss the Pavilions.

10) Announcements

The next meeting is Tuesday, June 28th at 8:00 a.m.

11) Adjourn

The meeting concluded at 9:00 a.m.

Action
Board Member Gannon made a motion to adjourn the meeting.
Board Member Sipiora seconded the motion.
A voice vote was taken; vote passed (7-0)

Respectfully Submitted,

Kim Tollefson
Director of Community Development

Attachment: Econ Devel Brd minutes_05.24.22_FINAL (7474 : Economic Development Board meeting minutes of May 24, 2022)

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FESTIVALS COMMITTEE
Wednesday, May 18, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Vanessa Nerbun
Committee Member Deanna Conaty
Committee Member Jenne Hohn
Committee Member Lisa Liljegren
Committee Member Tracy Johnson -- **Absent**
Committee Member Moshe Luchins -- **Absent**
Committee Member Christine McLean -- **Absent**
Committee Member Miranda White -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes
   a. April Meeting Minutes

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

AYES:	Nerbun, Conaty, Hohn, Liljegren
ABSENT:	Johnson, Luchins, McLean, White

3) Welcome New Member

The Committee welcomed new member Deanna Conaty. She has lived in Mequon for 8 years and received the newsletters from former Mayor Wirth and read the article where he encouraged residents to volunteer on City Boards and that inspired her to apply.

4) Canopies Contract
   a. Tent and Stage Contract

Attachment: Festivals Meeting Minutes May 18 2022 (7471 : Festivals Committee meeting minutes of May 18, 2022)

Area Rental, who we normally use, did not have the staff to set-up our tent and stage this year. So, we were able to get a bid from Canopies for a similar price, plus they will deliver the high-top tables that we rented from them last year.

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

AYES:	Nerbun, Conaty, Hohn, Liljegren
ABSENT:	Johnson, Luchins, McLean, White

5) Vendor/Sponsor/Music Updates

We have 2 new artist applications: Jen's Nifty Creations and Beyond the Design LLC. Another vendor who makes steel and copper sculptures has also inquired. Dog Gone Great Food Truck has applied.
We have two new sponsors: Sendik's and Kohler Creditt Union. A total of $8,000 in sponsorships so far this year.
Sign boards from Barricade Flashers have been reserved.
Emails have been sent to Foxtown Heritage Meats, North Shore Boulangerie, Ben's Soft Pretzels, and Trouble Makers Cocina. Trouble Makers is booked for this year, but is interested in participating in 2023. We are still waiting for the bands to return their contracts, Committee Member Liljegren will follow-up.

a. Upcoming Early Bird Deadline: 6/3

The early bird deadline is coming up in two weeks. Executive Assistant will send out a reminder email to all past participants.

6) Children's Area

Executive Assistant Enea reached out to Missing Links to see if they had putting greens that could be used in the Children's Area. Also, Gil from the Chinooks is available to come again this year from 4-6pm.

1. Inflatable Options

The Committee voted to rent the Giant Slide for $850 and the Adrenaline Rush Obstacle Course for $950.

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

AYES:	Nerbun, Conaty, Hohn, Liljegren
ABSENT:	Johnson, Luchins, McLean, White

7) Next Meeting Date and Time

A. June 15 at 6:30 P.M.

8) Adjourn

Attachment: Festivals Meeting Minutes May 18 2022 (7471 : Festivals Committee meeting minutes of May 18, 2022)

Committee Member Hohn moved to adjourn at 7:06 PM and Committee Member Liljegren seconded.

Respectfully Submitted,

Carrie Enea

Attachment: Festivals Meeting Minutes May 18 2022 (7471 : Festivals Committee meeting minutes of May 18, 2022)

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

FINANCE-PERSONNEL COMMITTEE
Tuesday, May 10, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Mayor Andrew Nerbun
Alderman Glenn Bushee
Alderman Brian Parrish
Alderman Robert Strzelczyk

Also present: William Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Brian Sajdak, City Attorney, Caroline Fochs, City Clerk and Patrick Glynn, Carlson Dettmann Consulting.

2) Approve Meeting Minutes
   a. April 12, 2022 Finance-Personnel Meeting Minutes

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

AYES:	Bushee, Parrish, Strzelczyk

3) License applications
   a. May 2022 Licenses

Alderman Parrish inquired about Sobelmans as he thought the business was closed yet they are on the list for licenses this month. City Clerk Fochs said since they do have a license, they can reapply for another one. There is an ordinance that states if a business is not "in business" for six months or longer, the Finance-Personnel Committee can bring them forward and discuss revoking that license.

Alderman Parrish said that we should set a reminder to discuss this matter in six months.

Attachment: F & P minutes_05-10-22 (7436 : Finance-Personnel Committee meeting minutes of May 10, 2022)

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

AYES: Bushee, Parrish, Strzelczyk

4) Vouchers Paid
   a. April 2022 Vouchers Paid List

Alderman Bushee brought up the point about discussing the increasing fuel costs, and if more action needs to be taken to review the budget with respect to relieving potential deficits.

Finance Director Engroff stated the Fleet Department provided a cash flow analysis for the rest of the fiscal year and they are currently projecting a $37,000 shortfall. The Fleet Department does charge back fuel costs to other Departments so the discussion could open to those Departments as well. It is a conversation that should happen sooner rather than later.

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

AYES: Bushee, Parrish, Strzelczyk

5) Resolutions
   a. **RESOLUTION 3949** A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with Carlson Dettmann Consulting, Appleton, Wisconsin in an Amount Not-to-Exceed $27,750

Assistant City Administrator Justin Schoenemann explained to the Committee that the Request for Proposals generated eight proposals, of which the City interviewed four candidates. Mr. Schoenemann stated staff chose Carlson Dettmann Consulting due to their approach is market/data driven and not based on personnel performance.

Alderman Bushee asked if the study would focus on private sector comparisons as well as other cities and counties. Mr. Schoenemann stated the intent this time is to stay within the public sector as the last compensation study focused more on the private sector and because the benefits are not comparable, it is hard to compare.

Alderman Parrish asked if the Library wanted to join the study as well. Mr. Schoenemann stated he spoke with Library Director Muchin Young and she is interested in the study and plans to take the matter to their Board this month.

Alderman Strzelczyk encouraged Mr. Glynn to compare to other communities that are safe and offer a good quality of life with relatively low traffic.

Attachment: F & P minutes_05-10-22 (7436 : Finance-Personnel Committee meeting minutes of May 10, 2022)

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

AYES:	Bushee, Parrish, Strzelczyk

6) Information Items
   a. 2022 YTD Investment Report as of 3/31/2022

   Finance Director Engroff stated the losses will not be realized and will be at par during maturity. Director Engroff also stated Dana should present at a near future meeting to give an overview of Mequon's portfolio to date. The last overview was held in November 2021. Finally there are two reports included on pages 66 & 67 of the packet. Director Engroff wanted Committee feedback as to which report is more helpful in understanding Mequon's financial position.

   b. Finance & Personnel Work Plan

7) Adjourn

   A motion to adjourn was made by Alderman Bushee at 6:47 PM, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

Attachment: F & P minutes_05-10-22 (7436 : Finance-Personnel Committee meeting minutes of May 10, 2022)

MEQUON WATER UTILITY

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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Regular Meeting
Tuesday, May 10, 2022
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call
Commissioner Nerbun called the meeting to order at 7:33 PM.

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

Also present were City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Finance Director Engroff, Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, Deputy Director of Utilities Driscoll, Water Utility/City Water LLC Director of Operations Voigt.

2) Approval of Meeting Minutes

a. April 12, 2022 Minutes

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

Attachment: 05-10-22 Mins_Water Utility District Commission (7462 : Mequon Municipal Water Utility Commission meeting minutes of May 10,

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

3) Action Items

Discussion and Action

a. Request for Second Connection to Milwaukee Water Works

b. Motion to Approve a request for a second connection to Milwaukee Water Works.

Mequon Water Utility/City Water LLC Director of Operations Voigt stated that when We Energies originally negotiated the Contract with Milwaukee Water Works, 25 years ago, there was the initial connection point to MWW and that where MWU currently operates. The MWU connection point to MWW is located at County Line Road and 76th Street/Wauwatosa Road, but the agreement included the option for a second connection point at N. 107th Street/Granville Road due to proximity of industrial park and capacity. Currently, the Mequon Water Utility has facilities closer to N. 91st Street/Swan Road and County Line Road. Staff requested WUC to approve staff's request to send a letter to Milwaukee Water Works to ask MWW to update the agreement for a second connection from MWU at either N. 107th Street/Granville Road or N. 91st Street/Swan Road because it allows the MWU options and ability to pick either point as our second connection point.
Commissioner Mayr inquired without the additional 83 units for the proposed Swan Farm Fields subdivision development, and if the Utility would still be requesting this that location or just if we need it now.
Mequon Water Utility/City Water LLC Director of Operations Voigt responded yes, that the N. 91st Street/Swan Road connection at County Line Road is much closer, approximately one mile, to the existing MWU mains/facilities. In addition, he also added that the MWU is getting close to needing a second connection for required system pressures.

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

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

Attachment: 05-10-22 Mins_Water Utility District Commission (7462 : Mequon Municipal Water Utility Commission meeting minutes of May 10,

4) Adjourn

a. Motion to Adjourn at 7:37 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 05-10-22 Mins_Water Utility District Commission (7462 : Mequon Municipal Water Utility Commission meeting minutes of May 10,

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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, May 23, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:
Chair Andrew Nerbun
Alderman Robert Strzelczyk
Alternate Greg Bach
Commissioner Martin Choren
Commissioner Dan Gentges
Alternate Stephanie Hawley
Commissioner Rick Lemke
Commissioner Rebecca Schaefer
Commissioner James Schaefer - **Absent**
Commissioner John Stoker - **Absent**

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

2) Approval of the Meeting Minutes from April 25, 2022

Action
Ald. Strzelczyk made a motion to approve the meeting minutes from April 25, 2022. Commissioner R. Schaefer seconded the motion.
A voice vote was taken, vote passed (8-0)

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

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

3) Public Hearing / Consent

a) Arc Central LLC for Omri Ben Yaich. The applicant is seeking conditional use grant approval to allow for an accessory dwelling unit for the property located at 10564 W. Sunset Woods Lane.

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

No public comment.

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

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

b) Mequon Storage. The applicant is seeking conditional use grant amendment and building and site plan amendment approval to allow for two storage buildings for the property located at 6829-7033 W. Donges Bay Road.

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

No public comment.

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

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

4) Consent

a) James Schneider for Lewenauer. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the properties located at 2015 & 2049 W. Martin Way and 13804 N. Martin Way.

Mayor Nerbun stated that a late entry Public Comment card was submitted by Cassi and Andy Corey – 10508 W. Sunset Woods Lane in support of item 3a but they do not wish to speak.

Action
Ald. Strzelczyk made a motion to approve the three consent agenda items.
Commissioner Lemke seconded the motion.
A roll call vote was taken, vote passed (8-0)

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

5) Public Hearing

1) Jeremy Wilmot for Cheddarhead Holdings-6, LLC. The applicant is seeking conditional use grant approval to allow for fast-food restaurant for the property located at 10990 N. Port Washington Road (Jersey Mike's Subs).

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

No public comment.

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

Asst. Dir. Zader stated that this request is for Jersey Mikes Subs to go into half of the former Hong Anh space in The Pavilions. There is an expansion of the outdoor patio which staff has

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

included a condition that the patio area does not exceed further out than the edge of the building (inside the light pole). There is an additional doorway being added in place of an existing window which is required to match the existing building. Staff recommends approval.

The applicant stated that all the conditions in the staff report are acceptable.

Ald. Strzelczyk stated he believes this is a great addition to the community and the location is ideal for this type of business.

Action
Ald. Strzelczyk made a motion to approve the CUG subject to all the conditions in the staff report.
Commissioner Bach seconded the motion.
A voice vote was taken, vote passed (8-0)

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

2) Jilly's Car Wash. The applicant is seeking conditional use grant and building and site plan approval to allow for car a wash facility for the property located at 10829 N. Port Washington Road.

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

Public Comment

Michael DiSteton – 1431 W. Winding Hollow Lane – he is a board member of the Winding Hollow Condominiums, and he is opposed to this business. He is concerned about public safety as it is a heavily populated area. The neighbors are concerned about the noise from this use and they do not believe that 70 dBA is acceptable and it should be a lower decibel. They also believe the hours of operation are too lengthy. The noise from the mechanicals, vacuums and the garage doors are of concern.

Gary Balcerzak – 1451 W. Winding Hollow Lane – he is the President of the Winding Hollow Condominiums, and he is opposed to this proposed use. He stated that a petition included in the board packet was signed by 100% of the owners located in the state. His concerns include:

- Endangerment of Public Welfare – the public walk in this area and there is not a sidewalk available.

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

- Not harmonious to neighborhood – concerns that the equipment will cause constant noise and that the allowable decibel level is too high.
- Landscape Plan is inadequate and does not supply adequate buffering to mitigate year-round noise.
- Hours of Operation are excessive.
- Injury to property values due to the proximity of the residences to this business.
- There are two carwashes less than 1 mile away. They oppose the location of this business.

He urges the Commission to deny this request for approval.

Howard Myers – 1521 W. Winding Hollow Lane – he stated that Ordinance 58-303 contains specific language regarding design standards and development guidelines regarding carwashes. He does not believe the use is permissive or harmonious to the surrounding area.

Jerad Protasky -he is the owner of 10911 N. Port Washington Road and represents I Mequon 1 LLC and I Mequon II LLC. He explained that this site was rezoned to B-2/PUD with the intent of attracting uses just like Jilly's Car Wash. He stated that the business is owned by consciousness local residents. They have proposed an extremely attractive building design and are committed to being good neighbors.

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

Asst. Dir. Zader clarified that the reference about the Ordinance 58-303 applies to the Town Center and Arrival Corridor zoning districts only. He added that when these parcels were rezoned, the back portion of this parcel was designated with limited uses due to the proximity of Winding Hollow (no restaurants allowed, or high volume uses). Any uses of the B-2 zoning district, permitted or conditional, would be allowed in the front portion. Typical land use patterns of buffering are in place.

He showed the site plan and explained that staff worked with the applicant on several iterations and the proposed plan is the best one for this difficult small parcel. The building is moved as close to Port Washington Road as possible, and the equipment is shielded from public view. The proposal does comply with all the district regulations except for the open space ratio. This parcel is at 36.6% ratio, but the vacant parcel will well exceed the required 40% ratio and the entire development will be compliant.

The Code Enforcement Officer took several sound readings over the past several days. The ambient noise is between 62-100 dBA due to the varying levels of traffic on Port Washington Road. Asst. Dir. Zader stated that anything lower than 65 dBA will be difficult to maintain due to the ambient noise being louder than the car wash.

He explained that the window treatment information was excluded from the board packet; the windows will be translucent except for the windows adjacent to the mechanical room and the

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

upper transoms which will be spandrel glass. Staff has made recommendations to address the southern property line with some landscaping and some lighting recommendations have already been addressed. Staff believes the hours of operation are acceptable and are consistent with neighboring businesses.

The applicant, Jon Zimmerman, President of Jilly's Car Wash stated they are residents of the north shore and know the community. They have received numerous emails from Mequon residents requesting they open a business here. This location will be their fifth location and they have never had a noise issue. The other locations are located closer to residential housing. They have received support from the JCC who owns the Gan Ami preschool next door. The vacuums only run when they are in use. He stated that they are completely agreeable to not play any music. The doors can be opened and closed after every car except in the summertime. They have no problem meeting the 70 dBA limitation from the property line. They choose to exceed the building standard designs because they want to provide an attractive building and business in this community.

The architect clarified that the windows will be a satin finish which is translucent and obscures the view from the interior mechanicals.

Many of the Commissioners agree that the proposed hours should be allowed for the business to be successful. Additional landscape buffering (evergreens) is recommended to help mitigate the noise. There is agreement that music not played at the location. There is appreciation for the architecture design as it exceeds the standard requirements.

Action

Commissioner Lemke made a motion to approve the item with added requirements for additional landscape buffering (evergreens) on the west and south property lines and that no music shall be piped in at this location.
Commissioner Hawley seconded the motion.
A roll call vote was taken, vote passed (7-1)(No: Bach)

RESULT:	**APPROVED WITH CONDITIONS [7 TO 1]**
MOVER:	Rick Lemke, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Nerbun, Strzelczyk, Choren, Gentges, Hawley, Lemke, R. Schaefer
NAYS:	Bach
ABSENT:	J. Schaefer, Stoker

6) Regular Business

a) Christ Alone Ev. Lutheran Church. The applicant is seeking minor request approval to allow for a temporary tent for the property located at 10001 N. Cedarburg Road.

Dir. Tollefson stated that Christ Alone Church is located on Cedarburg Road and has had previous approvals in the summers for temporary use permits for tent events to allow for various outdoor activities on site; Vacation Bible Camp, soccer camp, 1 time a month outdoor Sunday

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

service and an annual picnic. The Sunday morning service and the annal picnic are the events that may require some overflow parking. Upon review, staff is supportive of the tent events but does not support overflow parking in the open space. The police department historically has not allowed week in and week out street parking, but for a one-time event it is something that the applicant can pursue.

The applicant is appealing the one condition regarding the overflow parking. Staff recommended that the tent be moved into the open space area which would free up about 16 parking stalls. Staff also recommended that the applicant work with staff to create a more efficient parking lot configuration in an effort to provide more parking stalls year-round.

Dir. Tollefson explained that the soil in the open space area, if used too often, can be negatively impacted, and could become compacted and act as impervious space which could trigger stormwater management requirements. Pollutants from the cars can also be detrimental to the open space.

The applicant stated that they are requesting a tent due to Covid concerns so that congregants can worship outside. There are 7 outdoor worship events planned for the season as well as various additional events. They believe only two events will require overflow parking.

He stated that they notify their neighbors of the events taking place ahead of time. They do not believe that moving the tent is doable as elderly congregants would need to navigate uneven terrain and that area can accumulate ankle deep water. He offered that they could rotate the cars around for each event so that they would not be parked in the same area for each event.

He stated that they have been good neighbors and have accommodated the city when parking was needed as well as for Taste of Mequon each year.

Action

Ald. Strzelczyk made a motion to approve the request with the additional requirements that the applicant submit the 10 dates in which the overflow parking shall be allowed, rotate the location of the overflow cars to maintain the grass and keep the tent located in the same location as the previous year.
Commissioner Lemke seconded the motion.
A voice vote was taken, vote passed (8-0)

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

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

b) Christian Pressley for Ilan Hang. The applicant is seeking building and site plan amendment approval to allow for a new building for the property located at 10328 N. Wauwatosa Road (Big Shots Sports).

Asst. Dir. Zader stated this is for the driving range facility located on Wauwatosa Road. There is an existing club house which the applicant plans to tear down and to build a new one about 60 feet to the east. The tee line will also need to be shifted about the same distance to accommodate the new building. The new location of the building will be further away from the road and will be more compliant with the setback. The tee boxes will be about 300 feet to the property line to the east where there is a tree line so there should not be any issues with balls going to the property line.

There is also an existing red barn on the site. The proposed renderings are different colors and style, and condition that the existing barn be painted within 1 year of occupancy to match the proposed building colors.

The proposed building will have LP Smartside siding, with brick around the entrance ways. The rear elevation, east elevation, is a blank wall because the five simulators are located along that wall. Staff has recommended some additional treatments to that elevation to break up the solid blank wall. Some vines or greenery or yardage markers were suggested as the building will be constructed with ICF. Staff recommends approval.

The applicant explained they are proposing seating along the east elevation wall in the shade. They are agreeable to working with staff to make it more aesthetic appeasing. The existing red barn will be next to a mini golf course and the applicant believes that the red color will add to the aesthetic appeal in that area.

There was some feedback from the Commission that the red barn is desirable and that it does not need to match the coloring of the proposed new club house building. The design of the building is not well received, and some additional features are needed to be more aesthetically pleasing. It is thought to be too plain with too many straight lines. It was discussed that the applicant will work with the Commission architects to tweak the building.

Action

Ald. Strzelczyk made a motion to allow the existing barn to remain red in color and that the Commission architects work with the applicant to make modifications to the proposed building design.
Commissioner Bach seconded the motion.
A voice vote was taken, vote passed (8-0)

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

RESULT:	**APPROVED WITH CONDITIONS [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Greg Bach
AYES:	Nerbun, Strzelczyk, Bach, Choren, Gentges, Hawley, Lemke, R. Schaefer
ABSENT:	J. Schaefer, Stoker

c) Point Real Estate for Orchards of Mukwonago LLC. The applicant is seeking rezoning recommendation from R-3/C-2 (single-family) to R-3/C-2 with TDR-PUD (transfer of development rights-planned unit development) and concept plan approval to allow for a 17-lot, single-family residential cluster development for the property located on the north side of Donges Bay Road, approx. 800' west of Wauwatosa Road (Burr Oak Estates).

Asst. Dir. Zader stated that this item was in front of the Commission for a consultation in February. There was discussion about using the TDR credits and working to comply with the requirements of the CGO. The applicant has submitted an updated plan that addresses most of the critiques from staff and feedback from the Commission.

The connection to the Enclave was adjusted to save the Burr Oak. The open space was also increased. The density is higher due to it being a TDR site. Staff supports the changes made and recommends approval.

The applicant, Joe Bukavich from Point Real Estate, stated that the area behind Lots 2 & 3 is at 20 feet of open space because they abut a property owned by Wisconsin Gas that is used as a metering location for their high-pressure gas main. He explained that the water main from the southeast property line to Wauwatosa Road will be constructed by the applicant and the Water Utility will reimburse them.

The Commission discussed that a TDR policy discussion should take place.

Asst. Dir. Zader stated that the property could be sold at some point and staff recommends the additional 10 feet be included.

Action
Ald. Strzelczyk made a motion to approve the item.
Commissioner Gentges seconded the motion.
A roll call vote was taken, vote passed (8-0)

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

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

7) Announcements

The next meeting is Monday, June 27, 2022, at 6:00 p.m.

8) Adjourn

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

The meeting concluded at 7:40 p.m.

Respectfully Submitted,

Jac Zader

Attachment: Planning Comm minutes_05.23.22_FINAL (7475 : Planning Commission meeting minutes of May 23, 2022)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
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www.ci.mequon.wi.us Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, May 10, 2022
5:45 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Alderman Mark Gierl
Alderman Kathleen Schneider
Chair Dale Mayr **-- Absent**

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

2) Election of Chair

Alderman Mayr was not present but sent an email saying he was interested in being the Chair. Alderman Gierl nominated Alderman Mayr to be the Chair and it was approved by Voice Acclamation.

3) Approval of Meeting Minutes
   a. April Meeting Minutes

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

AYES:	Gierl, Schneider
ABSENT:	Mayr

4) Ordinances

Action requested: review and recommend approval

   a. **ORDINANCE 2022-1622** An Ordinance Revising the Wards in Mequon Aldermanic Districts 1 & 4, Due to Assembly Redistricting

City Clerk Fochs explained the need to revise Mequon's wards due to assembly redistricting. It is not allowed to bisect a ward, so wards 2 and 11 need to be split into two. The deadline was originally April 10. Because of a delay in the Supreme Courts, the Wisconsin Election

Attachment: PW Minutes 051022 (7431 : Public Welfare Committee 05-10-22 Meeting Minutes)

Commission asked for a new deadline of May 25. This will require a motion to suspend the rules tonight at Common Council for it to pass during a first reading.

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

AYES: Gierl, Schneider
ABSENT: Mayr

5) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3948** A Resolution Approving Revisions to the Mequon Aldermanic Ward Listing, Aldermanic Ward Map and Polling Site Designations, Due to Assembly Redistricting

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

AYES: Gierl, Schneider
ABSENT: Mayr

6) Discussion Items

a. Architectural Review Board Guidelines

Building Inspections Supervisor Hadley presented the Committee with examples of issues from the previous night's Architectural Board Meeting, i.e. detached garages and shed projects that require a window based on current guidelines. It is being proposed for the Development Team to be able to approve minor structures to streamline the process and for residents to get permits faster. It was decided that the Development Team would chunk out sections of the guidelines and present the proposed changes at the next meeting.

7) Work Calendar

a. Work Calendar

The Committee looked at the Work Calendar and decided they should wrap up topics that they had already started, like Administrator's Duties in Chapter 2 and Composting. Composting will be on the next meeting agenda as a discussion item. The Composting topic may need to go to Committee of the Whole first to see if there is Council support.

8) Adjourn

Alderwoman Schneider moved to adjourn at 6:09 P.M. and Alderman Gierl seconded.

Respectfully Submitted,

Carrie Enea

Attachment: PW Minutes 051022 (7431 : Public Welfare Committee 05-10-22 Meeting Minutes)

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

PUBLIC WORKS COMMITTEE
Tuesday, April 12, 2022
5:45 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Dale Mayr
Alderman Brian Parrish
Alderman Andrew Nerbun

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

2) Approval of Minutes

a. March 8, 2022 Minutes
RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Nerbun

AYES: Mayr, Parrish, Nerbun

3) Resolutions

Action requested: review and recommend approval

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

Alderman Parrish inquired how in future budgeting it would be included for the $35,000 and asked if it currently does not include it.

Director of Public Works/City Engineer Lundeen clarified the budget does include a field maintenance contract fee but it did not include enough funding for the additional fees added.
RESULT: **Approved [Unanimous]**

Attachment: 04-12-2022 Mins_Public Works (7460 : Public Works Committee meeting minutes of April 12, 2022)

MOVED BY: Alderman Parrish
SECONDED BY: Alderman Nerbun

AYES:	Mayr, Parrish, Nerbun

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

Alderman Mayr inquired on how many appraisals did the city get on our current one.

Fleet Superintendent Zeller stated the City received one specific from Fabick Cat based on the Wisconsin Surplus consumer site.

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

AYES:	Mayr, Parrish, Nerbun

c. **RESOLUTION 3950** A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management of the Passenger Vehicle Segment of the City's Fleet

Director of Public Works/City Engineer Lundeen stated last month staff introduced the idea of a lease agreement with Enterprise with unanimous approval o fthe Committee of the Whole to move forward with the agreement and structure. Staff understands there were some concerns, so staff was here to answer questions the Committee had before moving it to Council for approval. This included the memo from the Finance Department.

Alderman Nerbun stated the general concern was is it financially beneficial and the Finance Director addressed in a memo. The City could do this themselves as well.

Director of Public Works/City Engineer Lundeen stated previously she indicated if we were funded the City could do this ourselves. Typically when we trade vehicles or sell them they are significantly older with a lower resale value. This would allow us to sell fleet at a higher rate to take more advantage. The City is restricted on our own financial policies and how we can sell our own vehicles which Enterprise is not. This allows for the potential of more profit than our policies do.

Alderman Parrish stated their seemed to be a short term benefit and then there is an uncertainty based on the market and interest rates.

Director of Public Works/City Engineer Lundeen stated she did reach out to Ben from Enterprise on how to unwind ourselves from the agreement if the City would choose to not fund this. Each year there would be a review to decide how rates and the market are doing.

Attachment: 04-12-2022 Mins_Public Works (7460 : Public Works Committee meeting minutes of April 12, 2022)

The Committee discussed the enterprise program stating they would like a comparison on Enterprise and a conventional lease. Also the Committee discussed the concern of paying a lot of money up front and leaving it wide open at the end of the lease.

City Attorney Sajdak stated he would work with Finance to have the comparison set with more details.

Ben Walljasper of Enterprise Fleet Management was in attendance to answer questions the Committee had.

4) Discussion Items

Discussion and Possible Action

a. Prairie View Lane Drainage CIP Status Update

Director of Public Works/City Engineer Lundeen provided a status update on the Prairie View Lane Drainage and would answer any questions from the Committee.

b. 2022 Work Plan (4.12.22)

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

5) Adjourn

a. Motion to Adjourn at 6:29 PM.

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

AYES:	Mayr, Parrish, Nerbun

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 04-12-2022 Mins_Public Works (7460 : Public Works Committee meeting minutes of April 12, 2022)

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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, May 10, 2022
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call
Commissioner Nerbun called the meeting to order at 8:34 PM.

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

Also present were City Clerk Fochs, City Administrator Jones, City Attorney Sajdak, Director of Public Works/City Engineer Lundeen, Finance Director Engroff, Deputy Director of Utilities Driscoll.

2) Approval of Meeting Minutes

a. April 12, 2022 Minutes

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

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

3) Resolutions

Action requested: review and recommend approval

Attachment: 05-10-2022 Mins_Sewer Utility District Commission (7461 : Sewer Utility District Commission meeting minutes of May 10, 2022)

a. **RESOLUTION 3953** A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer Service Area

Director of Public Works/City Engineer Lundeen stated this amendment corresponds to the farm field adjacent to 10129/10133 North Swan Road. These parcels are not inside the Sewer Service Area, and an amendment is required to serve it with public sewer. In this initial request, the two homes adjacent to the Swan Farm Fields are also included. These property owners can decide as the City moves through the process whether they would like to be included in the Sewer Service Area or not. The Developer notified the City that following approval of the amendment, they are interested to pursue preliminary plat and a development agreement while the approval process continues with the Southeastern Wisconsin Regional Planning Commission, Milwaukee Metropolitan Sewerage District and Wisconsin Department of Natural Resources. Based on that, staff requested a conditional approval where the preliminary plat and development agreement do not vest rights until the Sewer Service Area Boundary Amendment is final and approved.

Resident Jane Cherako informed the Commission that she is on a holding tank and there is nothing closer to allow for the residents to get an easement to get to the sewer system. She requested that the Commission consider the shortest distance to allow a connection from her home to the new sanitary sewer system extension.

Director of Public Works/City Engineer Lundeen stated due to the timing the City did not want to pressure residents into the connection. The residents added into the Sewer Service Area are financially obligated to a Sewer Tax, and staff did not want to impose that on the residents if they are not otherwise interested and/or committed. As the City moves through the process, if the respective property owners commit to be included in the Sewer Service Area through the preliminary process, then the City would coordinate to make legal access to the Sanitary Sewer available through an easement as part of the Developer's design.

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

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider
DEEMED NO: Seat
NOT PRESENT: Strzelczyk

b. **RESOLUTION 3954** A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed $298,001

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

Attachment: 05-10-2022 Mins_Sewer Utility District Commission (7461 : Sewer Utility District Commission meeting minutes of May 10, 2022)

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider
DEEMED NO:	Seat
NOT PRESENT:	Strzelczyk

c. **RESOLUTION 3955** A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed $63,294

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

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

d. **RESOLUTION 3956** A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount of $587

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

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

4) Discussion Items

Discussion and Possible Action

a. Consideration of a Sanitary Sewer Refund Clause

Director of Public Works/City Engineer Lundeen stated the Water Utility is required by PSC to provide a refund clause for those building contribute developments that otherwise provide transmission main that the connection for anyone with a lateral connection to that main would pay their connection fee back to the developer through a refund clause. The City recently had an inquiry from a developer whether the Sewer Utility offers the same, it does not, and the inquiry was whether we were willing to consider one. Staff is looking for feedback whether this is a policy discussion the Commission would like to pursue or not. The City should also review the connection policy since it has not changed since the establishment of the Utility.

After brief discussion the Commission voted yes to pursuing a refund clause for the Sewer Utility.

Attachment: 05-10-2022 Mins_Sewer Utility District Commission (7461 : Sewer Utility District Commission meeting minutes of May 10, 2022)

5) Adjourn

a. Motion to Adjourn at 8:45 PM.

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

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 05-10-2022 Mins_Sewer Utility District Commission (7461 : Sewer Utility District Commission meeting minutes of May 10, 2022)

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

Attachment: Zoning Enforcement thru July 1, 2022 (7486 : Zoning Enforcement and Site Compliance

	A	B	C	D	E	F	G	I	J	K	L
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO	
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022		1	NO	
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		1	NO	
66	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022		4	NO	
68	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		1	NO	
69	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO	
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO	
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022		1	NO	
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022		4	YES	
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022		4	YES	
75	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022		4	YES	
76	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE STORAGE	3/31/2022	4/7/2022		1	NO	
77	5	RENTAL	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022		1	NO	
78	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGHLANDER MEQUON INC	LITTER	4/6/2022	4/13/2022		1	NO	
79	5	RENTAL	11558 N PORT WASHINGTON ROAD	METRO MARKET	LITTER	4/6/2022	4/13/2022		1	NO	
80	3	140860207000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022		#5 CITATION	YES	
81	3	140892402000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022		1	NO	
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022		1	NO	
83	3	141220004000	11912 N SOLAR AVE	JAMES MCNICHOL	PARKING	4/21/2022	4/28/2022		#5 CITATION	YES	
84	3	140870708000	11625 N VEGA AVE	ROBERT MACKIEWICZ	PARKING	4/21/2022	4/28/2022		1	NO	
85	3	140881402000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022		1	YES	
86	4	140840509000	4808 W HIAWATHA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022		1	NO	
87	2	141160010000	12335 N WOODFIELD CT	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022		1	NO	
88	3	140500102002	6714 W MEQUON ROAD	MICHAEL OR TRACY LALONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022		#5 CITATION	YES	
89	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION	YES	
90	2	141160010000	12335 N WOODFIELD COURT	JEFFERY OR SUSAN POMERANTZ	PARKING	5/17/2022	5/24/2022		1	NO	
91	5		11740 N PORT WASHINGTON ROAD	BANK FIRST	BANNER	5/17/2022	5/21/2022		1	NO	
92	5		13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	
93	3		6006 W MEQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	1 COMPLIANCE ACHIEVED
94	8		10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO	2 COMPLIANCE DATE NOT MET
95	2		3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO	3 WAITING ON REPLY
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENCE	5/25/2022	6/18/2022		EXTENSION	YES	4 EXTENSION GRANTED
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022			YES	5 ISSUED TO CITY ATTORNEY OFFICE
98	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE STORAGE	5/25/2022	6/15/2022		EXTENSION	YES	6 SCHEDULED COURT DATE
99	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022			YES	7 COURT RULING
100	4	140341600200	BAEHR AND COUNTY LINE/ NO ADDRESS	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022		EXTENSION	YES	8 PRETRIAL DATE
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		EXTENSION	YES	9 TRIAL DATE
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO	10 FINAL RULING
103	7	141510000500	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		EXTENSION	YES	11 ALTERNATE PROCEDURE
104	5	151030214001	12707 N EAST SHORELAND DRIVE	GARMAN LIVING TRUST	PARKING	6/15/2022	6/29/2022		1	NO	
105	5	151030211000	12731 N EAST SHORELAND DRIVE	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO	
106	4	140640202000	10811 N SHERWOOD DRIVE	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022			YES	
107	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	TRASH/LITTER	6/21/2022	6/28/2022		1	NO	
108	6	150710411000	11604 N HILLSIDE LANE	MICHAEL GMIREK OR SUZANNE PEPLINSKI	TURF GRASS	6/21/2022	6/28/2022		EXTENSION	YES	
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		EXTENSION	YES	
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRICK	PARKING	6/21/2022	6/28/2022		1	NO	
111	6	150630108000	11320 N VALLEY DRIVE	JONATHAN SCHULTZ	PARKING	6/21/2022	6/28/2022		1	NO	
112	7	140700083000	3327 BURGANDY COURT	LYNN VORBECK	PARKING	6/21/2022	6/28/2022			YES	
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022		EXTENSION	YES	
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022			YES	
115											
116											
117											
118											
119											
120											
121											
122											

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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: **July 12, 2022**
SUBJECT: **RESOLUTION 3963 A Resolution Approving a Development Agreement for The Green at Mequon, a 7-Lot Conservation Subdivision Located at the Southwest Corner of Villa Grove and Freistadt Roads**

Background

The applicant, Michael Perlewitz, is requesting development agreement approval for The Green of Mequon, a seven-lot residential development on the property located at the southwest corner of Freistadt Road and Villa Grove Road. The rezoning and concept plan were approved by the Common Council at the January 11, 2022, meeting and preliminary plat and development agreement were recommended by the Planning Commission at the June 28, 2022, meeting.

Analysis

The developer utilized the template development agreement, which was modified and submitted to City staff. Staff subsequently modified the document, specifically as it relates to the private lift station that will serve the development. The final version of the document is included in the packet.

The development agreement provides the opportunity to construct one (1) principal structure model building prior to final plat approval, with the understanding that the unit cannot be sold, or title transferred until the associated plat is recorded. This is consistent with the table approved as a part of the template document.

Fiscal Impact

The development agreement itself is fiscally neutral. The subdivision is served by a private lift station and private road on public water infrastructure. The tax and utility revenue will increase from that of the vacant parcel.

Recommendation

On June 27, 2022, the Planning Commission approved a recommendation in favor of approving the proposed development agreement by a vote of 6-2.

Attachments:
The Green at Mequon Development Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3963

A Resolution Approving a Development Agreement for The Green at Mequon, a 7-Lot Conservation Subdivision Located at the Southwest Corner of Villa Grove and Freistadt Roads

RECITALS

A. The Green at Mequon residential development consists of 7 lots to be located generally at the southwest corner of Freistadt Road and Villa Grove Road.

B. The Planning Commission recommended approval of the Development Agreement for the property on June 27, 2022.

C. The Development Agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

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

1. The Development Agreement for The Green at Mequon project is approved subject to any technical, clerical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

_____
Caroline Fochs, City Clerk

Document Number	**DEVELOPMENT AGREEMENT** Document Name	

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of April 21, 2022, by Michael J. Perlewitz, The Green at Mequon LLC (the "Developer") and the City of Mequon, a municipal corporation (the "City").

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the "Property").

B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the "Code") provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements.

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer's proposed development on the Property (the "Development"), the Private Improvements, as defined below, and other terms and conditions of the Development.

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

D. The schedule for the City's Public Works Department, and the City's budget, do not provide for installation of the Public Improvements, and absent this Agreement, there would be a considerable delay in the installation of the Public Improvements.

E. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Improvements. As defined in this Agreement, the following terms and phrases have the following meanings:

"Improvements" means the Private Improvements and the Public Improvements.

"Private Improvements" means all improvements in the Development required by this Agreement other than the Public Improvements.

"Public Improvements" means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs,

Attachment: The Green at Mequon Development Agreement (RESOLUTION 3963 : The Green at Mequon DA)

stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statues as Public Improvements.

2. Proposed Development Plan. The Development as proposed is depicted on the Developer's proposed development plan.

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on November 22, 2021. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the "Plans") prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below. The Developer shall not commence the Improvements until the Plans are reviewed and approved.

4. Corrections to Plans. The City Engineer may, at any time prior to Final Plat approval, require changes to approved Plans for any of the Improvements to the extent such changes are necessary to correct oversights, omissions or errors, to compensate for changing site conditions or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work necessitated by any such change entirely at its expense without any claim for reimbursement.

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City's Standard Specifications for Land Development and all applicable provisions of the Code and state and federal laws (each a "Regulation") in place at the time of preliminary approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

6. Changes in Regulations. Should any Regulation change within two years of the preliminary approval, the Developer may choose which version of the Regulation to follow if material work on the applicable Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

7. Grading, Drainage and Erosion Control Plans. The Developer shall submit grading, drainage and erosion control plans that:

(a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.

(b) Show 2' contours for both existing and proposed grades for building pads and any culverts and storm sewers.

Attachment: The Green at Mequon Development Agreement (RESOLUTION 3963 : The Green at Mequon DA)

(c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.

(d) Show minimum setback and offset dimensions and building grades approved by the City.

(e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.

(f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.

(g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes shown on the approved specimen tree plan and approved finished yard grades.

8. Stormwater Drainage Plans. The Developer shall submit stormwater drainage plans that:

(a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.

(b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.

(c) Show drainage easements by dimension and detailed cross-section.

(d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.

(e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.

(f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

(g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.

(h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

(i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

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(j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.

(k) Include, if the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

(a) The Developer shall submit a street tree plan which shall conform to the City's street tree ordinance. The street tree plan shall be subject to review and approval of the Tree Board and Planning Commission.

(b) The Developer shall submit landscape plans for all entryways, open spaces, public street cul-de-sacs and detention basin and retention pond buffers. Such plans shall be designed by a licensed landscape architect and shall be subject to review and approval of the Planning Commission. The City may have a licensed landscape architect review the submitted landscaping and open space plans.

(c) Pedestrian and bike paths may be required by the City. If so, pedestrian and bike path plans shall address the public use of the paths and maintenance. Details of such paths shall be subject to review and approval of the City Engineer. The location and use of such paths shall be subject to review and approval of the Planning Commission. Any public access path shall be subject to a ten foot (10') wide pedestrian and bike path easement. An eight-foot (8') wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

(d) The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission.

10. Street Plans.

(a) The Developer shall submit plans for all public and private roads, driveways and roadside sidewalks (if any). Such plans shall be subject to review and approval by the City Engineer and Fire Chief.

(b) Unless otherwise approved by the City, all public and private streets shall satisfy the following requirements:

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied following the construction of the binder course.

(ii) To the extent the Development will be constructed in phases, the plans shall show all cross connections being constructed in each phase. A temporary turnaround shall be shown on the plans for any street connecting into a future phase and for any street leading to any adjoining property.

(c) The plans shall show street name signs and regulatory/public safety signs (speed limit signs, stop signs and so forth) as required by the City Engineer. Street names shall be approved by the Planning Commission.

11. Sanitary Sewer System Plans.

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The Development will have a private sanitary sewer system. The private sanitary system is required to connect the public sanitary system. The plans for the system shall:

(a) Conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.

(b) Be designed to meet the ultimate needs of the Development.

(c) Show all sanitary sewer lateral locations.

(d) Include a right-of-way waiver for all private facilities installed within the City right-of-way.

12. Water System Plans.

(a) Supply System. The plans shall satisfy the following requirements:

(i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.

(ii) All water mains to be installed in a city road right-of-way or easement shall be subject to review and approval of the City Engineer.

(iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.

(iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

(v) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.

(vi) The mainline water main shall meet the standards in the Mequon Water Connection Policy.

(vii) Dead end mains must be terminated with a public hydrant and phasing plans.

(viii) Connection to the public main shall be performed without damage or modification to existing pavement unless otherwise approved by Engineering staff. If open cut is permitted, staff will determine the pavement repair limits pursuant to the City Standard Specifications for Land Development.

(b) Fire Protection.

(i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.

(ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

13. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

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CONSTRUCTION REQUIREMENTS

14. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

15. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

16. Direction by City Engineer. The Improvements shall be constructed in strict accordance with the requirements and direction of the City and the City Engineer or the City Engineer's authorized representative and shall be under and subject to constant inspection by the City Engineer or the City Engineer's representative.

17. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents. The Developer shall repair or replace, at the Developer's cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City and Final Plat approval.

18. Lien Waivers. As a condition of final certification by the City Engineer, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City paid receipts and lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

19. No Lot Assessments for Improvements. The costs and value of the Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any future lot assessment for the Improvements.

20. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.

21. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and setbacks shall be identified on the plat. Wetland boundary markers shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

22. Additional Erosion and Runoff Control Requirements.

(a) With respect to erosion and sedimentation control, the Developer shall install and construct the Improvements in compliance with the requirements of the Ozaukee County Land Conservation Guidelines (SCS) and the DNR's "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements. Temporary stormwater quality measures during construction activities shall include, at a minimum, the installation of silt fence and temporary sediment basins.

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade

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certification by the City or its designated agent. The City may request temporary mulching if ground is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method is to be used.

(c) The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

(d) The Developer shall protect all exposed soils with mulches, temporary annual grasses or erosion matting.

(e) The Developer shall not pile or permit excavated soil to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

(f) The Developer will periodically inspect the above-described systems and control measures, including after each rain event, and shall promptly maintain, repair and replace them to their originally approved condition.

23. Topsoil. Excess topsoil shall only be removed from the Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.

24. Additional Stormwater Drainage Requirements. Stormwater facilities shall be installed before impervious surfaces.

25. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for establishing the level of damage that occurs as a result of the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the cost, as determined by the City, for the estimated repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below.

(c) At the time of any extension of any street in the Development for which a temporary turnaround was constructed, the Developer shall remove the temporary turnaround and restore the area.

(d) The Developer shall provide and install street name signs and regulatory/public safety signs required by the Plans in the form required by the City.

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26. Additional Utility Requirements.

(a) The Final Plat shall include easements for sanitary, drainage, gas, electric, sewer, water, phone, cable television, internet and other utilities for provision of services to and from the Development.

(b) All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the Developer's expense. These documents shall be subject to review and approval of the City and shall be required at the time of Final Plat approval.

(c) The Developer shall provide proof of payment in full for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

(e) The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

27. Lot Pipe Certification. The Developer shall, prior to Final Plat approval, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

MODEL HOMES

28. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for 1 principal structure to be used as a sales model prior to approval and recording of the Final Plat.

(b) If the Developer is unable, despite reasonable efforts, as determined by the City in its sole discretion, to satisfy the paving requirements of Section 3.6 of the Standard Specifications for Land Development, the City will, upon application of the Developer and satisfaction of all other requirements for a building permit, issue a building permit for one model home prior to the installation of the binder course of asphalt in the adjacent dedicated public road or private access easement. The City shall not issue the building permit for such model home until stone base is installed and such stone base has successfully passed a proof roll. The stone base shall allow, as determined by the City in its sole discretion, access for inspections and emergency personnel. The City may cancel inspections if adequate access is not provided to inspections staff.

(c) The Developer shall not transfer title to any lot containing a model home until the Final Plat is approved and recorded as described below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

29. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement. The Developer shall provide the City a description of the organization of the proposed Association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements,

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including commonly owned outlots. Such documents shall be subject to review and approval of the City for consistency with the requirements of this Agreement. The Association shall be operating (with financial subsidization by the Developer, if necessary) before the sale of any part of the Development. All owners of any property in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. The Association shall have the power and authority to assess property owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the 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 accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association's responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

30. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; (e) private sanitary sewer system and private lift station pursuant to paragraph 38 below, and (f) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property, The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

31. Temporary Turnarounds. If any street constructed as part of the Development has a temporary turnaround for any future extension of the street beyond the Development, the Association shall remove such turnaround and restore the area in a manner acceptable to the City at the time the street is extended beyond the Development.

32. Stormwater Best Management Practices Maintenance Agreement. The Developer and the City shall enter into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

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(b) The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be adhered to by Developer and Developer's assigns and successors in interest:

(i) Provide normal and customary cleaning and maintenance to the detention basins and ponds (whether one or more) located in the Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.

(ii) Dredging of the storm water facilities shall require permits and approvals under Wisconsin Statutes Section 30.20 to remove materials from the bed of a pond ultimately connected to Lake Michigan from the DNR.

(iii) All weed, algae and other biological control utilizing chemical treatments shall be made consistent with the regulatory requirements that apply to the use of EPA/State Registered Chemicals in detention basins and ponds or lakes and regulations of the DNR. With few exceptions, a permit must be filed with, and approved by, the DNR prior to chemical treatment. In certain circumstances, a representative of the DNR will monitor or supervise the chemical treatment. Developer should contact the DNR for additional information.

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring ownership to the Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

(v) Initial certification of the detention basins and pond (whether one or more) shall be submitted with an as-built record drawing.

(vi) All detention basins and ponds shall be inspected in compliance with the inspection report form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions
- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in

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accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the "Stormwater Guarantee") to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities upon submission of a certification in accordance with Section 58-678(h) of the Code.

(viii) Not less than 90 days prior to the final expiration of the Developer's Stormwater Guarantee obligations, or at such time as the Developer shall convey the outlots or common areas in or on which are located the stormwater drainage and storage facilities, including detention basins and ponds, to the Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basins and ponds recertified as described above.

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

(x) The City Engineer has the authority to stop work, amend or alter remediation measures to the detention basins and ponds. Failure to comply will result in the issuance of a municipal citation with a forfeiture as prescribed by law, an action for injunction or mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.

(xi) The Association shall be responsible for recertifying the detention basins and ponds as and when required under the Code, to correct all deficiencies in such facilities and to comply with all other provisions of the Code related to such facilities.

(xii) The agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, personal representatives, successors and assigns, including without limitation the Association. The agreement shall specifically include this language and shall not be incorporated by reference. The agreement shall be recorded with the Ozaukee County Register of Deeds.

33. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the "Covenants"). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

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(b) Notify future lot owners of the obligations set forth in paragraphs 34 to 38 below.

OBLIGATIONS OF BUILDER/LOT OWNER

34. Compliance with Grading Plan. Any person who constructs a building in the Development shall be responsible for siting the principal building and rough and fine grading the building pad to comply with the master grading plan.

35. Sump Pump Discharge and Roof Drainage Plan. Any person who constructs a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with Storm Water Management Plan approved by the City Engineer.

36. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

37. Sanitary Sewer Laterals. The Development is served by a private sanitary system which discharges into the public sewer. Lateral locations shall not deviate from the approved plan unless first approved by the City.

38. Private Sanitary Sewer Collection System and Private Lift Station.

(a) The Development will be served by private laterals discharging into a private interceptor main, which connects to a private lift station. The private lift station discharges into the public sanitary sewer infrastructure.

(b) The design for the private system is regulated by NR 110, SPS 382, and the Code, and is subject to state approval.

(c) Any person who connects to the private system shall be responsible for design, construction, repair, operation, maintenance, and inspections of the private sanitary sewer infrastructure including, but not limited to the lift station, force main, and associated facilities.

(d) Such maintenance may include, but not be limited to, providing normal, usual and customary cleaning and maintenance, which may include structure and main line inspections or televising, pump testing and monitoring, valve inspection, corrosion protection system inspection, filter cleaning, gate valve exercising, generator testing, cleaning debris from lift station, and maintaining surrounding grass areas and landscaping so that the private sanitary sewer, lift station, force main, and related facilities continue to meet the same performance standards in accordance with which they were originally constructed as provided in relevant sections of NR 110, SPS 382, and the Code.

(e) The lift station shall be maintained to the manufacturer's operation and maintenance specifications.

(f) The lot owners shall be responsible to complete a private lift station condition assessment a minimum of every two years.

(g) Condition assessments shall be maintained by the lot owner and provided to the City for verification of compliance.

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(h) If, in the opinion of the City engineer of the City of Mequon, the lot owner fails to repair or maintain, or recertify the private sanitary sewer, lift station, force main, and associated facilities in accordance with relevant sections of NR 110, SPS 382, and the Code, the City may give the lot owner written notice requiring that the failure be cured within thirty (30) days (or such other reasonable period of time) thereafter.

(i) If lot owner fails to comply with the demands of the notice, the City shall have the right but not the obligation to enter upon the property to provide the required repair, maintenance or recertification, and to charge the cost thereof, including administrative charges, to the property pursuant to Section 66.0627, Wisconsin Statutes.

(j) In exercising its obligations hereunder for future maintenance, repair, replacement and recertification, to the extent such work causes or results in removal of or damage or destruction to landscaping plantings, features, elements or amenities of a landscaping plan approved by the City of Mequon, lot owner shall cause the replacement of said landscaping plantings, features, elements or amenities, unless the reestablishment of the same, or a particular part thereof, would be deleterious to the private sanitary sewer, lift station, force main, and associated facilities, and the City of Mequon agrees to such omission.

(k) Notwithstanding the language of paragraph 30 which contemplates the Association completing the work required hereunder for all of the lots within the Development, the requirements of this paragraph shall apply jointly and severally to lot owners and their successors and assigns.

WARRANTIES AND INDEMNIFICATIONS

39. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City's acceptance of the dedication, and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the warranty period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. The Developer guaranties each repair or replacement performed pursuant to this paragraph for one year from completion. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

40. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

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41. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

42. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

43. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

44. Special Assessments. No special assessments are contemplated in connection with the Development.

45. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

46. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City on or before June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default,

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as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

47. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

48. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts or as otherwise required by Wisconsin Statutes Section 236.13. The letter of credit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

49. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

50. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to $1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of

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the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

51. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined above, prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

52. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of $1,400.00 (7 lots or units @ $200 per lot or unit) prior to Final Plat approval.

53. Developer's Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer's election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

54. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

55. Final Plat Approval

(a) The Common Council shall grant Final Plat approval upon certification by the City Engineer that (i) all of the Improvements have been satisfactorily inspected by the City Engineer and the Department of Community Development which have found that the Improvements have been satisfactorily constructed, installed and completed in accordance with this Agreement; (ii) the Developer has satisfied its financial obligations, including providing required letters of credit and other guarantees; and (iii) the Developer has satisfied all other requirements of this Agreement and the Development and Final Plat meet the requirements of this Agreement, the Code and applicable state laws.

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain of the Improvements not being completed provided escrows have been established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

56. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all

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liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

57. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

58. Events of Default**.** The occurrence of any of the following shall constitute an "Event of Default":

(a) Payments. The Developer fails to pay any amounts payable under this Agreement to the City when due.

(b) Non-Monetary. The Developer fails to observe or perform as and when required or breaches any of the covenants or agreements contained in this Agreement and, except as described below, such failure continues for 15 days after notice from the City of the failure (except as described for letters of credit). The City shall not be required to provide notice, or may shorten or eliminate the 15-day cure period, if the City determines in its discretion that the failure constitutes an imminent danger to health or safety or would constitute such an imminent danger in less than 15 days. The City may, in its sole discretion, provide in the notice for a cure period of longer than 15 days if the City determines that such longer cure period is warranted.

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

(d) Creditors' Actions. Any involuntary proceeding is filed against the Developer that seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 30 days of the date filed.

59. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

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(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.

(g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.

(h) Exercise all other rights and remedies available to it at law or in equity.

60. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

61. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

62. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

63. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

64. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

65. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

66. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

67. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

Attachment: The Green at Mequon Development Agreement (RESOLUTION 3963 : The Green at Mequon DA)

68. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

69. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

Attachment: The Green at Mequon Development Agreement (RESOLUTION 3963 : The Green at Mequon DA)

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
Andrew Nerbun
Mayor

By: _____
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by Andrew Nerbun, Mayor of the City of Mequon.

_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by Caroline Fochs, Clerk of the City of Mequon.

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_____
Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

Approved by: _____
Brian C. Sajdak, City Attorney

Attachment: The Green at Mequon Development Agreement (RESOLUTION 3963 : The Green at Mequon DA)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

_____

By: _____
Name: Michael J. Perlewitz
Title: The Green at Mequon LLC Owner and Developer

_____

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 2022, by Michael J. Perlewitz, The Green at Mequon LLC.

_____

Name: _____
Notary Public, Ozaukee County Wisconsin
My Commission (expires) (is) _____

Attachment: The Green at Mequon Development Agreement (RESOLUTION 3963 : The Green at Mequon DA)

EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND

_____

The Green at Mequon LLC

Legal Description

That part of the Southwest 1/4 of Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the South 1/4 corner of said Section 13; thence North 89 degrees 09 minutes 04 seconds West, 419.76 feet along the South line of said Southwest 1/4 to the point of beginning; thence continue North 89 degrees 09 minutes 04 seconds West, 545.46 feet along said South line; thence North 00 degrees 50 minutes 56 seconds East, 929.95 feet at right angles to said South line to the center of Freistadt Road; thence North 49 degrees 09 minutes 56 seconds East, 622.71 feet along the center of Freistadt Road; thence South 89 degrees 40 minutes 39 seconds East, 92.14 feet along said center of Freistadt Road to the Northwest corner of Parcel 2 of a Certified Survey Map recorded in Volume 1 on page 99 of C.S.M.'s; thence South 01 degrees 20 minutes 57 seconds East, 1344.96 feet along the West line of said Parcel 2 to the point of beginning. Subject to a right of way and road over the following described premises; Commencing at a point 422.5 feet due West from the 1/4 post between Section 13 and 24, thence in a straight line parallel to the section line North 1340 feet to the so-called Highway M; thence West 50 feet, thence South parallel to the Section line 1340 feet, thence East 50 feet to the point of commencement.

Tax ID No. 14-013-12-005.00

Attachment: The Green at Mequon Development Agreement (RESOLUTION 3963 : The Green at Mequon DA)

11333 N. Cedarburg Road
Mequon, WI 53092-1930
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: **June 27, 2022**
SUBJECT: **ORDINANCE 2022-1625 An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to Maintenance Responsibilities and Green Infrastructure Requirements, in Connection with the City's Certification of Stormwater Facilities**

Background

The intent of the proposed text amendment is to address two subjects:

- Stormwater Facility Maintenance
- Milwaukee Metropolitan Sewerage District (MMSD) Green Infrastructure Requirements

Please note that the revised joint Municipal Separate Storm Sewer System (MS4) permit for the City of Mequon and Village of Thiensville will come into effect in August. Accordingly, new permit requirements will result in another amendment to the City's stormwater ordinance. However, to address administration in the interim, the proposed amendment is necessary.

Analysis

As indicated, the ordinance proposes two fundamental amendments.

Stormwater Facility Maintenance

For new development or redevelopment projects which trigger stormwater requirements, applicants are required to execute a Stormwater Maintenance and Easement Agreement designating the responsible party. The responsible party is required to administer the stormwater facility certifications, as well as operate and maintain the stormwater facility. In the absence or failure of the responsible party, the City has the right to complete the work and special charge the property owner(s) for the cost.

Prior to the current application process, some stormwater management plans were approved absent a formal Stormwater Maintenance and Easement Agreement. As the City administers the required stormwater facility certification process, some residential developments operate without a homeowner's association. Without a more formal designation, the individual property owner of the lot where the stormwater facility is located could be responsible for the stormwater facilities of the development. The proposed language amends Section 58-678 to distribute the responsibility among all applicable lot owners.

MMSD Green Infrastructure Requirements
In July 2020, MMSD amended its *Chapter 13: Surface and Stormwater Rules* requiring green infrastructure to be installed as a stormwater control measure for new impervious surface exceeding 5,000 square feet, but less than one-half acre, which triggers a full stormwater management plan. Current City ordinances do not include this requirement. The proposed ordinance amends Section 58-674 to pass this requirement through to property owners, as required of the City by MMSD.

The current ordinance requires that stormwater facilities, including green infrastructure, are subject to a drainage financial guarantee. As the MS4 permit holder, and administrator of MMSD Chapter 13 requirements, if the City fails to compel installation of stormwater facilities per ordinance, the City would be responsible for installing the required stormwater facilities. Therefore, applications require a drainage financial guarantee, which is released upon certification that the stormwater facility was constructed per design.

While the drainage financial guarantee is a critical tool in compelling compliance, green infrastructure can be designed and installed without the need for a professional engineer. However, the current ordinance requires a cost estimate be signed and stamped by a professional engineer. Staff further proposes an amendment that would allow the drainage financial guarantee for green infrastructure to be a value established with the fee structure, not requiring a professional engineer.

Accordingly, a fee schedule amendment will accompany this proposed ordinance amendment when it is considered for adoption by the Common Council in August.

Fiscal Impact
The stormwater facility maintenance amendment distributes the cost evenly among benefitting properties, as originally intended. It potentially reduces the fiscal impact to those property owners bearing sole responsibility for the stormwater facility.

The green infrastructure amendment would reduce the cost for applicants submitting plans that do not require a professional engineer for design and potentially reduces the financial obligation when charged as a flat fee. Green infrastructure drainage financial guarantees for the past two years have ranged from approximately $4,000-$16,000, typically for single family home residences. By establishing a flat fee, the fiscal impact could be reduced, but would also be understood prior to issuance of a building permit.

Recommendation
On June 27, 2022, the Planning Commission recommended approval of the proposed ordinance amendments by a vote of 8-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1625

An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to Maintenance Responsibilities and Green Infrastructure Requirements, in Connection with the City's Certification of Stormwater Facilities

RECITALS

A. The Common Council previously adopted Chapter 58 of the Mequon Municipal Code, which includes regulations concerning stormwater management practices.

B. The Planning Commission and the Common Council desire that the City of Mequon regulations concerning stormwater management practices be consistent with other regulatory agencies.

C. The regulation of stormwater management practices 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 58-674 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 58-674. - Land disturbing activities subject to erosion, sediment, on-site detention and runoff control.

(d) Development or redevelopment that will increase impervious surface by an area equal to or greater than 5,000 square feet but less than 21,780 square feet (one-half acre), on a net basis, shall include green infrastructure as required by MMSD Rules Chapter 13: Surface Water and Stormwater. If the new impervious surface is within a residential subdivision for which MMSD has approved a stormwater runoff management plan, then no additional stormwater runoff management is required.

~~(d)~~(e) Erosion and sediment control regulations for lands not otherwise subject to this section. Any owner, occupant or user who permits erosion, sediment deposits, tracking or dropping of dirt on adjacent land, public streets or bodies of water from land not otherwise subject to this section, shall be deemed in violation of this section and subject to the penalties provided in chapter 2 of this Code of Ordinances.

SECTION II

Section 58-678 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 58-678. Best management practice ("BMP") maintenance.

(a) All BMPs shall be maintained and cared for by the developer and subsequently, at such time as the developer passes control of the property and responsibility for general maintenance to a homeowner's association, condominium association, or owner(s) (the "responsible party"), by such responsible party. If a homeowner's association or condominium association is not created or later ceases to exist, and no specific owner(s) are specified in any recorded document as the responsible party, the responsible party shall be each lot in the subdivision or each condominium unit. If a subdivision or condominium was created in phases, all phases shall collectively be considered one subdivision or condominium for purposes of this Section.

(b) If, in the opinion of the City of Mequon, ~~either~~ the developer ~~or~~and the responsible party fail to maintain such BMP, the city is authorized to give the developer and/or the responsible party written notice requiring either or both within 30 days thereafter~~,~~ to cure the failure and to maintain and to provide the required care. If the developer and/or the responsible party fails to comply with the demands of the notice, the city shall have the right to provide the required maintenance and to include in the annual tax bill for each lot in the subdivision or condominium unit a proportionate share of the cost of such maintenance.

SECTION III

Section 58-677(b) of the Mequon Municipal Code is hereby repealed and replaced to read as follows:

(b) Drainage financial guarantee.

(1) *Establishment of the guarantee.*

a. The city engineer shall require the submittal of a financial guarantee, the form and type of which shall be acceptable to the city.
b. The financial guarantee shall give the city the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the city that the requirements of this ordinance have not been met.
c. For land disturbing activities listed in Section 58-674(c): The financial guarantee shall be in an amount equal to 125 percent of the estimated cost of construction and maintenance of the stormwater management practices, as determined by the city, during the period which the designated party in the maintenance agreement

has maintenance responsibility. The applicant shall provide to the city engineer the estimated costs of construction and maintenance which shall be calculated, stamped and signed by a professional engineer registered in the State of Wisconsin.

d. For land disturbing activities listed in Section 58-674(d): The financial guarantee shall be in the amount listed in the City's Fee Schedule.

(2) *Conditions for release.*

a. The city shall release the portion of the financial guarantee established under this section, less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with section 58-678(h). The city may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

b. The city shall release the portion of the financial guarantee established under this section to assure maintenance of BMPs, less any costs incurred by the city, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

SECTION IV

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 V

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

SECTION VI

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

_____

Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

Caroline Fochs, City Clerk

Published: _____

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

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

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **July 12, 2022**
SUBJECT: **ORDINANCE 2022-1626 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Allow Event Planning Services with Facilities as a Permitted Use within the Town Center Zoning District**

Background

The applicant, Kim Angeli of *Let's Celebrate,* is requesting a text amendment to allow *Event Planning Services with Facilities* as permitted in the Town Center Zoning District. This request is due to interest from a perspective tenant to locate in the Riversite property located at 11120 N. Cedarburg Road.

Such a use can be considered under a broader use category of performing arts, entertainment and sports or amusement and recreation. Currently, the Town Center zoning district allows the following uses that also fall withing these categories:

- Performing arts studios and schools
- Community centers
- Art supply, artistic studios or galleries
- Sports and fitness centers

There are also some similarities in operations to catering services, tutoring services or an art/pottery studio, which are also permitted in Town Center. Event Planning Services with facilities would allow a full service venue in which customers can receive consultation, planning and coordinating, staging, storage of materials and themed decorations and a location in which to host the event.

Analysis

Staff supports small scale operations and finds the use to be compatible with the Town Center Zoning District, given its similarities to other permitted uses listed above. Staff recommends the use be limited in scale to 3,000 square feet, just as sports and fitness centers are and like some personal service uses that are currently operational within the TC Zoning District. In the interest of controlling event space versus storage and distribution, staff recommends an additional specific development standard limiting the amount of total storage square footage to no greater than 20% of the total floor area.

Fiscal Impact

The text amendment is fiscally neutral.

Recommendation
The Planning Commission recommended approval on June 27, 2022 by a vote of 8-0.

Attachments:
Table 58 301 Uses (DOCX)
Appliction Material (PDF)
Specific Development Standards (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1626

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, to Allow Event Planning Services with Facilities as a Permitted Use within the Town Center Zoning District

RECITALS

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statues, the City of Mequon previously adopted a comprehensive zoning code for the City which includes the TC town center district under Section 58-301 of the Municipal Code.

B. An applicant has sought a text amendment to the TC town center district regulations to allow for an event planning use.

B. The Planning Commission, by a majority vote, adopted a recommendation to approve the text amendment on the 27th day of June 2022.

C. Following due notice and a public hearing by the Common Council, the Council finds that the proposed amendment is consistent with the City's comprehensive master plan and that the amendment would further 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

Table 58-301 Uses, which established the uses within the TC Town Center Zoning District and Section 58-303 Specific Development Standards are amended as attached in Exhibit A.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

Caroline Fochs, City Clerk

Published: _____

ORDINANCE: EXHIBIT A

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Office and Clinic:		
Office	P	
Medical clinics	P	
Financial institutions	P	✓
Institutional and Public Uses:		
Public libraries	P	
Public parks	P	
Public administrative offices and service buildings	P	
Performing arts school and studios of 2,000 square feet or less	P	
Public and private schools of 2,000 square feet or less	P	
Private lodges and clubs	C	
Community center	C	

Attachment: Table 58 301 Uses (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Public parking facilities, non-accessory	C	✓
Residential Uses:		
Home occupations	P	
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 and Services:		
Stationary stores	P	
Antiques, collectibles, gift or florist stores	P	✓
Toy, hobby or game store	P	
Graphic design	P	

Attachment: Table 58 301 Uses (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Interior design services	P	
Paint/wallpaper store	P	
Event planning services with facilities	**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	
Photocopying, film development, printing and publishing, packaging store of 4,000 square feet gross floor area or less	P	
Video stores of 4,000 square feet gross floor area or less	P	
Bookstores and newsstands of 2,000 square feet gross floor area or less	P	

Attachment: Table 58 301 Uses (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Home furnishings/accessories 4,000 square feet 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 square feet or less	P	
Farmers market	P	✓
Confectionary (chocolate, ice cream, candy) 2,000 square feet or less	P	
Specialty food stores	P	
Tobacco, cigar or nicotine product/e-cigarette shop 2,000 square feet or less	P	
Beer, wine or liquor store	P	
Convenience store w/o gas	C	

Attachment: Table 58 301 Uses (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Grocery store	C	
Car wash facility	C	✓
Animal hospitals and veterinary clinics	P	✓
Food and Beverage:		
Catering services	P	
Bakeries, retail	P	
Coffeeshop of 2,000 square feet gross floor area or less	P	✓
Delicatessen of 2,000 square feet 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	✓

Attachment: Table 58 301 Uses (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w

Zoning Text Amendment

CITY OF MEQUON, WI

LET'S CELEBRATE
EST. 2022

Attachment: Appliction Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Purpose of Text Amendment

- We are here to ask for a text amendment to the Town Center zoning to include our small business of party planning and studio. Although part of our business qualifies into the current zoning of office and professional services. Specific text around party and event planning and hosting events at our studio is not clearly defined in the current zone.

Zoning Usage for 11122-A N Cedarburg Rd.

- Office & Professional Services
- Currently Zoned for above location
  - Party Staging for at Home and On Location Parties
  - Similar to **INTERIOR DESIGN** – we would use the above location as our office, and storage to plan and design our at home/location parties.
  - Consultation Meetings – we would use our office for meeting with clients and planning of events.
- Party Studio
- Not currently defined in Mequon zoning for above location.
- 884 sq ft party room
- Private – goal size is 8-12 kids or up to 30 with adults.
- Features:
  - Parent Viewing Lounge
  - Decorations to transform to desired theme
  - Tables, Chairs, and Paperware
  - Innovative tech

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

OWNER – Kim Angeli

- Thiensville resident since 1987, (Mequon for 3 years)
- Moved back after college in 2001 to raise my family in the community
- Graduate of Wilson Elementary, Steffen Middle School, and Homestead High School
- University of Wisconsin – LaCrosse graduate in Business Administration with emphasis in Marketing and Human Resources
- 22 years as certified Senior Professional in Human Resources
- Married for 20 years with 2 kids, Junior and Freshman at Homestead

ABOUT – Let's Celebrate

- Formed in February 2022
- NAICS Code: 812990 All Other Personal Services
  - Let's Celebration, LLC is part of the Party Planning Professional Services industry.
- Limited Liability Corporation
- Address: 11122-A N. Cedarburg Road, Mequon, WI 53092

Let's Celebrate brings the surrounding areas a new way to celebrate birthdays and other life events. We combine traditional party experiences with creativity and innovation. Our goal is to help families create lifelong memories by celebrating their loved ones.

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Why Let's Celebrate?

- The pandemic has changed how we celebrate birthdays, bridal/baby showers, and anniversaries. Granted people have found creative ways to celebrate from car parades, to zoom calls or decorating the yard. **However, now more than ever we need more celebrations!**
- Eager parents want to make up for lost time because they missed their kids' big birthday party the last couple of years. **Celebrating Birthdays and other milestones raise spirits and encourage a brighter future.**
- We can show our love and be present by creating special memories. The birthday celebration serves as a symbol of belonging and social cohesiveness and provides the celebrant with a sense of importance.

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Unique Way to Celebrate

- The current options for birthday parties involve sports or high energy expulsion.
  - My kids were always overwhelmed by these places when they were younger.
  - As a parent these were also overwhelming because they want you in and out for the next party.
  - If your child isn't into a sport or other high energy activity, options were limited.
- Let's Celebrate offers a new way to celebrate.
  - At home parties, On location and at our Party Studio
  - Themed decorations and activities to celebrate the birthday person's interest.
  - Bring out imagination and highlight other interests (art, science, creativity, etc.)

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Community Involvement

- For events that require food, we plan to use local catering such as pizza, subs and more. (i.e. Mequon Pizza Co, Dominos, Jimmy Johns, Subway, Cousins, Downtown Pizza, Cluckery, Public Market, and more)
- We plan to use local bakeries from the area to provide birthday desserts. (i.e. Mila's Bakery, Delicately Delicious, Sendiks, Truffles, Happy Dough Lucky and more)
- Guests of Kids attending the party can stay and watch or visit local area businesses such as Mr. B's, Foxtown/Annex, and Public Market

Party „Studio"

Example Parties to be hosted at our Studio

Party Studio

- Rentable Studio to host celebrations and birthday
- Small – approximately 884 sq ft
- Small events: kids birthday, milestone adult birthday, baby shower, bridal shower, baby shower, graduation, retirement, etc.
- Infuse traditional decorations with digital technology
- Party games, crafts or activities
- Incorporate photos and party favors

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Why a Party Studio?

- We take care of all the details.
- Parents won't have to buy a variety of decorations and store them.
- The mess is at our place, and we'll clean / sterilize between parties.
- Small and dedicated to one party.
- Blank Slate - Unique theme for each child, can change every year.
- Unique craft or activity to match theme.
- Customer Service and Party Host so Parents can enjoy the event and not have to manage it
- Use of digital projection / technology to enhance theme (See Ninjago theme in previous photo)

Professional Services & Office

Attachment: Appliction Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Service Offering – At Home Parties

- Due to COVID, and considering those concerned with your typical current party options (large facilities with multiple parties), **we created at home parties.**
- Ozaukee County residents can hire us to bring the party to them. We bring and set-up all the supplies and decorations and clean up! It's kept in their own home with their small guests.
- Party Options: Birthday Party, Sleepover Tent Parties, Graduation Parties

Sleepover Tent Parties

Attachment: Appliction Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Service Offering – On Location

- For Large or Small Events, we can provide a variety of services onsite such as at their home, a park, another venue. Examples include:
  - Derby Theme Decorations for MTEF at Shully's
  - Shamrock Theme Charity in Madison at a hotel
  - Graduation Party in garage at Mequon resident
- **Party Services:** Photo Booth Backdrop, Lemonade Stand, Candy Stand, Banners and Centerpieces, Balloon Garland or Stand
- **Celebration Reasons:** Charity Events, Business Openings, Bar and Bat Mitzvah, Graduation, 30th, 40th, 50th etc. Adult Birthday Parties, retirement parties, Anniversaries,
- **Location Options:** Business Openings, Parks, Hotel or Other Venue,

On Location Events

Attachment: Appliction Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Additional Information

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Operations

- Opening - Estimated move in date is July 1, 2022.

- Business Hours

Monday -	Closed
Tuesday -	9-4pm or by appointment
Wednesday -	9-4pm or by appointment
Thursday -	9-4pm or by appointment
Friday -	Bookings appointment, 5 - 9pm
Saturday -	Bookings appointment, 8 - 9pm
Sunday -	Bookings appointment, 8 - 4pm

- During the week we have office hours and consultation appointments. We could theoretically book evening events Monday – Thursday however unlikely or rare occurrences.

- We are planning to book one event Friday night, and two – three on Saturdays, and one – two on Sundays.

Operations

- Low impact on parking as current building provides parking.
  - Parents of guests can drop off and explore other area businesses.
- Employees:
  - Myself, Kim Angeli, Owner
  - 1 Part-time party designer
  - Party helpers which would include 1-2 staff members to assist during an event

Attachment: Application Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

Future Service Offerings

- A future service offering we'd like to offer are "holiday" programs for kids. This would involve making a craft or activity for holidays. Examples include:
  - Mother's Day Gifts
  - Friendship Bracelets for Friendship Day
  - Earth Day Craft
  - Father's Day Gifts
  - Decorations or "Make and Takes" for all Holidays

Thank you for your time.

Kim Angeli

Attachment: Appliction Material (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

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:

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.

Event planning services with facilities. An event planning service with facilities is an establishment offering a full-service venue including consultation, planning and coordination, staging and storage of materials, furniture and themed decorations and includes a space in which to host the event. Any facility is limited to 3,000 square feet in total and no more than 20% of the gross floor area shall be utilized for storage and distribution of materials.

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.

Attachment: Specific Development Standards (ORDINANCE 2022-1626 : TC Use Amendment Event Planning w Facilities)

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

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

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **July 12, 2022**
SUBJECT: **ORDINANCE 2022-1627 An Ordinance Repealing and Recreating Section 2-63(d) of the Mequon Municipal Code, Relating to Mayoral and Aldermanic Vacancies**

Background

As part of the vacancy created by the results of the 2022 mayoral race, it was determined that the Municipal Code was ambiguous on a couple of points and also potentially inconsistent with the applicable statute on filling vacancies. Specifically, Section 2-63(d) of the Municipal Code is unclear as to whether it would allow the filling of a vacancy by election as allowed by statute, or if it required the Common Council to make an appointment. Further, it is also unclear on the question of whether the Committee of the Whole is to make a recommendation to the Council. Based upon direction received at the June Common Council meeting to fill the current District 8 vacancy by special election, the Code should be updated to address these issues.

Analysis

The proposed ordinance makes the changes to address the ambiguities noted above. First, it makes it clear that the Council can address a vacancy in any manner authorized by statute, which includes appointment, a special election, or to leave the seat vacant until an election can be held. Second, the proposed ordinance adds language that the Committee of the Whole recommends a candidate to the Common Council, which is consistent with both past practice and other provisions of the Code. Finally, the current code section is silent as to how a mayoral vacancy would be filled. Given that the applicable statute applies to both mayoral and aldermanic vacancies, the proposed ordinance adds a reference to the mayor in the Code to likewise make it consistent with the statute.

Fiscal Impact

None.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on July 12, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1627

An Ordinance Repealing and Recreating Section 2-63(d) of the Mequon Municipal Code, Relating to Mayoral and Aldermanic Vacancies

RECITALS

A. The Common Council previously adopted Section 2-63(d) of the Municipal Code relating to aldermanic vacancies.

B. As part of the vacancy created by the results of the 2022 mayoral race, it was determined that the Municipal Code was ambiguous as to whether it would allow filling the vacancy by an election as allowed by statute or if it required the Common Council to make an appointment.

C. The Common Council desires to eliminate this ambiguity and to make the Code consistent with the statutes.

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

SECTION I

Section 2-63(d) of the Mequon Municipal Code is repealed and recreated to read as follows:

(d) Mayoral or Aldermanic vacancy.

(1) When a vacancy shall occur in the mayoral or an aldermanic office, the common council may fill such vacancy in accordance with Wis. Stat. § 17.23. The city clerk shall announce the vacancy at the first regularly scheduled meeting of the common council following occurrence of the vacancy, and the common council shall select the manner of addressing the vacancy.

(2) If the council desires to fill the vacancy by appointment, whether for the residue of the unexpired term or until a special election is held:

a. The council shall direct the city clerk to advertise said vacancy in the official newspaper. The advertisement shall be placed in at least two editions not less than one week apart, and shall state the time for submission of applications to fill said

vacancy to the clerk, who shall forward the same to the common council, or a special committee thereof constituted for the purpose of reviewing the same and making recommendations.

b. Following the close of the application period, the common council shall meet as a committee of the whole for the purpose of interviewing all applicants who submit the required application, and recommend a candidate for appointment to the common council. Said meeting shall occur within 14 days of the close of the application period.

c. At the next regular common council meeting which follows the meeting of the committee of the whole, the council, by a majority vote, shall select one of the applicants to fill the vacancy.

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

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

SECTION V

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

_____

Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

_____

Caroline Fochs, City Clerk

Published: _____

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Mequon, WI 53092
Phone: 262-236-2941
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www.ci.mequon.wi.us **Office of Administration**

TO: **Common Council**
FROM: **William Jones, City Administrator**
DATE: **July 7, 2022**
SUBJECT: **RESOLUTION 3964 A Resolution Approving Adoption of the City of Mequon Strategic Plan for 2022-2025**

Background

Last October, the Common Council approved a consulting agreement with *SBrand Solutions* of Fort Collins, Colorado, to assist the City in establishing an inaugural strategic plan over the next 3-5 years. Following *SBrand's* review of key documents relevant to the City's goal of developing a multi-year plan, as well as the completion of surveys and interviews with members of the Common Council and the City's Senior Executive staff team, a one-day strategic planning retreat facilitated by *SBrand's* principal, Sheryl Trent, was conducted in early February. During the workshop, assembled Council members and staff worked collectively as well as in small groups to identify key focus areas, priorities, needs and projects for completion over the next few years. In turn, the information produced during this day-long retreat has since been incorporated into a proposed strategic plan for the period 2022-2025.

Analysis

Key elements of Mequon's inaugural Strategic Plan include updates to the City's Vision, Mission and Values, as well as the identification of five (5) Key Focus Areas listed below:

- Capital Improvements
- Customer Service
- Financial Stewardship
- Public Safety
- Quality of Life

Within each of these focus areas, the document contains specific Goals, Outcomes and Projects that will drive much of the work that the organization pursues in the coming years to support its public service delivery mission. Further, these elements will also constitute the basis by which the organization measures its own effectiveness towards implementing and/or achieving identified benchmarks contained within the Plan.

Earlier this spring, a draft plan was shared with City department heads, who met with Ms. Trent in May to provide feedback and comments. Thereafter, the plan was forwarded to members of the Common Council and reviewed with Ms. Trent at the Council's Committee of the Whole meeting on June 12. Since this time, comments received from Council members have been incorporated into the final version now proposed for adoption.

Fiscal Impact

Pending approval of the City's 2022-2025 Strategic Plan, City staff will be working to formalize an Implementation Plan to address each of the elements contained within the five Key Focus Areas. It is anticipated that a first review of the Implementation Plan will occur later this fall, in conjunction with planned updates that will be provided to the Common Council on a quarterly basis.

The approved Strategic Plan will also be used to guide decision-making during the City's annual budgeting process each fall, and in connection with other long-range financial and capital planning efforts likely to be considered over the next several years. Once adopted, the plan will be shared publicly via the City website, with City employees across the organization and with other partner organizations throughout the community.

A copy of the Strategic Plan's Executive Summary Report previously provided to members of the Common Council is also attached.

Recommendation

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

Attachments:
Strategic Plan Executive Report (PDF)
Mequon Final Strategic Plan_070522(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3964

A Resolution Approving Adoption of the City of Mequon Strategic Plan for 2022-2025

RECITALS

A. Strategic planning is a disciplined effort to produce fundamental decisions and actions that shape and guide what an organization is, what it does, and why it performs the services and/or programs it does.

B. The City of Mequon has engaged in a strategic planning process over the course of the past 12 months, resulting in the creation of the attached 2022-2025 Strategic Plan.

C. The strategic planning process included information gathering surveys and interviews with key stakeholders, including members of the Mequon Common Council and the City's Senior Executive Management staff.

D. Additionally, a one-day Strategic Planning Workshop was conducted in February 2022, which provided the Common Council and Senior Executive staff members with a structured forum to evaluate the output from the information gathering process and provide significant input regarding development of Mequon's first-ever Strategic Plan.

E. As a result of these efforts, the Common Council and the Senior Executive staff have identified five (5) Key Focus Areas to enhance the delivery of public services throughout the community, including: Capital Improvements, Customer Service, Financial Stewardship, Public Safety and Quality of Life.

F. The Strategic Plan will guide financial, operational, and policy decisions starting now and continuing through 2025, with oversight by the Common Council.

G. The Common Council will endeavor to hold an annual retreat to recognize progress in realizing the Plan's objectives, and to update the Strategic Plan's goals and priorities.

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

1. The City of Mequon Strategic Plan for the years 2022-2025, substantially in the form presented and as attached to this Resolution, is adopted.

2. The mission, vision, values, goals, outcomes and projects set forth in the Strategic Plan shall be shared publicly, across the organization and with other entities and agencies throughout the community, for the purpose of coordinating activities and sharing the City's

vision.

Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

Caroline Fochs, City Clerk

City of Mequon Strategic Plan Executive Report

{SBrand}

HELPING YOU FILL IN THE BLANKS

Attachment: Strategic Plan Executive Report (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan for

Attachment: Strategic Plan Executive Report (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan for

City of Mequon Strategic Plan Overview and Recommendations

The Honorable Mayor Andrew Nerbun & Members of the Mequon Common Council,

In 2021, the City of Mequon embarked upon a comprehensive long-range strategic planning process to assess current efforts and status, build upon successes and partnerships, continue momentum in positive growth and economic development, and to solidify a united path to further progress within the community. The deliverables included a full Strategic Plan document with a Vision, Mission, Values, Strategic Goals, Outcomes and Key Focus Areas. Additionally, a template Implementation Plan was created for future use. This final report is a summary of the work completed throughout this process, the basic components contained within the Strategic Plan, and recommended action steps to guide future implementation.

Summary of Strategic Planning

A well-designed Strategic Plan answers four key questions:

Where are we NOW? Where are we GOING? How will we get THERE? How will we KNOW?

Over the course of an eight (8) month process, SBrand Consulting worked with the City to ask these key questions, consider the answers, and to formulate those responses in the final deliverables. This strategic plan was designed as a living document that should be updated regularly to reflect changes that happen over time and to measure the organization's progress.

Process and Approach

With the knowledge that Mequon's Strategic Plan will be a living document that serves as a guide to the future, a thoughtful and deliberate methodology was employed to create the plan. The plan was based around a 4-phase process, as follows:

Phase 1: Process Design This was started in October 2021, where SBrand Solutions worked with the City to establish a preferred process, set the overall schedule, identify key individuals and groups, clarify roles, create questions for engagement and outreach, and design the project plan.

Phase 2: Engagement and Outreach, Research and Analysis This phase also began in October and continued throughout the life of the project. The main components included a review of key City documents pertinent to strategic planning, including master plans, budgets, surveys and other information. Additionally, a survey was designed for the senior leadership team, and twenty interviews were conducted with the Common Council and key staff. Thereafter, survey and interview responses were analyzed for common themes to help set the stage for Phase 3.

Attachment: Strategic Plan Executive Report (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan for

Phase 3: Strategic Plan Meetings While there were weekly meetings over the course of the project, there were also focused discussions to review the strategic planning process and supporting documents and organize the planning retreat. The senior leadership team met multiple times to provide feedback and guidance on the process as well as the content of the plan, and information gathered during Phase 2 was used to guide many of these conversations.

Phase 4: Plan Creation This stage represented the culmination of all of the work conducted during Phases 1-3, using the content and context created by the Mequon team to craft a draft Strategic Plan with an accompanying Implementation Plan template. The resulting document that is now ready for review and eventual adoption by the Common Council, can be used in print, on the City website, and as a communication tool on social media and across other platforms.

Strategic Plan Framework

Mequon's Strategic Plan Framework contains four key parts, including the City's Vision, Mission, Values and Key Focus Areas. The **Vision Statement** is the aspirational future of the City and represents the completion of all of the challenging work contained within the Strategic Plan. The **Mission Statement** is the purpose of the City and provides guidance for each of the components. The **Values** are the manifestation of the way the City will implement the Strategic Plan's objectives, and **Key Focus Areas** are the categories where the City will spend considerable time and resources, working to realize the community's vision for the future.

Key Focus Areas

During the process, five Key Focus Areas were discerned and discussed. As identified, these include **Capital Improvements, Customer Service, Financial Stewardship, Public Safety** and **Quality of Life**. Within the Plan, each **Key Focus Area** includes Strategic Goals to focus the work, specific **Outcomes** that the City seeks to achieve over time, and specific **Projects** to guide the allocation of staff time and available resources.

Implementation Plan

The Implementation Plan, which is to be developed once the Strategic Plan has been formally adopted by the Common Council, is the tactical, operational, and administrative document that will guide the completion of **Action Steps**, **SMART Objectives** and **Strategic Goals**. In short, it takes the overall policy direction from the Council and puts actions to those words. Always following the Mission and using the Values to gauge the right approach, an Implementation Plan adds the appropriate level of context and detail to the big picture.

With that context and detail comes focus and accountability. A good Implementation Plan will chart out a course of action steps that answer:

1) What will be done specifically?
2) Who will do that work?
3) By when will it be done?
4) What resources are needed to be successful?
5) What is our measurement of success?
6) What is the status of completion?

As with any Strategic Plan, a thorough and complete Implementation Plan might take several years to build out in detail, and with a working template ready to be completed, the City must continue to "fill in the blanks" moving forward. With practice and a commitment to making the document a living road map, the Implementation Plan can serve as an effortless way for the Common Council and members of the community to obtain progress updates and reports.

Monitoring and Measuring the City's Progress

An important part of implementing the Strategic Plan is monitoring and measuring progress. Over the course of several years, as the plan continues to improve and become a part of the culture of the City, **Outcomes** will be further refined, and **Key Performance Indicators (KPI's)** will be created to provide analytical insight into the measurement of achieving those Outcomes.

While those KPI's are being crafted and evaluated, the most important next steps include:

1) Establishing an item on monthly staff meeting agendas to discuss the strategic plan;
2) Conducting quarterly updates with the Common Council to celebrate accomplishments, share lessons learned and solicit feedback and direction for the coming quarter; and
3) Setting an annual Council retreat as part of the budget planning process to review the Strategic Plan and set new Goals and SMART Objectives for the coming year, as needed.

Integration of the Strategic Plan

Conceptually speaking, the City's annual budget is the Strategic Plan with resources attached. As such, during each budget cycle the Strategic Plan should be considered, discussed, amended, and improved to make sure that the budget reflects the priorities of the City. In addition, all Master Plans should be reviewed for potential integration into the Strategic Plan, and alternatively, the Strategic Plan can be modified to incorporate any pertinent data contained in those Master Plans.

Recommendations

At SBrand, we value the plan you have created and consider it to be a living document, not something that sits on a shelf. This is a significant investment in the community, and is the framework that will guide operations, goals, budgeting and communication over the next several years. In order to get the most out of this planning effort, we recommend the following:

Attachment: Strategic Plan Executive Report (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan for

Publish the Strategic Plan to Tell Your Story. You have a content rich and easy-to-read Strategic Plan that tells the story of the history, current status and future of Mequon! We recommend crafting a press release to share the plan, printing hard copies as needed, sharing the plan via social media, and establishing a page on your website for the community to follow your progress.

Creation of an Implementation/Work Plan. Implementing action steps within each Key Focus Area is essential for overall success of the plan. Moving forward, our fundamental recommendation is for staff to create action steps (with measurable outcomes and staff assignments) to support overall implementation. This will ensure that initial steps are taken towards implementation, while fostering specific project champions across each Key Focus Area.

Core Value Definition & Guiding Principle Statements. The Values of the City are critically important to creating a workplace culture, telling the City's story, and ensuring that standards are being upheld across all areas of the organization. We recommend taking those Values, building strong definitions, and creating statements that will be Guiding Principles for each Value.

Creation of Key Performance Indicators (Measurable). How do you know the plan is working? How do you know that your goals are being accomplished and your vision is on its way to realization? Creating Key Performance Indicators (KPIs) helps to provide tangible benchmarks for measuring accomplishments. This not only allows staff to know they are on the right track, but also provides accountabilities for all that are involved in the overall implementation of the plan.

Creation of a Forward-Facing Dashboard. Throughout development of the Strategic Plan, marketing the abundant success of the community, along with a future vision, were recurring themes. How will the City distill all of the information contained within the Plan to a manageable and marketable platform that communicates what is most important? Having a forward-facing dashboard is a great tool by which all involved in the plan, from the staff working through projects to the community that has a stake in the outcomes, can easily identify the status of each initiative.

Quarterly Update Meetings. These are deep check-ins on progress towards meeting goals and objectives, as reported by staff. Regular status updates produce tangible actions steps with measurable results, and serve as forums for staff and Council to also celebrate progress.

Facilitated Annual Retreat with the Common Council. If the past few years are an example, the world both inside and outside Mequon can change. How does this impact the implementation of your Key Areas of Focus? What about the establishment of new focus areas, or new goals? This is where an annual retreat to revisit the strategic plan is key. A deep dive into the plan and the status of meeting the goals can keep tenets of the plan fresh in the minds of both Council and staff and ensure a return on your strategic plan investment.

Attachment: Strategic Plan Executive Report (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan for

Community Surveys. In addition to the above recommendations, a regular community survey is apt to establish some statistical significance to the implementation of the plan and allow feedback to guide future action steps. With the community opening up post-pandemic, a survey could include in-person community involvement/facilitation, as well as online options. This will help to ensure the City is achieving its mission, while fulfilling the community's long-range vision.

Thank You!

In closing, we would like to thank the Mequon Common Council and City staff with whom we were able to work, interact and collaborate. The strengths and opportunities within Mequon are tremendous, and the City's future is bright! I am hopeful that this initial Strategic Plan will be a cornerstone for the community over the next several years, and a guiding document for the City as the organization continues its public service delivery mission into the future.

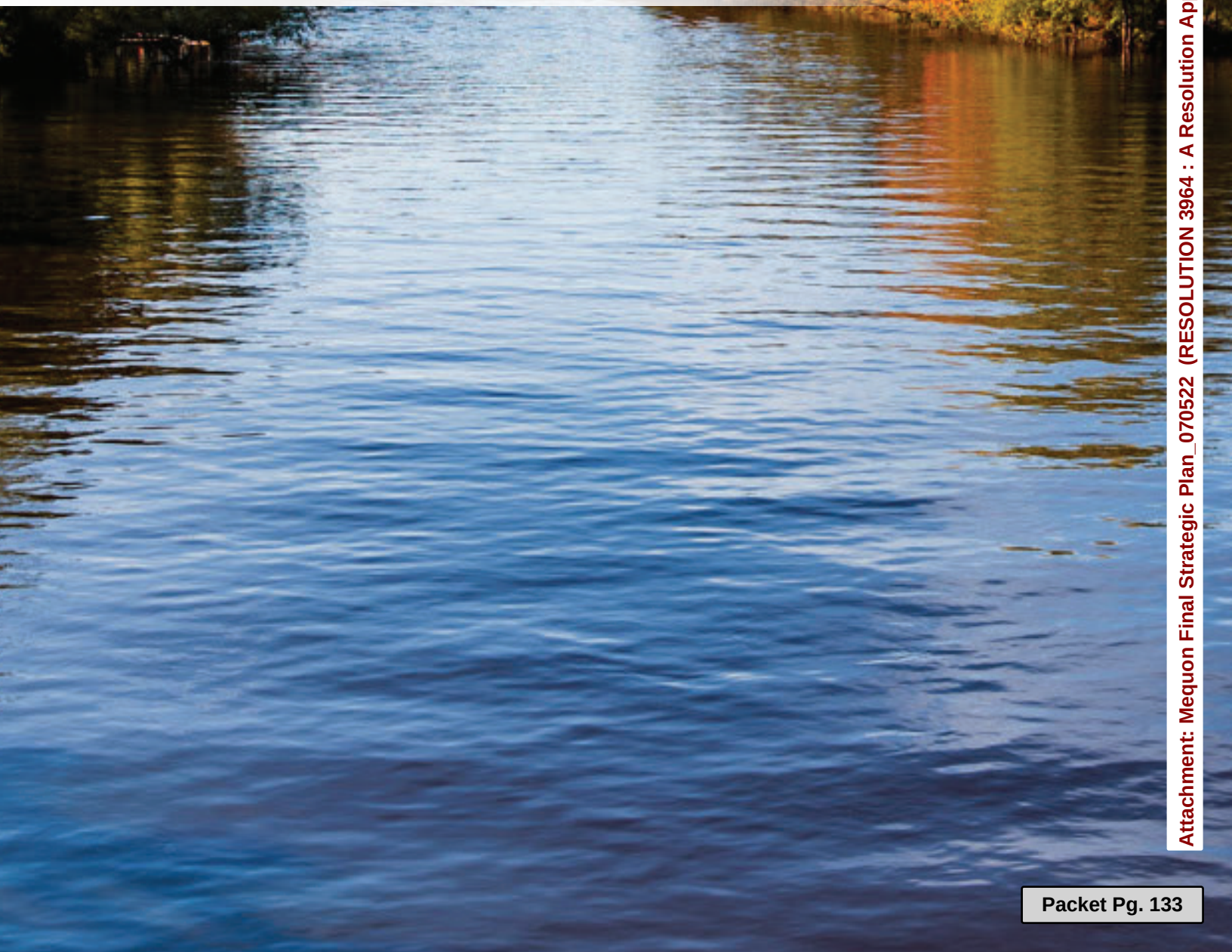
Sincerely,

Sheryl Trent, Owner
SBrand Solutions, LLC
sheryl@sbrandsolutions.com

Attachment: Strategic Plan Executive Report (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan for

CITY OF MEQUON STRATEGIC PLAN

2022 - 2025



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HISTORY OF MEQUON

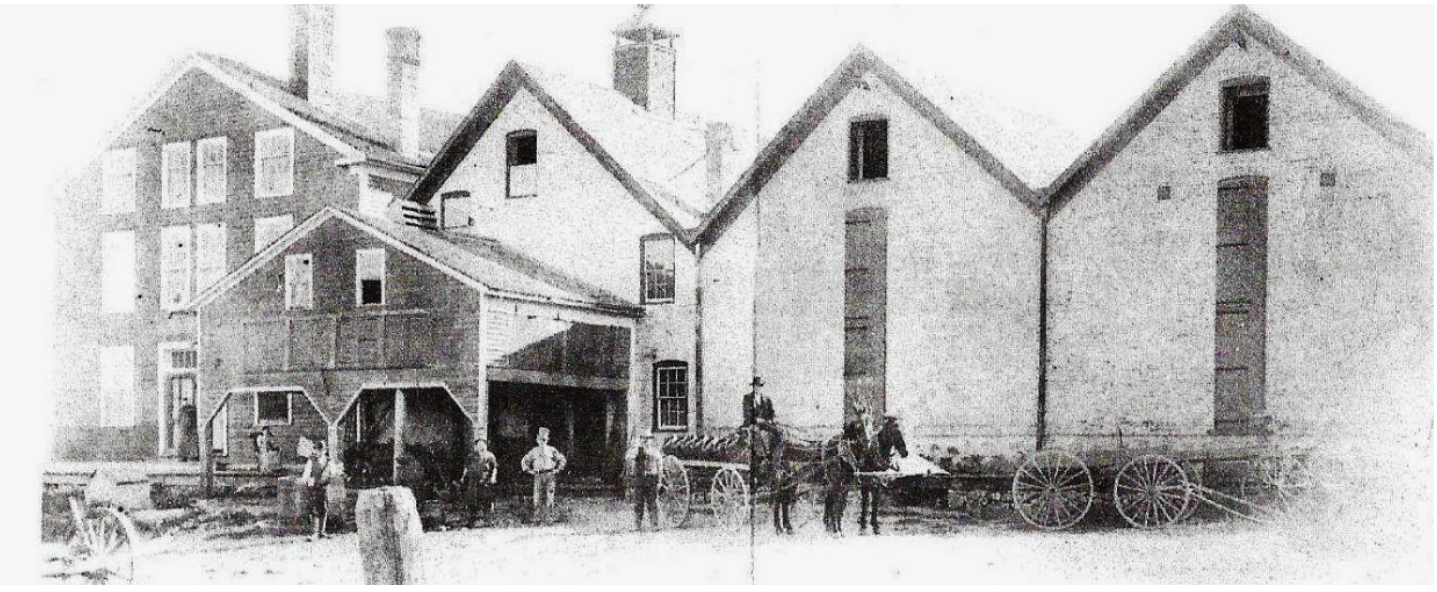
The early settlers who came to the Mequon area in the 1830's were Yankees from New York state and English, followed by Germans and Irish. These new settlers found a very different place from the Mequon of today. The entire area was covered with dense forest. The Milwaukee River, which runs through Mequon, was fast flowing, with falls and rapids and underground water courses, offering never failing fresh-water springs. The only type of road available through the area was the Green Bay Trail, which wound its way due north and was barely passable by settlers' wagons. The word "Mequon" is said to have come from a Native American word "Miguan" which means "ladle" because the river in Mequon was shaped like a Native American ladle.

During 1839, the first of the German settlers were Saxon-Germans from Saxony, who purchased a large tract of land along Wauwatosa Road. Then came the Pomeranian Germans, from the Prussian state of Pomerania, who bought more than 1,000 acres to the north and west of the Saxons.

That same year, forty-three families, all members of a Lutheran congregation, came from Northern Germany and settled in the western part of Mequon. They named their tiny colony, Freistadt, loosely translated as "free City." These people came in search of religious freedom and held their initial church service that same year.

The first census taken in 1840 listed 343 residents as the entire population across Washington County, almost all of whom lived in what is now Mequon. The Township of Mequon was created in 1846 and became part of Ozaukee County in 1853, when Ozaukee County separated from Washington County.

In 1956 the Town Chairman, Werner Mueller, appointed a committee to look into incorporating the Town of Mequon as a City. After numerous meetings of the committee and public informational meetings, a recommendation was made to the Board of Supervisors to petition the State Legislature to grant Mequon status as a City. The 23rd day of May 1957 was set for the referendum and the results were 1,536 in favor and 265 against. Mequon received official status as a City on Friday, May 24, 1957.



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ABOUT MEQUON

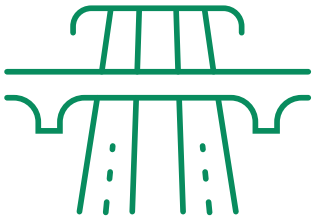
Mequon is known for its majestic bluffs, stately homes, lush farmland and expansive open space. The community enjoys many parks, five golf courses, the winding Milwaukee River and easy access to Interstate 43 for a convenient commute to Milwaukee. Mequon's rural heritage is preserved by high development standards and low-density zoning regulations. Fifty percent of the land within the City is undeveloped and still mostly farmed.

$5.4 Billion
Equalized Assessed Value

$98.3 Million
Total Funds Managed

123.25
Full-time Equivalent Employees

17,326
Ballots Cast



213
Miles of Streets

25,142
Population

2021 data from the City of Mequon

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

4,109
Construction Permits Issued

1,314
Acres of Park Land

4:53
Average EMS Response Time

34,766
Dispatched Calls for Service

2021 data from the City of Mequon

Mequon has one of the lowest crime rates and one of the lowest tax rates in the Metropolitan Milwaukee area. The K-12 school system is ranked one of the best in Wisconsin. Concordia University Wisconsin and the North Campus of the Milwaukee Area Technical College offer a broad range of programs. Prime healthcare facilities and services are readily available throughout the City and include Ascension Columbia St. Mary's Hospital, Children's Hospital of Wisconsin and Froedtert Health and the Medical College of Wisconsin. Additionally, Mequon currently has over 800 businesses and two business parks that contain both small and mid-sized firms.

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

THE STRATEGIC PLANNING PROCESS

Mequon's Strategic Plan is intended to be a living document, integrated into the culture and long-range planning of the City. The Common Council and Executive Management staff have collaborated to develop an initial plan over a series of conversations and meetings between late 2021 and early 2022.

What is our current status?
What is our desired future?
How will we create that future?
How will we know when we are successful?

Built on thoughtful and insightful deliberations, this plan is a reflection of the opportunities and challenges facing Mequon as the organization and community continue to move forward.

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

STRATEGIC PLAN FRAMEWORK

Vision Statement

Mequon is a City rich in rural heritage and natural beauty. It offers a government that advocates for its community members, promotes civic participation, and enjoys a healthy economic base. In Mequon, the community protects the natural environment and values high-quality neighborhoods, community safety, public gathering spaces, and strong educational and medical facilities, all of which create an exceptional quality of life.

Mission Statement

The City of Mequon's overall mission is the provision of quality public services and the adoption of thoughtful policies that serve to enhance and maintain the unique quality of life throughout the community.

Through the judicious use of community resources, the City is committed to managing growth, efficiently using tax dollars, and making wise investments for the future. The community's success depends on Mequon's ability to offer quality and value to its taxpayers with the highest standards of accountability, responsiveness, economy, and integrity.

Values

- Accountability
- Responsiveness
- Economy
- Integrity

Key Areas of Focus

- Capital Improvements
- Customer Service
- Financial Stewardship
- Public Safety
- Quality of Life

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

KEY FOCUS AREAS

CAPITAL IMPROVEMENTS

Capital improvements include roads, buildings, equipment, and significant technology investments that support the City's work. Planning for the ongoing maintenance and improvement of these public assets is a part of Financial Stewardship and Customer Service, and supports all Key Focus Areas.

CUSTOMER SERVICE

The City's team of knowledgeable, professional, and welcoming staff members, elected officials and other community volunteers provide exceptional Customer Service. With friendly and accessible opportunities that are streamlined and convenient, the organization holds itself accountable to the high standards that the Mequon community expects. Ongoing investments in technology support both the City's workforce and its customer service focus.

FINANCIAL STEWARDSHIP

The City will have professionally managed resources, with a long-range plan for stability and sustainability across both revenue and expenditures. Efficient and effective services that meet community standards and expectations will guide the allocation of these resources.

PUBLIC SAFETY

Public safety reflects a commitment to the highest levels of safety across the entire community: law enforcement, fire protection, emergency medical services, roads, and traffic. This includes well-maintained roads, rapid response times, highly-trained professional staff, and actively engaging with the community at-large.

QUALITY OF LIFE

Quality of Life is a focus area that involves collaboration, partnership and support amongst the community's various stakeholders. The City has a focus on providing exceptional service to the community, and values the open space and natural beauty that makes Mequon such a special and unique place to live, work, and play.

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

KEY FOCUS AREA: CAPITAL IMPROVEMENTS

Capital improvements include roads, buildings, equipment, and significant technology investments that support the City's work. Planning for the ongoing maintenance and improvement of these public assets is a part of Financial Stewardship and Customer Service, and supports all Key Focus Areas.

Strategic Goals

- Implement, resource and staff master planning efforts across the City
- Enhance public connections and access to City information and services

Outcomes

- Strong collaboration between departments and other agencies/partners
- Well maintained public buildings
- Efficient and effective roads and sidewalks
- Sustainable maintenance and replacement schedules

Projects

- Local Road Improvement Program (2022-2024)
- IT Capital Plan Implementation
- Town Center Public Improvements
- Water Utility Master Plan Update
- I-43 Expansion/Highland Road Interchange
- Implement Facilities Assessment Study Recommendations
- State Road Improvements (Cedarburg, Wauwatosa & Mequon Roads)
- City Hall Space Planning/ Needs Assessment
- Traffic Signal Pre-Emption
- Fully-Funded Capital Plan(s)

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

KEY FOCUS AREA: CUSTOMER SERVICE

The City's team of knowledgeable, professional, and welcoming staff members, elected officials and other community volunteers provide exceptional Customer Service. With friendly and accessible opportunities that are streamlined and convenient, the organization holds itself accountable to the high standards that the Mequon community expects. Ongoing investments in technology support both the City's workforce and its customer service focus.

Strategic Goals

- Invest in motivated, professional, and resourceful staff
- Implement technological improvements to streamline routine procedures
- Reduce barriers to convenience and transparency

Outcomes

As a result of the City's investments in technology and improved service standards, customers will experience and benefit from the following outcomes:

- Technology-driven services/solutions
- Transparency in approach
- High levels of customer satisfaction, measured via direct feedback systems
- Attract/retain experienced, highly trained employees
- Streamlined workflows and business processes

Projects

- Cybersecurity Upgrades
- Work Order System
- Customer Service Plan
- MUNIS Module Implementation
- Land Management System
- Credit Card Processing
- Zoning Code Update
- Codification
- Records Management
- Formalized Onboarding & Cross-Training
- Ongoing Staff training

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

KEY FOCUS AREA: FINANCIAL STEWARDSHIP

The City will have professionally managed resources, with a long-range plan for stability and sustainability across both revenue and expenditures. Efficient and effective services that meet community standards and expectations will guide the allocation of these resources.

Strategic Goals

- Develop a long-range financial plan for revenues and expenditures
- Establish a staffing and compensation plan that reflects the future needs of both the organization and the community
- Adopt a long-range, resourced capital improvement plan
- Maintain a stable, equitable and appropriate tax rate

Outcomes

Thoughtful and deliberate Financial Stewardship will support the ability to proactively manage the organization's human and capital resources that provide the everyday services the community expects. Key outcomes will include:

- Strong and growing tax base
- Employer of choice in the region that attracts and retains high quality employees
- Level debt service
- Stable and supported tax rate

Projects

- Long-Range Capital & Financial Plan
- Compensation Plan Review
- Enhanced Partnership with Library
- Liability Risk Pooling
- Sustained Operating Reserves, within Approved Target Range(s)
- Develop Alternative Revenue Streams
- Employee Benefits Review

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

KEY FOCUS AREA: PUBLIC SAFETY

Public safety reflects a commitment to the highest levels of safety across the entire community: law enforcement, fire protection, emergency medical services, roads, and traffic. This includes well-maintained roads, rapid response times, highly-trained professional staff, and actively engaging with the community at-large.

Strategic Goals

- Enhance staffing of fire and police services to ensure public safety
- Consolidate fire & emergency services with other surrounding communities

Outcomes

As a result of the City's ongoing commitment to Public Safety, Mequon will strive to achieve and/or maintain the following outcomes:

- Low rate of crime
- Timely response to calls for service
- Well designed and maintained roads
- High-quality emergency medical care
- Enhanced levels of engagement with the community

Projects

- Mequon-Thiensville Fire Merger
- Police Accreditation
- Expand Use of Traffic Cameras
- City Facility Security Enhancements
- Workforce Development Strategy
- New Public Safety Headquarters
- Additional Service-Sharing Partnerships
- Reconstruct Fire Station No. 2

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

KEY FOCUS AREA: QUALITY OF LIFE

Quality of Life is a focus area that involves collaboration, partnership and support amongst the community's various stakeholders. The City has a focus on providing exceptional service to the community, and values the open space and natural beauty that make Mequon such a special and unique place to live.

Strategic Goals

- Preserve and enhance opportunities for open space and parks
- Provide community-focused recreational amenities
- Collaborate with community partners to leverage shared opportunities

Outcomes

- Preserve rural character
- Additional park amenities
- Preservation of open space through thoughtful development processes and approvals
- Celebrate and preserve important and unique aspects of the City's history, as well as its natural environment

Projects

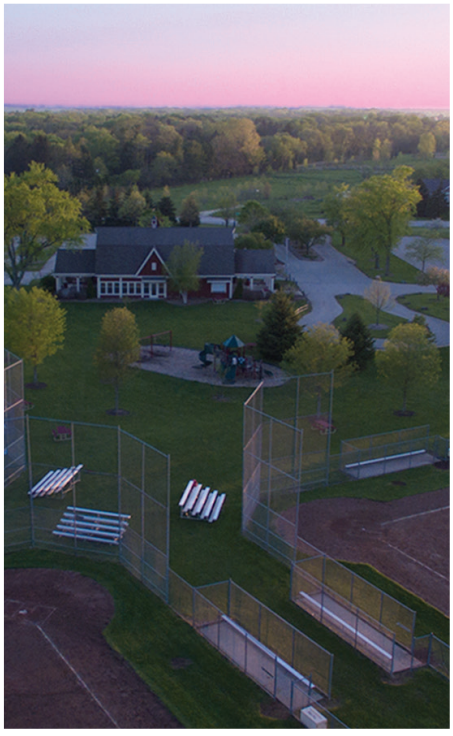
- Civic Campus Master Plan
- Brush Site Automation
- Activate Parks w/ Amenities (e.g., Tennis, Pickleball, etc)
- Parks Master Plan Implementation
- Parks Reservation System
- Expand Recreational Partnerships
- Enhanced Lake Michigan Access
- Community Pool Determination
- Additional Community Events
- Environmental Sustainability Plan
- Consideration of Parks Foundation

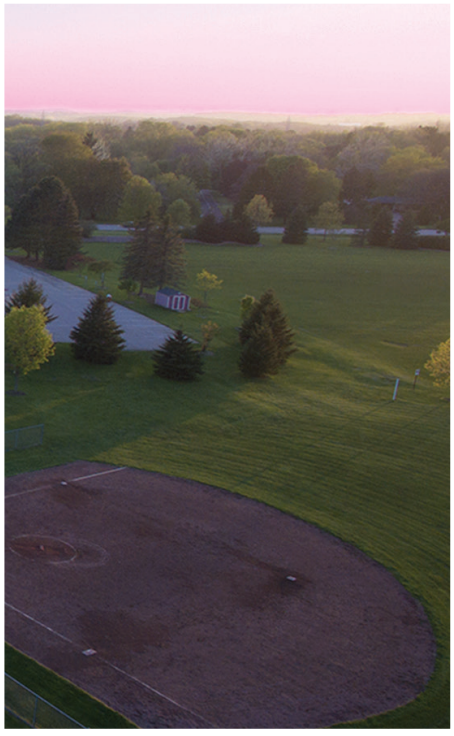
Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

ADAPTIVE STRATEGIES

Strategies are the techniques, approaches, and tools that the City of Mequon will use in strategic planning – they are critical to the long-term success of the community and realizing Mequon's vision for the future. These strategies cross all Key Focus Areas and can be employed at all levels in the organization. They are adaptable to changes over time – and as such, they can be used to pivot or evolve within the City's Strategic Goals and Implementation Plan as needed.

- **Fiscal Sustainability**
- **Competitive Compensation**
- **Technology Upgrades**
- **Infrastructure Investment**





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ADVANTAGES & CHALLENGES

The City has identified a number of advantages and challenges that could impact the implementation of the Strategic Goals described in this document. Advantages are those strengths and attributes that will enable the City to achieve objectives; challenges reflect obstacles that could impair the ability to achieve objectives. Each of the challenges described below is reflected in one or more of the City's Strategic Goals so that they can be addressed in future budget development cycles.

ADVANTAGES:

- A supportive, engaged and innovative community
- Well-planned growth and infrastructure
- Strong support for preservation of open space and natural resources
- Proactive community policing and fire services
- Collaborative local partners

CHALLENGES:

- Cost and supply of housing that is available to varying age and income levels
- Balancing growth and emerging needs with currently available resources
- Aging infrastructure and unfunded capital needs
- Outdated technology/software systems
- A shrinking workforce and dwindling inventory of commercial/industrial sites

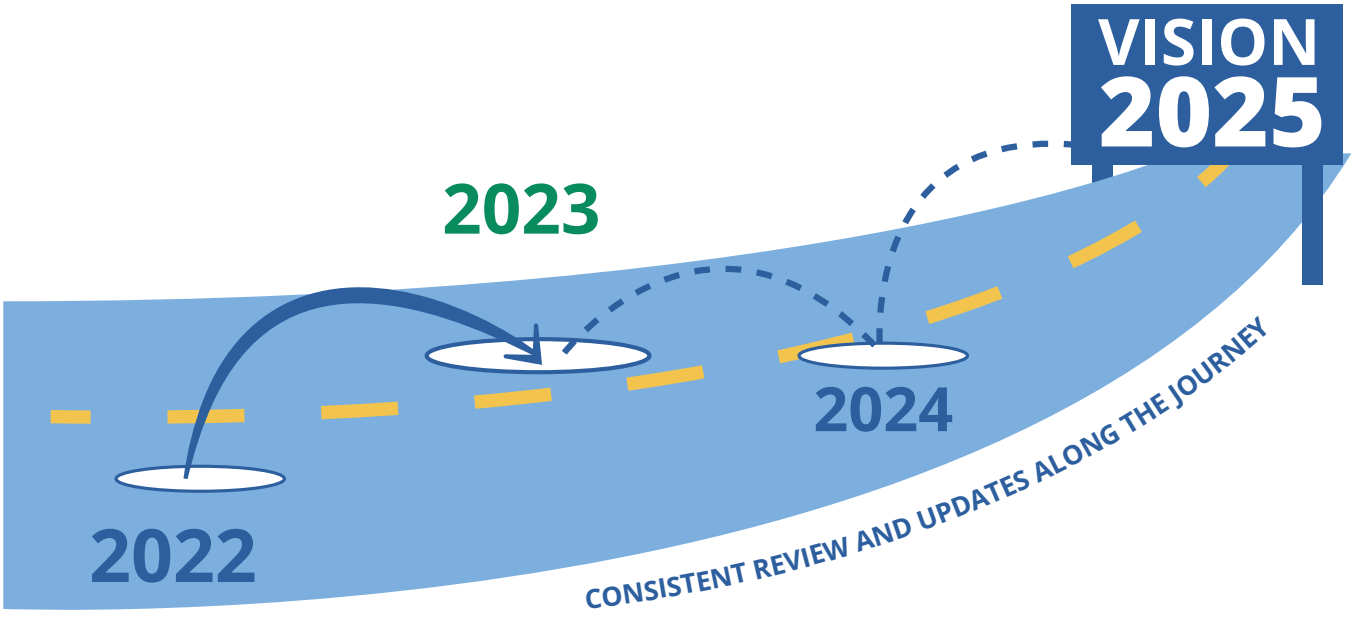
Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

MONITORING AND MEASURING THE CITY'S PROGRESS

ANNUAL MONITORING AND REPORTING

Strategic Plans are not documents frozen in time, but rather living documents designed to adapt to changing environments and evolve as needed to address new opportunities and challenges. As such, they serve as the policy level oversight from the Common Council, and staff ensures that the implementation and tactical details are in place to accomplish the Goals of the City. Regular meetings and updates will be part of the ongoing process to ensure the Strategic Plan is current, reflects the direction of the Council, and is meeting identified Goals and Objectives. At least annually, the Common Council will meet to review progress, celebrate successes, and plan for upcoming challenges and opportunities.

Within this process, the Strategic Plan will be a guiding document in the coming years that allows the Council to provide policy level direction on where the organization is heading. Staff will be able to take this policy level direction and create an Implementation Plan with specific action steps, that will create focus and accountability towards achieving both the community's and the Council's goals.

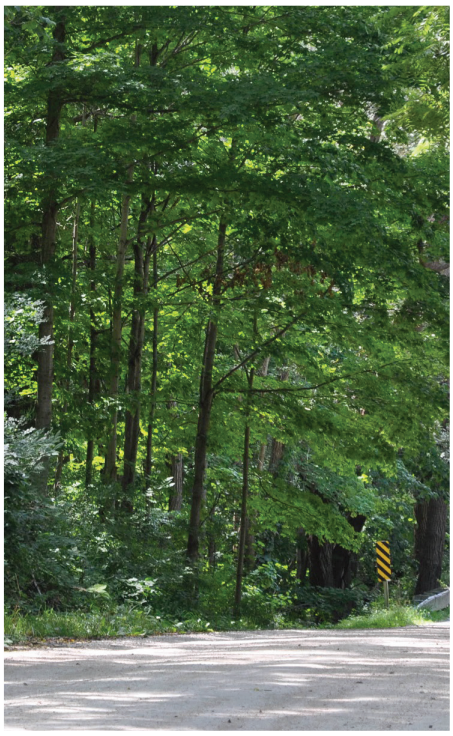


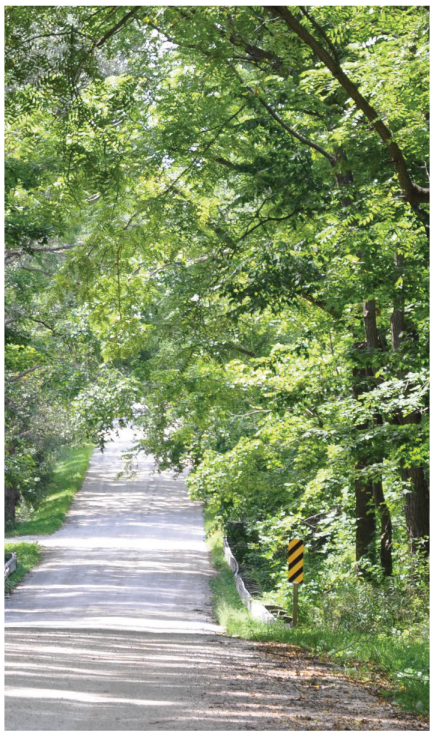
Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

THE PATH FORWARD

This Strategic Plan is a living document, and the City of Mequon is committed to sharing the results of its efforts in a transparent and accountable way. The plan will need to be adjusted based on community feedback, changes in the economy, or due to unforeseen circumstances; as such, it is designed to be flexible and adaptable.

Through various paths such as daily service delivery and the annual budgeting process, this plan will come to life and be continuously updated and improved. A key part of that will be the Implementation Plan as well as regular status updates provided to the Common Council.





As the City of Mequon moves forward into the future, the organization looks forward to achieving Mequon's vision of being a City rich in rural heritage and natural beauty with a government that advocates for its community members, promotes civic participation, and enjoys a strong economic base. In Mequon, the community protects the natural environment and values high-quality neighborhoods, community safety, public gathering spaces, and strong educational and medical facilities, all of which create an exceptional quality of life.

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ACKNOWLEDGEMENTS

The City of Mequon wishes to express its appreciation to the community at-large, City staff, and members of the Common Council. As partners in Mequon's future, community residents, business owners, and visitors are a key source of information and guidance. With this engagement and feedback, the City of Mequon will continue to create its vision of the future.

For more information about this Plan, or to contact the City:

11333 N. Cedarburg Road
Mequon, Wisconsin 539092
(262) 242-3100
www.ci.mequon.wi.us

Attachment: Mequon Final Strategic Plan_070522 (RESOLUTION 3964 : A Resolution Approving Adoption of the City of Mequon Strategic Plan

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, 2022**
SUBJECT: **RESOLUTION 3965 A Resolution Authorizing Execution of a Professional Services Agreement for Phase One Planning for an Enterprise Land Management System with Avèro Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed $42,800**

Background

A new centralized database and land management system is a key technological improvement identified by both the IT Strategic Plan completed by Avero Advisors and the Community Development Operational Analysis conducted by Management Partners in 2021. This project will focus on all City departments involved in land management, including Community Development, Public Works, Fire and Assessing, among others. The project aims to enhance customer service by creating a new City-wide property database, establishing automated workflows across the departments impacted by the new system, implementing digital customer transactions (permits, inspections, applications, document submission, digital payments) and tracking turn-around times, among others.

The first portion of this undertaking is to develop a business process inventory, review current as-is systems, map current processes, and develop a future state vision that includes updated processes and requirements for a contemporary system that will then be used to then evaluate software solutions. This step requires a consultant's assistance in navigating these steps, vetting solutions, and guiding software selection for the departments involved in the City's land management processes.

Analysis

By both policy and general practice, the City typically utilizes a competitive process for projects that are $25,000 more. However, it is in the City's security interest to limit the number of vendors that know the configuration and internal operations of the organization's technological systems. While this project is focused on land management, it will also touch the City's financial and public safety systems. Avero Advisors is uniquely positioned with their existing knowledge of the City's system and operations to serve the organization as the consultant for facilitating the next steps in the enterprise land management system evaluation/selection process.

The City of Mequon engaged Avero to complete the City's IT Strategic Plan in 2021. Avero's team developed a comprehensive plan in an expedited manner and demonstrated professionalism through the process. At times Avero's team exceeded the contracted scope of services to complete the IT Strategic Plan at no additional cost to the City. Avero was among the most cost-competitive of the final firms that submitted a proposal for the IT Strategic Plan project.

If awarded this contract, Avero will dedicate a team of individuals that will include the same staff members who were a part of the City's IT Strategic Plan. Andrew Hayes, Senior Manager, is a certified Project Management Professional with master's degrees in Business Administration and Organizational Development, as well as 16 years of experience leading change management and IT modernization projects in the public, private, and nonprofit market sectors. Additionally, Tyler Gallant, Project Manager, would return for this project as well. Tyler specializes in providing IT Strategic Planning services with a B.S. in Business Management and possesses several years of experience working with public sector organizations, four of which have been spent with Avèro Advisors. Avero's team has demonstrated success in working with organizations to implement enterprise land management systems, and the attached statement of work includes three client references for which their team has completed enterprise land management implementations or other similar level systems.

Furthermore, the City has a strong business case for executing an agreement with Avero for this project. Their team's preexisting understanding of the City's systems from the IT Strategic Plan and the Management Partners study gives Avero a competitive advantage over other firms and will help expedite the project to ensure the City can procure the new software in 2023.

Fiscal Impact

The attached proposal and agreement contemplate a three-phase, performance-based process. As such, Avero must meet or exceed expectations to progress from one phase to the next. The first phase, which involves a business process analysis, is scoped to cost $42,800. The second phase, which will include scoping a new system's requirements and soliciting software proposals, is priced at $37,280. The third and final phase, includes system evaluation, selection and contract negotiations at a cost $39,840. Currently, the 2022 budget contains funds to fully finance the first phase. It is anticipated that the remaining funds needed for the second and third phases will be included in the City's 2023 budget. It should be noted that Avero's preexisting knowledge of the City system is contemplated in the project's overall estimated cost, and Avero has reduced its typical fee by roughly $80,000 due to its previous relationship with the City, as well as the organization's overall size.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on July 12, 2022.

Attachments:

Avero Proposal for ELM System (PDF)
Professional Services Agreement (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3965

A Resolution Authorizing Execution of a Professional Services Agreement for Phase One Planning for an Enterprise Land Management System with Avèro Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed $42,800

RECITALS

A. Both the City's IT Strategic Plan and Community Development Operational Analysis identified the need for the City to implement an enterprise land management system for the organization.

B. Avero Advisors, the City's IT Strategic Plan consultant, is uniquely positioned with its preexisting knowledge and understanding of the City's system to provide the necessary services for procuring an enterprise land management system at a competitive cost.

C. The City hereby waives the Financial Policy requiring a competitive selection process due to the need to limit the number of consultants who have knowledge of the City's information technology system and the competitive advantage provided by Avero related to this project.

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

1. A Professional Services Agreement for Phase One of the Community Development Software Planning project is awarded to Avero Advisors, of Maryville, Tennessee, in an amount not-to-exceed $42,800, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

_____

Caroline Fochs, City Clerk

PROJECT UNDERSTANDING

Avèro Advisors is grateful for the opportunity to propose this Scope of Work for the City of Mequon's Community Development Software Planning (CDSP) initiative with a specific focus on the Community Development functional area. Avèro understands that the City is seeking Business Process Analysis related to Community Development. We also understand that we will be working closely with the Engineering, Public Works, Fire, and Community Development departments, analyzing how the City operates with its current systems. We will conduct our assessment on the Department's various processes including, but not limited to, the following:

- *Planning*
- *Permitting*
- *Engineering*
- *Code Enforcement*
- *Zoning*
- *Inspections*
- *Finance*
- *Fire*

Additionally, Avèro will provide System Requirement Definition services as part of developing a Request for Proposals Document for the procurement (and future implementation) of a new Enterprise Land Management software system.

This project will entail the following tasks, performed by our project team in collaboration with the City's key stakeholders:

- Document and analyze the current state (As-Is) of business processes related to Land Management and Community Development Planning;
- Provide recommendations for future state (To-Be) business process re-design for key business processes, based upon the functional capacity of a modernized Land Management enterprise software system;
- Define system requirements (e.g., functional, technical, and integration) for IT modernization, based upon business process re-design for Land Management and Community Development Planning;
- Develop a Request for Proposals to solicit proposals from industry-leading Enterprise Land Management software providers;
- Coordinate system demonstrations with top candidates that respond to the City's Request for Proposals; and
- Assist in the evaluation and selection of the future Enterprise Land Management System.
- Assist in the contract negotiation process for the procurement of the future Enterprise Land Management System.

PROJECT METHODOLOGY

Using our experience and knowledge of industry best practices, Avèro will complete the Community Development Software Planning project through the forthcoming proposed methodology. This methodology was developed exclusively for the City of Mequon and incorporates comprehensive analyses, leading tools, collaborative organizational engagement, and professional project management. Avèro welcomes feedback from the City to ensure compliance with the project's requirements and business needs. We remain flexible and fully

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

committed to providing practical solutions that align with the City's vision in a timely and cost-effective manner.

TASK ONE: BUSINESS PROCESS ANALYSIS

1. PROJECT PLANNING & KICK-OFF

Avèro will facilitate a kick-off meeting with key stakeholders from the City's Community Development functional area, including project sponsorship, to formalize project expectations and deliverables. During the meeting, Avèro will conduct 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, milestones, and communication plan
- Collaborate with City project sponsors to identify roles and responsibilities for reviewing and validating project deliverables
- Finalize the work plan & project schedule with feedback and approval of City of Mequon
- Meet with City's staff (as-needed throughout the project) to define City's expectations, answer questions and provide Project Status Updates, including revision to Work Plan

Deliverable 1: Finalized Project Schedule & Stakeholder Registry

2. DEVELOP BUSINESS PROCESS INVENTORY

Avèro will work in collaboration with the City and the Community Development stakeholders to determine the Business Process Inventory – a list of processes that will be analyzed and re-designed during this effort in preparation of the forthcoming system. Once we have decided on the business process inventory, we will begin to schedule sessions to review the current-state and prepare for the future state analysis.

Deliverable 2: Business Process Inventory

3. REVIEW CURRENT STATE OF COMMUNITY DEVELOPMENT

Avèro Advisors will conduct Current-State Discovery to solidify our understanding of the City's existing Community Development environment. Data gathering activities will include Discovery Sessions (1-2 hours per session) which will be conducted in individual and group settings virtually and/or onsite with identified stakeholders across multiple City departments, including Community Development, Public Works, Engineering, and Fire.

Avèro will gather crucial stakeholder feedback on City staff's daily activities, including challenges faced within existing systems and visions for enhancing productivity through the optimal ELM solution. This current-state review activity will help uncover hidden flaws within the existing Community Development platform (Black Bear) and identify opportunities with the future ELM system. In this step, Avèro will:

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

- Identify inefficiencies such as bottlenecks or duplications
- Identify missing key business activities (KBAs) and essential controls
- Determine undefined or ill-defined process ownership responsibilities
- Identify insufficient or ineffective performance indicators
- Identify structural inefficiencies
- Define inefficient access to data and determine the condition of existing data

4. DEVELOP FUTURE-STATE (TO-BE) BUSINESS PROCESS MAPS

Avèro will develop optimized future-state workflow diagrams in Business Process Model & Notation (BPMN) format for business processes across the City's departments, which will reflect the "wish list" improvements gathered from the key findings from previous project-based analyses. Avèro's team will also focus on eliminating bottlenecks, duplicated efforts, manual activities, in-house "workarounds," and potential legal and compliance risks within the current software.

We will apply our knowledge base of Information Technology industry best practices and conventional experience in similar engagements to ensure that the optimized business processes harness the functional capacity of workflow automation offered by modern ELM software. Furthermore, Avèro will map crucial integration points spanning processes and departments to accurately depict data integration between systems and general ledgers. Avèro will validate the future-state workflow diagrams with the City's key stakeholders before moving forward.

Deliverable 3: Future-State (TO-BE) Business Process Analysis

TASK 2: SYSTEM REQUIREMENTS & RFP SOLICITATION

5. DEVELOP SYSTEM REQUIREMENTS DRAFT

Avèro will develop a Requirements Traceability Matrix (RTM) specific to functional, technical, security, and integration requirements for the prospective ELM software based on information gathered by the project team. Avèro will ensure the matrix is built in a logical manner, broken down by functional area. By applying industry best practices and our experience working with other cities regarding ELM systems, our project team will develop a comprehensive list of critical functional requirements.

Deliverable 4: Requirements Traceability Matrix

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

6. CONDUCT REQUIREMENTS SESSION (1-week Onsite Residency)

Avèro will conduct a series of Requirements Review sessions, during an onsite 1-week residency at the City, with identified stakeholders (i.e., Community Development, Public Works, Engineering, and Fire Department) to define the future ELM software's functional, technical, and security requirements. The identified process improvements will guide this effort, along with any additional "wish list" items that may add value to the desired ELM functionality. These sessions will also enable the project team to determine the security levels the City would like to implement moving forward to meet its business needs in terms of industry best practices. Avèro will work closely with City IT to ensure that security and technical requirements (e.g., data conversion options, data access & analysis, tracking & reporting, workflow automation, and integration) are documented.

7. DEVELOP RFP DOCUMENT

Avèro will collaborate with the City to develop a Request for Proposal (RFP) to acquire the prospective ELM solution. During this activity, our project team will perform the following tasks:

- Define vendor selection criteria to guide evaluation and vendor selection
- Identify critical staff across departments for the Selection Committee
- Develop ELM software specifications including third party interfaces
- Develop a draft RFP document
- Define a set of evaluation criteria that meets requirements outlined in the pending RFP
- Conduct review session(s) with the City's Selection Committee for the draft RFP document and evaluation criteria
- Gather feedback and all findings completed in the other project activities in a way that satisfies the City's purchasing requirements
- Revise and conduct a final review of the RFP document & evaluation criteria to ensure that RFP standards and all critical input are included, and necessary attachments or addenda are prepared, as the City deems appropriate
- Collaborate with the City's procurement agent to release the RFP for response solicitation
- Develop and distribute the RFP through the City's defined channels

Deliverable 5: RFP Document

8. COORDINATE RFP SOLICITATION (INCLUDING PRE-BID CONFERENCE)

Avèro will work with the City's Selection Committee and Purchasing team to plan and coordinate any pre-bid conferences and Q & A sessions needed when the RFP is open. Our project team will stay onsite or will be available remotely to help manage and facilitate discussions and answer any questions about the City's RFP. Avèro will review all vendor questions and cooperate with the City of Mequon to develop draft responses. Upon completing the draft responses to vendor questions, Avèro will share the answers with key stakeholders for review and validation. Our project team will make any changes the City deems necessary before finalizing and releasing the City's responses for publication.

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

TASK 3: SYSTEM SELECTION & CONTRACT NEGOTIATIONS

9. ANALYZE VENDOR PROPOSALS (5)

Avèro will analyze the vendor responses (5) and equip the City's Selection Committee with scoring tools, which will enable evaluators to assess the vendor's responses to the solicitation for the procurement/implementation of their ELM solution. The tools will also help City evaluators ensure that the final decision from the response assessment will meet the required oversight requirements that the City is seeking. Avèro's team has extensive experience conducting meetings with evaluation teams and will facilitate purposeful discussions to assist the City's Selection Committee in analyzing vendor proposals.

10. FACILITATE VENDOR SYSTEM DEMONSTRATIONS (3)

Avèro, along with the Selection Committee and other critical stakeholders, will schedule onsite demonstrations for vendors included on the short-list (3). Avèro will completely manage the interview and demonstration processes (demo scripts, scheduling, venue, facilitation). These onsite demonstrations will enable City selectors to receive a hands-on, real-time demonstration of ELM solutions. This activity will also help the City's Selection Committee to perceive the ELM software's functionality and workflow capacity and the vendor's work ethic and culture to ensure that the vendor and the City's core values are strategically aligned. Our project team will also document and distribute demonstration meeting agendas and scripts to the City's project team and other critical stakeholders for an overview prior to the demos.

Deliverable 6: Scripts for Vendor Demonstrations

11. CONDUCT REFERENCE CHECKS

Avèro understands the importance of excellent references and testimonials from existing ELM users. Avèro will assist the City of Mequon in scheduling and conducting due diligence through reference calls with existing ELM system clients on behalf of the City and the proposed vendors. We will also develop a reference check template to support vendor selection. Following up on references would help the City's Selection Committee and Avèro's project team gain insights on the Post Go-Live user experience, the implementation process, proposed vendor personnel, and the level of ongoing customer service provided (including response time requests for functionality enhancements).

12. DEVELOP VENDOR EVALUATION REPORT

Avèro will act as a subject matter expert to the selection committee tasked with scoring, ranking, and making an award recommendation. Avèro will develop a comprehensive Vendor Evaluation Report following the completion of all ELM software demonstrations and reference calls to analyze and measure each vendor's response against the City's RFP. This report will provide the City of Mequon with a synopsis of the group scoring, potential benefits & shortcomings of each

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vendor, and an outline of their references with essential comments attached. Avèro will also include estimated potential risks and issues, licensing, implementation, and post-implementation support costs of each vendor solution to support the City with better decision making. Our project team will work with the City's project sponsors and the Selection Committee to further discuss the findings of the report before determining the finalist.

Deliverable 7: Vendor Evaluation Report

13. FACILITATE CONTRACT NEGOTIATIONS

Avèro Advisors has extensive experience negotiating contracts with vendors on behalf of our clients to ensure the price point is satisfactory and within our clients' best interest. Avèro will work directly with City of Mequon Selection Committee to develop a performance-based contract, where milestones are paid when accomplished. Avèro also strives to ensure that the vendor's proposed ELM solution, implementation efforts, and support services will adhere to the services' scope of work and encompass specific requirements in the contract. If the City deems it necessary, Avèro will lead the negotiation on behalf of the City for best value and work with the vendor to develop a "Best and Final Offer" (BAFO) to secure final pricing, resulting in a final contract. Any feedback from the City and the vendor will be incorporated into the final agreement document, which will be reviewed and validated by both parties.

Deliverable 8: Contract Negotiation

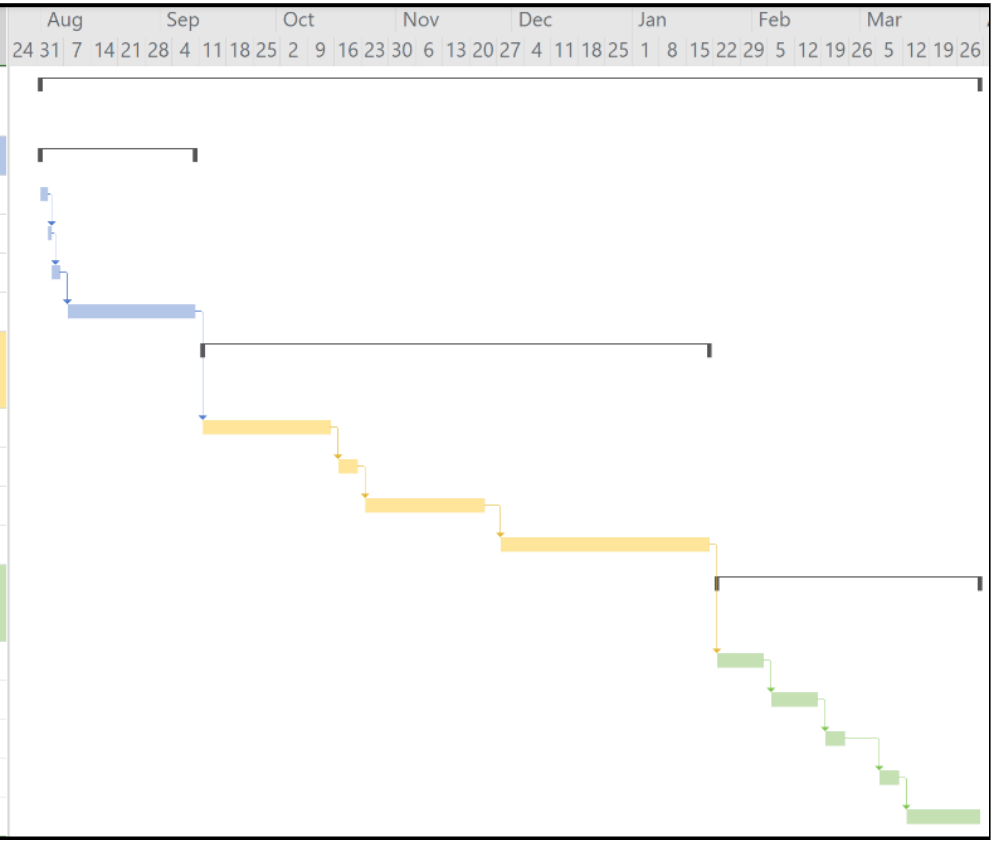
Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

PROJECT TIMELINE

Based upon our experience of completing similar initiatives with other government and public sector clients similar in scope to the City of Mequon, Avèro Advisors estimates a project timeline of **eight (8) months** from notice to proceed.

The **Estimated Project Timeline** for this engagement illustrates the phased timeline with specific Tasks for all project activities.

City of Mequon - Community Development	Duration	Start
MEQUON - COMMUNITY DEVELOPMENT SOFTWARE PLANNING	**173 days**	**Mon 8/1/22**
TASK 1 - BUSINESS PROCESS ANALYSIS	**30 days**	**Mon 8/1/22**
Project Planning	2 days	Mon 8/1/22
Develop Business Process Inventory	1 day	Wed 8/3/22
Review Current State Environment	2 days	Thu 8/4/22
Develop Future State BPMN Process Maps	25 days	Mon 8/8/22
TASK 2 - SYSTEM REQUIREMENTS & RFP SOLICITATION	**93 days**	**Mon 9/12/22**
Develop System Requirements Draft	25 days	Mon 9/12/22
Conduct Requirements Sessions	5 days	Mon 10/17/22
Develop RFP Document	23 days	Mon 10/24/22
Coordinate RFP Solicitation	40 days	Mon 11/28/22
TASK 3 - SYSTEM SELECTION & CONTRACT NEGOTIATIONS	**50 days**	**Mon 1/23/23**
Analyze Vendor Proposals	10 days	Mon 1/23/23
Facilitate Vendor System Demonstrations	10 days	Mon 2/6/23
Conduct Reference Checks	5 days	Mon 2/20/23
Develop Vendor Evaluation Report	5 days	Mon 3/6/23
Facilitate Contract Negotiations	15 days	Mon 3/13/23



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. Our team will work with Mequon to accommodate any suggestions related to the modification of the project schedule.

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COST ESTIMATE

The Estimated Project Cost for this Scope of Work for the Community Development Software Planning project was developed using the Hourly Rate Scale referenced from the prior contract between the City of Mequon and Avèro Advisors.

Hourly Rate Scale

Project Role	Hourly Rate
Senior Manager	$200
Project Manager	$180
Senior Business Analyst	$160

The proposed Estimated Project Cost for this Scope of Work (across all project phases) for the Community Development Software Planning, including hourly detail, is as follows:

Estimated Project Cost

City of Mequon
Community Development Software Planning

	Senior Project Manager	Project Manager	Senior Business Analyst	
	$200	$180	$160	Hourly Rate
	97	266	329	Total Hours
	Hours	Hours	Hours	
TASK 1 - BUSINESS PROCESS ANALYSIS	**33**	**98**	**116**	**$42,800**
Project Planning	8	40	8	$10,080
Develop Business Process Inventory	1	2	4	$1,200
Review Current State of Community Development	8	16	24	$8,320
Develop Future State BPMN Process Maps	16	40	80	$23,200
TASK 2 - SYSTEM REQUIREMENTS & RFP SOLICITATION	**32**	**72**	**112**	**$37,280**
Develop System Requirements Draft	8	16	40	$10,880
Conduct Requirements Sessions	0	16	24	$6,720
Develop RFP Document	16	24	40	$13,920
Coordinate RFP Solicitation	8	16	8	$5,760
TASK 3 - SYSTEM SELECTION & CONTRACT NEGOTIATIONS	**32**	**96**	**101**	**$39,840**
Analyze Vendor Proposals	8	16	32	$9,600
Facilitate Vendor System Demonstrations	8	24	32	$11,040
Conduct Reference Checks	0	8	12	$3,360
Develop Vendor Evaluation Report	8	24	24	$9,760
Facilitate Contract Negotiations	8	24	1	$6,080
			Project Total	**$119,920**

Assumptions:

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

- Estimated Project Cost of $119,920 is a Not-To-Exceed amount.
- Actual Project Hours will be billed on a Time and Material basis.
- Actual Project Cost may be less than the proposed Estimated Project Cost.
- Project Invoices will be submitted on a Monthly basis.

Avèro Advisors sincerely appreciates the opportunity to present our Scope of Work to the City of Mequon for the Community Development Software Planning initiative. Please do not hesitate to reach out if you have further questions or need any additional information.

My regards,

Andrew Hayes, PMP®, MBA, MOD
Senior Manager, Consulting

Avèro Advisors
512 West Broadway Avenue
Maryville, TN 37801
Mobile: 865-323-4381
Email: ahayes@averoadvisors.com

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

CLIENT REFERENCES

CITY OF CHARLOTTESVILLE, VA

BUSINESS PROCESS MAPPING, SYSTEM SELECTION, & IMPLEMENTATION SERVICES FOR LAND MANAGEMENT SYSTEM & ENTERPRISE ASSET MANAGEMENT SYSTEMS

Contact Name:	Mr. Paul Oberdorfer, Former Deputy City Manager
Contact Information:	(937) 778-2051 | poberdorfer@piquaoh.org
Date of Services:	August 2018 – May 2021

Since August 2018, Avèro Advisors has been tasked with performing Business Process Mapping and System Selection Services for the City of Charlottesville (City). Throughout the project, Avèro's team helped identify issues with the City's existing business process workflows and interactions with current enterprise system systems and provide modernized resolutions to meet the City's business needs. Avèro has utilized our industry best practices, institutional knowledge, and expertise in business process redesign to optimize IT processes and procedures for the following City's departments:

- Utilities
- Public Works
- Parks & Recreation (P&R)
- Neighborhood Development Services (NDS)

Procurement/Implementation of Enterprise Software Systems – Avèro has collaborated with the City stakeholders from the NDS, Public Works, and P&R departments to develop a comprehensive list of system requirements in terms of technical, functional, and security aspects of the forthcoming enterprise software systems, including Enterprise Land Management (ELM) and Asset Management (EAM). The comprehensive list of system requirements was developed across various functional areas, including GIS, work order, inventory, asset management, integrations, security, reporting, and mobility. Avèro then assisted the City in the RFP development and is currently helping the City evaluate vendor responses. Avèro will provide project management services for the City to manage the implementation once the optimal ELM solution is selected in March 2021. For the system implementation, Avèro will work closely with the vendor, as there will be a need for data conversion from the legacy system and integration with their ERP (SAP).

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

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
Date of Services:	February 2018 - Ongoing

Avèro Advisors currently serves as the Executive Project Manager on a multi-year strategic plan for the City of Maryville, TN. One task of this plan included replacement of the ERP system. Avèro developed a series of business process maps to visualize the workflow of the current-state (AS-IS), and the desired future-state (TO-BE) of their ERP environment. Avèro's team works closely with the City's high-level management from various departments (e.g., Human Resources, Financial, Public Utilities, Public Works, Development Services & Fleet) to provide the City with actionable recommendations on business process and technology improvements. Avèro helps provide ongoing support services on system evaluation, selection, and implementation activities for an ERP suite of integrated solutions.

The City's outdated financial ERP and HRMS system, GEMS, lacked workflow and automation for the various critical business processes, such as work order management, fleet management, plant accounting, and asset management. Furthermore, vendor support of the current version of GEMS ended in 2018, which led the City into an ambiguous direction. Avèro performed Business Process Analysis across many City departments, including Financial Services, Procurement, Human Resources, Development Services, Public Works, Fleet, and Public Utilities. This analysis enabled Avèro to identify current limitations and map out the future-state (TO-BE) of critical business processes. In 2020, Avèro successfully guided the City through system requirements definition, RFP development, ERP system evaluation, and selection for various enterprise solutions (Financial, Procurement, Human Resources, Fleet, and Asset Management). Avèro assisted the City through contract negotiations with the selected vendor, Tyler Technologies and CSA, and subsequently will provide project management support for these system implementations. Throughout the entire project, Avèro delivered Weekly Project Status Reports to the client ensure effective communication through the duration of each phase of the project.

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

BLOUNT COUNTY GOVERNMENT, TN

IT MODERNIZATION PROJECT, BUSINESS PROCESS MAPPING & REDESIGN, AND IMPLEMENTATION SUPPORT SERVICES (TYLER MUNIS)

Contact Name:	Mr. Justin McClure, Assistant IT Director
Contact Information:	(865) 273-5730 | mcclure@blounttn.org
Date of Services:	February 2016 - Ongoing

Since 2016, Avèro has served as the Executive Project Manager on a comprehensive multi-year IT Modernization Strategic Plan initiative with Blount County, TN, to update the County's IT infrastructure and related applications, including a replacement of the existing (then) legacy ERP system – AS400. Avèro worked closely with Blount County to identify existing risks and user needs, reviewed, and developed redesigned business processes and established best practices concerning, but not limited to, records management, payables, receivables, budgeting, and information technology services. The redesigned procedures and best practices were implemented to mitigate gaps between current state operations and the future state ("TO-BE") efficient processes for all departments throughout the County's departments.

Avèro then defined a comprehensive list of system requirements, developed a complete RFP for a new ERP software, and assisted the County throughout the phases of ERP system evaluation & selection. Our project team also served as a liaison between the County and the software vendor (Tyler Technologies) to monitor and provide advisory services throughout the ERP software implementation. In February 2019, Avèro successfully supported the County in rolling out a new ERP FMIS (Financial Management Information System) – Tyler's Munis. Implementing this cloud-based software system with mobile functionality helps County staff generate information faster and more economically with available features, such as the automated PO Change Orders process. The new ERP software also provides real-time information and automated reporting to enhance data transparency and integrity. Furthermore, the County employees are well furnished with software support through various training sessions and up-to-date FAQ forums before, during, and after Go-Live implementation phases empowering knowledge and quality of productivity for better services. Avèro is currently managing day-to-day support services for Post Go-Live and other IT initiatives (i.e., EAM implementation in April 2020) with the County's IT Department.

Avèro remained transparent, flexible, and responsive with Blount County's project team throughout the implementations of the various systems into Blount County's environment. As it pertains to vendor management, during the data configuration and integration project tasks, our team ensured that all capabilities the vendor proposed were met. All configuration and integration issues were met with swift response times.

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KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION, TN

ERP IMPLEMENTATION PROJECT MANAGEMENT SERVICES

Contact Person:	Mr. Terry McKee, IT & Procurement Director
Contact Information:	(865) 403-1133 | tmckee@kcdc.org
Date of Services:	July 2019 - Ongoing

In mid-2019, Avèro Advisors developed an IT Strategic Plan (ITSP) report that included a set of IT modernization strategies to resolve the potential setbacks of identified weaknesses & threats and emphasize the strengths & growth opportunities for both internal & external controls at KCDC. Avèro also serves as an IT advisor to assist KCDC in implementing the ITSP, starting with the replacement of KCDC's legacy ERP system (Emphasys Elite).

Avèro completed the proposal evaluation analysis, system demonstrations, reference checks activities and assisted KCDC in negotiating with the awarded vendor, Yardi, in mid-2020. Our project team has also developed a comprehensive implementation plan with Yardi and currently provides KCDC with project oversight management services to replace the legacy software and implement the optimal ERP solution through 2022.

Avèro continues to provide project management services for the ERP Implementation Project at KCDC. Currently properties are phased in (March, May, July, September), with a "Big-Bang" Go-Live scheduled for all other remaining properties in October 2022.

Attachment: Avero Proposal for ELM System (RESOLUTION 3965 : Avero ELM System)

CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the _____ day of _____, 2022 (***"Agreement"***), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation (***"City"***) and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name (*"Consultant"*): Avèro Advisors, LLC

Address: 512 West Broadway Avenue, Maryville, Tennessee 537801

Telephone: (865) 415-3848

E-Mail: info@averoadvisors.com

Agreement Amount: $42,800

B. Project Description. The Consultant has been engaged to complete Phase One of the Community Development Software Planning project.

C. Representations of Consultant. The Consultant has submitted to the City a work proposal dated June 29, 2022, a copy of which is attached as **Exhibit A** 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 3965 : Avero ELM System)

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 March 13, 2023 (***"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 $42,800 (***"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 3965 : Avero ELM System)

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

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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

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and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of $1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the

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City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*. The Consultant shall also comply

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with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the Consultant to vendors shall be subject to the approval of the Common Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable

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to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Attachment: Professional Services Agreement (RESOLUTION 3965 : Avero ELM System)

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 3965 : Avero ELM System)

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. **Exhibits.** Exhibit A, the City's Request for Proposals (RFP), and Exhibit B, the Consultant's Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. In the event of a conflict between the RFP and the proposal, the RFP shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2022.

ATTEST:

CITY OF MEQUON

By: _____
Caroline A. Fochs, City Clerk

By: _____
Andrew Nerbun, Mayor

Approved as to Form:

_____
Brian C. Sajdak, City Attorney

ATTEST:

CONSULTANT

By:_____

By: _____

Title:_____

Its: _____

Attachment: Professional Services Agreement (RESOLUTION 3965 : Avero ELM System)

EXHIBIT A

Proposal Dated June 29, 2022

Attachment: Professional Services Agreement (RESOLUTION 3965 : Avero ELM System)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-9655
www.ci.mequon.wi.us

Office of Public Safety Committee

TO: **Common Council**
FROM: **Patrick Pryor, Chief of Police**
DATE: **June 30, 2022**
SUBJECT: **RESOLUTION 3967 A Resolution Approving the Purchase of Two Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Installation and Purchase of Associated Equipment from General Communications, Milwaukee, Wisconsin in the Total Amount of $87,714**

Background

The Mequon Police Department has a safety plan for scheduling replacement of its vehicles. For the last 17+ years, the Department has replaced department vehicles that approach or exceed 100,000 miles and show significant signs of wear as emergency vehicles. The Department is proposing to replace two (2) department squads, one that has been in service since 2014 and the other since 2017, based on available funds.

Analysis

The 2014 Ford Police Interceptor to be replaced currently has 92,000+ miles. This squad was a former administrative squad, now being utilized for off-site training and schools attended by department personnel. This squad is driven, on average, approximately 1,000 miles per month. This would put the mileage approaching or over 100,000 miles by the time ordering and setup occurs and when the changeover would be complete, especially with current supply chain issues.
The 2017 Ford Police Interceptor to be replaced currently also has 92,000+ miles. This squad is used as an unmarked patrol squad by patrol officers. It is operated between 12-18 hours a day, seven days per week. This squad is driven, on average, approximately 1,600-2,000 miles per month. This would put the mileage above 100,000 miles by the time ordering and set up occurs and when the changeover would be complete.

The proposed action is to purchase two 2023 Ford Police Interceptor SUV's. The Department will need to purchase new prisoner partition cages, radio consoles, plastic rear seats, sirens, and a few other specialty items when purchasing these vehicles. This is required to be done as the body style and interior of the Interceptor model has changed over the years and the equipment currently in the vehicles will not fit. Any equipment that can be transferred from the old to the new squads will be utilized. The manufacturers of the equipment have advised that this equipment should be able to be used well into the future since another redesign of the Ford Interceptor should not occur again for some time as the last one was done in 2020.

Purchasing the Ford Police Interceptor will keep the department's fleet of squads consistent with the other administrative and regular patrol vehicles as far as handling, equipment and familiarity for the individuals that operate them.

The Police Department has obtained a bid from the Ewald Automotive Group (dealership awarded the State of Wisconsin bid). This follows the City's financial policies as the item is being purchased through a cooperative purchasing arrangement such as the State bid list, or State of Wisconsin VendorNet. Ewald Automotive has been providing squads to the City for many years. Other dealerships have essentially stated they cannot compete with the state bid. Ewald historically delivers the squads directly to the Mequon Police Department approximately 180 days (on average) from the date of order. Currently, due to supply chain issues, the squads cannot be ordered until August 11, 2022, and Ewald is unable to guarantee any delivery dates but is hopeful to stay close to the 180-day average period. Ewald also provides an invoice process, which is more efficient for the Department when it comes to acquiring the vehicles.

Based on the specifications requested, Ewald has agreed to a price of $38,091 for the 2023 Ford Police Interceptor Utility Administrative vehicle (the Ewald Automotive quote indicates a 2022 model year, but it will be providing a 2023 model year due to the closure of the build dates). Ewald has also agreed to a price of $37,658 for the 2023 Ford Police Interceptor Utility Patrol vehicle (the Ewald Automotive quote indicates a 2022 model year, but it will be providing a 2023 model year due to the closure of the build dates).

Fiscal Impact

The replacement of the two (2) squads totals $75,749. Purchase and installation of all associated equipment by General Communications of Milwaukee will cost $11,965. The total project cost is $87,714. Sufficient funds have been budgeted and set aside for this procurement.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on July 12, 2022.

Attachments:
2023 FORD INTERCEPTOR UTILITY NON-HYBRID ADMINISTRATION (PDF)
2023 FORD INTERCEPTOR UTILITY NON-HYBRID PATROL (PDF)
Mequon PIU #19 Quote (PDF)
Mequon PIU Quote #21 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3967

A Resolution Approving the Purchase of Two Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Installation and Purchase of Associated Equipment from General Communications, Milwaukee, Wisconsin in the Total Amount of $87,714

A. The City of Mequon Police Department provides 24-hour police services 365 days per year with a plan for scheduled replacement of police vehicles.

B. Staff requested a quote on the purchase of two sport utility vehicles, specifically model year 2023 Ford Police Interceptor Utility (Explorer) vehicles and researched associated equipment and installation costs.

C. Ewald Automotive Group used the State of Wisconsin procurement process for the replacement of the two (2) vehicles at $75,749, and General Communications of Milwaukee provided a cost of $11,964.37 for equipment and installation.

D. Staff recommends the purchase of the vehicles and the associated equipment from funds set aside each year for this purpose.

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

1. Staff is hereby directed to enter into a purchase agreement to replace two existing police squads with Ewald Automotive Group at their total bid of $75,749; and to purchase and install the associated equipment with General Communications for $11,965 subject to review and approval by the City Attorney.

2. Funds for this purchase will be from the Police Vehicle Replacement Account 410786-725011-10235.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

Caroline Fochs, City Clerk

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID ADMINISTRATION (RESOLUTION 3967 : Purchase of Two Police Vehicles)

Mequon Police Department

Prepared For: Lindsay Graycarek

262-242-3500

lgraycarek@ci.mequon.wi.us

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote Worksheet

	MSR
Base Price	$41,110.(
Dest Charge	$1,495.(
Total Options	$467.(
Subtotal	**$43,072.(**
Subtotal Pre-Tax Adjustments	**$0.(**
Less Customer Discount	($4,981.0
Subtotal Discount	**($4,981.0**
Trade-In	$0.(
Subtotal Trade-In	**$0.(**
Taxable Price	**$38,091.(**
Sales Tax	$0.(
Subtotal Taxes	**$0.(**
Subtotal Post-Tax Adjustments	**$0.(**
Total Sales Price	**$38,091.(**

Comments:

2023 Ford Interceptor Utility Non-Hybrid to your specs as detailed, (Administration Vehicle Spec). Registration fees are not included. Delivery can not be anticipated due to current market conditions.

Order bank due to open up on 8/11/22.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 16748. Data Updated: Jun 16, 2022 6:50:00 PM PDT.

Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID ADMINISTRATION (RESOLUTION 3967 : Purchase of Two Police Vehicles)

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
	Transmission w/Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	80-Amp/Hr 800CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	1670# Maximum Payload
	GVWR: 6,840 lbs (3,103 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion Traction Battery
Exterior	
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW
	Steel Spare Wheel

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 16748. Data Updated: Jun 16, 2022 6:50:00 PM PDT.

Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID ADMINISTRATION (RESOLUTION 3967 : Purchase of Two Police Vehicles)

Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior	
	Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Headlamps
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
	Integrated Roof Antenna
	1 LCD Monitor In The Front
Interior	
	8-Way Driver Seat
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column

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Data Version: 16748. Data Updated: Jun 16, 2022 6:50:00 PM PDT.

Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID ADMINISTRATION (RESOLUTION 3967 : Purchase of Two Police Vehicles)

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior

	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Batte Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Fleet Telematics Modem Selective Service Internet Access
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Systems Monitor
	Redundant Digital Speedometer

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Trip Computer
	Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	$41,110.00

COLORS

CODE	DESCRIPTION
M7	Carbonized Grey

ENGINE

CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	($3,370.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
___	3.73 Axle Ratio (STD)	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
M7	Carbonized Grey	$0.00

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
F6	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Cloth Rear -inc: driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar) and passenger 2-way manual track (fore/aft, w/manual recline)	$60.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
16D	Badge Delete -inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)	$0.00
21L	Front Warning Auxiliary LED Lights -inc: driver side - red/passenger side - blue	$550.00
549	Heated Sideview Mirrors	$60.00
64E	Wheels: 18" Painted Aluminum -inc: Spare wheel is an 18" conventional (Police) black steel wheel	$475.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
16C	1st & 2nd Row Carpet Floor Covering -inc: front and rear floor mats	$125.00
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	$50.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	$340.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	$50.00
60R	Noise Suppression Bonds (Ground Straps)	$100.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Delivery from Hartford Ford to Mequon	$27.00
DI-2	2023 Model Year Price Increase	$2,000.00
	Options Total	**$467.00**

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Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID ADMINISTRATION (RESOLUTION 3967 : Purchase of Two Police Vehicles)

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$41,110.00
Total Options	$467.00
Vehicle Subtotal	$41,577.00
Destination Charge	$1,495.00
Grand Total	**$43,072.00**

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID PATROL (RESOLUTION 3967 : Purchase of Two Police Vehicles)

Mequon Police Department

Prepared For: Lindsay Graycarek

262-242-3500

lgraycarek@ci.mequon.wi.us

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSR
Base Price	$41,110.(
Dest Charge	$1,495.(
Total Options	$12.(
Subtotal	**$42,617.(**
Subtotal Pre-Tax Adjustments	**$0.(**
Less Customer Discount	($4,959.0
Subtotal Discount	**($4,959.0**
Trade-In	$0.(
Subtotal Trade-In	**$0.(**
Taxable Price	**$37,658.(**
Sales Tax	$0.(
Subtotal Taxes	**$0.(**
Subtotal Post-Tax Adjustments	**$0.(**
Total Sales Price	**$37,658.(**

Comments:

2023 Ford Interceptor Utility Non-Hybrid to your specs as detailed (Patrol Vehicle Spec). Registration fees are not included. Delivery can n be anticipated due to current market conditions.

Order bank due to open up on 8/11/22.

Dealer Signature / Date

Customer Signature / Date

Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID PATROL (RESOLUTION 3967 : Purchase of Two Police Vehicles)

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Data Version: 16740. Data Updated: Jun 14, 2022 6:58:00 PM PDT.

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
	Transmission w/Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	80-Amp/Hr 800CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	1670# Maximum Payload
	GVWR: 6,840 lbs (3,103 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion Traction Battery
Exterior	
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW
	Steel Spare Wheel

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior	
	Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Headlamps
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
	Integrated Roof Antenna
	1 LCD Monitor In The Front
Interior	
	8-Way Driver Seat
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Batte Level, Trip Odometer and Trip Computer

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Power Rear Windows and Fixed 3rd Row Windows
	Fleet Telematics Modem Selective Service Internet Access
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Systems Monitor
	Redundant Digital Speedometer
	Trip Computer
	Analog Appearance

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Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	$41,110.00

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	($3,370.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
___	3.73 Axle Ratio (STD)	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black	$0.00

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6 -way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	$260.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
51R	Driver Only LED Spot Lamp (Unity)	$395.00
549	Heated Sideview Mirrors	$60.00
59J	Keyed Alike - 1111x	$50.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	$50.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	$25.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	$340.00
60R	Noise Suppression Bonds (Ground Straps)	$100.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	$75.00
85D	Front Console Plate Delete	$0.00

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Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Delivery from Hartford Ford to Mequon	$27.00
Price	2023 Model Year Price Increase	$2,000.00
	Options Total	**$12.00**

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Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	$41,110.00
Total Options	$12.00
Vehicle Subtotal	$41,122.00
Destination Charge	$1,495.00
Grand Total	**$42,617.00**

Attachment: 2023 FORD INTERCEPTOR UTILITY NON-HYBRID PATROL (RESOLUTION 3967 : Purchase of Two Police Vehicles)

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GENCOMM
2880 Commerce Park Drive
Madison, WI 53719
Madison - (608)271-4848
Milwaukee - (262)439-2000
Eau Claire - (715)225-7604
WI Rapids - (715)424-3050
800-356-3200 | www.gencomm.com

SALES QUOTE

Sales Quote No: 25028
Date: 4/20/22
Account No: 2687

Bill To:
Mequon Police Department
11300 North Buntrock Avenue
Mequon, WI 53092
USA

Ship To:
Mequon Police Department
Attn: Lindsay Graycarek
11300 North Buntrock Avenue
Mequon, WI 53092
USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Scott Lesniewski	PIU #19	Installation	NET 30 Days	5/20/22

Notes

Vehicle #19
VIN
Ford Utility

Sergeant Mark Kastens
Administrative Sergeant
Mequon Police Department
11300 N. Buntrock Avenue
Mequon, WI 53092
262-242-3500-Station
262-408-7180-Work Cell
Mkastens@ci.mequon.wi.us

Items Department will Provide
Gun Lock - Over Head
Siren Controller
Printer
Siren Speaker
HRP1
Belco Electronics Box
Mongoose
Computer and Power Supply
Docking Station
External Radio Speaker
Mag Mounts
Antenna's

Item No	Description	Quantity	UM	Price	Amo
7160-0063	Gamber Johnson Cigarette Lighter Adapter Kit (includes ROHS compliant 12v receptacle and wire kit)	2.00	Each	$19.00	$38.(
NMO58U-NC	PCTEL Coax and Mount for 800 MHz, No Conn	1.00	Each	$25.25	$25.2
PCTCN8090	PCTEL Antenna w/o cables. 806-960MHz, 150 Watts. 17-7PH Stainless Steel.	1.00	Each	$15.25	$15.2
7187B	Blue Sea EII 100 Amp Reset Circuit Breaker - 7187B	1.00	Each	$47.00	$47.(
5026	Blue Sea EII 12-Circuit W/Cover Fuse Block	1.00	Each	$47.00	$47.(
5028B	Blue Sea EII 6 Gang ATC Fuse Block w/Cover	1.00	Each	$35.00	$35.(
GCI-REAR	GCI - Custom Rear Vehicle Harness	1.00	Each	$216.20	$216.2
15082	Gamber Johnson Faceplate for 2 Cig and 1 USB	1.00	Each	$0.00	$0.(
7160-0339	Gamber Faceplate for S.O. 481R Controller	1.00	Each	$0.00	$0.(
GJF	Gamber Johnson Freight - This is an estimate - Price will be determined at time of order	1.00	Each	$0.00	$0.(
INSTCW	Installation Labor and Removal	1.00	Each	$3,500.00	$3,500.(
RL3040	Metra Install Bay 12 Volt 30/40 amp Relay	1.00	Each	$9.75	$9.7

Attachment: Mequon PIU #19 Quote (RESOLUTION 3967 : Purchase of Two Police Vehicles)

GENCOMM
2880 Commerce Park Drive
Madison, WI 53719
Madison - (608)271-4848
Milwaukee - (262)439-2000
Eau Claire - (715)225-7604
WI Rapids - (715)424-3050
800-356-3200 | www.gencomm.com

SALES QUOTE

Sales Quote No: 25028
Date: 4/20/22
Account No: 2687

Bill To:
Mequon Police Department
11300 North Buntrock Avenue
Mequon, WI 53092
USA

Ship To:
Mequon Police Department
Attn: Lindsay Graycarek
11300 North Buntrock Avenue
Mequon, WI 53092
USA

SHOPFEE	Installation Shop Fee	1.00	Each	$100.00	$100.(
7170-0734-01	Gamber Johnson Low Profile Console Box, cup holder and armrest For 2023 Utility	1.00	Each	$522.00	$522.(
SEF	Setina Freight - This is an estimate - Shipping cost will be determined at time of order	1.00	Each	$0.00	$0.(
ELUC3H010E	SoundOff Universal UnderCover Screw-In LED Insert, 9-32 Vdc w/ 10' 5-wire harness, Dual Color - B/W	1.00	Each	$104.00	$104.(
ELUC3H010D	SoundOff Universal UnderCover Screw-In LED Insert, 9-32 Vdc w/ 10' 5-wire harness Dual Color - R/W	1.00	Each	$104.00	$104.(
ENT2B3E	SoundOff Intersector Under Mirror Lightheads - Dual Color Blue/White	1.00	Each	$189.00	$189.(
ENT2B3D	SoundOff Intersector Under Mirror Lightheads - Dual Color Red/White	1.00	Each	$189.00	$189.(
EMPS1STS3D	Soundoff 3" mPower Fascia Light R/W (Front Grille)	1.00	Each	$113.50	$113.!
EMPS1STS3E	Soundoff 3" mPower Fascia Light W/Stud Mount B/W (Front Grille)	1.00	Each	$113.50	$113.!
EMPS1SLS3E	Soundoff 3" mPower Fascia Light w/ Stud Mount, B/W (License Plate Bracket)	1.00	Each	$113.50	$113.!
EMPS1SLS3D	Soundoff 3" mPower Fascia Light w/ Stud Mount, R/W (License Plate Bracket)	1.00	Each	$113.50	$113.!
SAK66P	Whelen Siren Bracket for Ford Utility 2020, Passenger Side	1.00	Each	$41.00	$41.(
C-EB30-CH7-1P	Havis 1 Pc Faceplate 3" Mounting Space, Fits M/A-COM CH-721	1.00	Each	$0.00	$0.(
ETFBSSN-P	Soundoff Tail Light Flasher, 2020+ PIU	1.00	Each	$51.00	$51.(
CG-X	Havis Universal Chargeguard Control Module	1.00	Each	$87.00	$87.(
S4702UINT20OSB	Pro-gard Standard Transport Seat w/ Poly Window Cargo Barrier, and Outboard Seat Belts	1.00	Each	$1,204.00	$1,204.(
PGF	Pro-Gard Freight - This is an estimate - Shipping cost will be determined at time of order	1.00	Each	$0.00	$0.(
PMP1BRK2LPV	Soundoff License Plate Bracket, Vertical Mount for mPower 3" Fascia Light w/ Stud Mount - mounts 2	1.00	Each	$24.00	$24.(
PT1176ITU20TM	Setina Transfer Kit for to a 2020 Utility for XL partition/Tall Man	1.00	Each	$365.00	$365.(
PRODNEEDED	Transfer Brackets and Shroud for Interior LB	1.00	Each	$263.00	$263.(
15371	Kussmaul Dual USB Power Port	1.00	Each	$73.00	$73.(

Returns & exchanges are accepted within 30 days of purchase and require an RMA Number. Items must be in unused condition and in original packaging. Special order items are non-returnable and may not be canceled once shipped from vendor.

Subtotal	$7,703.4
Freight	$500.(
Sales Tax	$0.(
Sales Order Total	$8,203.4

Attachment: Mequon PIU #19 Quote (RESOLUTION 3967 : Purchase of Two Police Vehicles)

GENCOMM
2880 Commerce Park Drive
Madison, WI 53719
Madison - (608)271-4848
Milwaukee - (262)439-2000
Eau Claire - (715)225-7604
WI Rapids - (715)424-3050
800-356-3200 | www.gencomm.com

SALES QUOTE

Sales Quote No: 25029
Date: 4/20/22
Account No: 2687

Bill To:
Mequon Police Department
11300 North Buntrock Avenue
Mequon, WI 53092
USA

Ship To:
Mequon Police Department
Attn: Mark Kastens
11300 North Buntrock Avenue
Mequon, WI 53092
USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Scott Lesniewski	Ford PIU #21	Installation	NET 30 Days	5/20/22

Notes

2023 Ford PIU
Car #21
VIN

Sergeant Mark Kastens
262-408-7180
mkastens@ci.mequon.wi.us

Items Provided by the Department
Siren Controller
Speaker
Side Window Lights
Rear Window Lights
Weapons Drawer
Salt and Pepper Shaker Antennas

Item No	Description	Quantity	UM	Price	Amo
INSTCW	Installation and Removal Labor	1.00	Each	$2,000.00	$2,000.(
TOGGLE SWITCH	Metra Toggle Switch	1.00	Each	$15.00	$15.(
7170-0734-01	Gamber Johnson Low Profile Console Box, cup holder and armrest For 2023 Utility	1.00	Each	$522.00	$522.(
MMSU-1	Magnetic Mic Single Unit Conversion Kit	1.00	Each	$28.00	$28.(
7160-0063	Gamber Johnson Cigarette Lighter Adapter Kit (includes ROHS compliant 12v receptacle and wire kit)	1.00	Each	$19.00	$19.(
15371	Kussmaul Dual USB Power Port	1.00	Each	$73.00	$73.(
GJF	Gamber Johnson Freight - This is an estimate - Price will be determined at time of order	1.00	Each	$150.00	$150.(
BL-5032B	Blue Sea Systems ATO/ATC Split Bus Fuse Block	1.00	Each	$56.50	$56.5
NMO58UCP	PCTEL Roof Mount Mobile Antenna Mounting Kit - 0-960 MHz, 3/4" Hole, Brass, 17' Cable, PL259 Incl	1.00	Each	$25.25	$25.2
RFT-1202-2T	RF Industries TNC Male Connector for RG58/U, 58A/U, RG141 & Ultralink. 0-3 GHz freq range,	1.00	Each	$7.50	$7.5
7187B	Blue Sea EII 100 Amp Reset Circuit Breaker - 7187B	1.00	Each	$47.00	$47.(
RL3040	Metra Install Bay 12 Volt 30/40 amp Relay	1.00	Each	$9.75	$9.7
SAK66P	Whelen Siren Bracket for Ford Utility 2020, Passenger Side	1.00	Each	$41.00	$41.(
C-EB30-CH7-1P	Havis 1 Pc Faceplate 3" Mounting Space, Fits M/A-COM CH-721	1.00	Each	$0.00	$0.(
QWB760	LAIRD's QWB760 760 – 870 MHz unity gain omnidirectional antenna. NMO / Motorola…	2.00	Each	$13.46	$26.9
15082	Gamber Johnson (Faceplate) Rocker Switch and Cigarette Knockout Panel - Set of 3	1.00	Each	$0.00	$0.(
EMPS1SLS3D	Soundoff 3" mPower Fascia Light w/ Stud Mount R/W (Front Window)	1.00	Each	$113.50	$113.5

Attachment: Mequon PIU Quote #21 (RESOLUTION 3967 : Purchase of Two Police Vehicles)

GENCOMM
2880 Commerce Park Drive
Madison, WI 53719
Madison - (608)271-4848
Milwaukee - (262)439-2000
Eau Claire - (715)225-7604
WI Rapids - (715)424-3050
800-356-3200 | www.gencomm.com

SALES QUOTE

Sales Quote No: 25029
Date: 4/20/22
Account No: 2687

Bill To:
Mequon Police Department
11300 North Buntrock Avenue
Mequon, WI 53092
USA

Ship To:
Mequon Police Department
Attn: Mark Kastens
11300 North Buntrock Avenue
Mequon, WI 53092
USA

EMPS1SLS3E	Soundoff 3" mPower Fascia Light w/ Stud Mount B/W (Front Window)	1.00	Each	$113.50	$113.5
ECVDMLTAL00	Soundoff LED Dome Light, Universal Mount w/ Red LED Night Light - White Lens	1.00	Each	$62.00	$62.(
ELUC3H010E	Soundoff Universal UnderCover Screw-In LED Insert, 9-32 Vdc w/ 10' 5-wire harness, Dual Color - B/W	2.00	Each	$104.00	$208.(
ELUC3H010D	SoundOff Universal UnderCover Screw-In LED Insert, 9-32 Vdc w/ 10' 5-wire harness Dual Color - R/W	2.00	Each	$104.00	$208.(
PMP1WSDDB	Soundoff Dual Window Shroud Kit for 3" Light w/ Stud Mount - Black	1.00	Each	$35.00	$35.(

Returns & exchanges are accepted within 30 days of purchase and require an RMA Number. Items must be in unused condition and in original packaging. Special order items are non-returnable and may not be canceled once shipped from vendor.

Subtotal	$3,760.9
Freight	$0.(
Sales Tax	$0.(
Sales Order Total	$3,760.9

Attachment: Mequon PIU Quote #21 (RESOLUTION 3967 : Purchase of Two Police Vehicles)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-2530
Fax: 262-242-5042
www.ci.mequon.wi.us
Office of Fire/Ambulance

TO: **Common Council**
FROM: **David Bialk, Fire Chief**
DATE: **June 27, 2022**
SUBJECT: **RESOLUTION 3968 A Resolution Approving the Purchase of a Fire Department Ambulance from Life Line Emergency Vehicles of Middleton, Wisconsin in the Amount of $296,511**

Background

The City of Mequon Fire Department maintains a fleet of three ambulances. The Fire Department follows a planned replacement schedule of purchasing a new ambulance every four to five years. When the Wisconsin Public Policy Forum started their research into the possible consolidation of fire departments in Ozaukee County in 2019, the purchasing of vehicles was put on hold. Now that the Mequon Fire Department and Thiensville Fire Department are consolidating, the vehicle replacement schedule for the Mequon Fire Department has been revised until the Southern Ozaukee Fire Department has its own replacement schedule. The current fleet of Mequon Fire Department ambulances consists of:

- 2009 Ford Ambulance 951 13 years old / 129,025 miles
- 2014 Ford Ambulance 952 8 years old / 97,947 miles
- 2017 Ford Ambulance 950 7 years old / 76,750 miles

Analysis

A specification for a new ambulance was developed using the existing ambulances as a template. The Fire Department specifications were sent out for quotes to three different vendors and four quotes were returned ranging from $297,000 to $358,000, including a demonstration unit priced at $327,000. The delivery dates also varied considerably, from the Spring of 2023 to the Fall of 2024. The following quotes were received:

Dealer	Price	Delivery Date
Foster Coach Sales	$359,909	Fall 2024
Foster Coach Sales (Demonstration Unit)	$326,087	March 2023
Osage Ambulance	$308,085	Spring 2024
Life Line Emergency Vehicles	$296,511	Summer of 2024

The addition of a new ambulance in the Summer of 2024 to the existing fleet of Mequon vehicles will ultimately change the value of the Mequon vehicle fleet as appraised by Gerlach Companies earlier this spring. This is something that will need to be worked out with the Southern Ozaukee Fire Department Board, as the two communities to come up with a fair and equitable transfer of funds. Presently, the Village of Thiensville owns two ambulances, both of which are more than 15 years old.

Upon delivery, the City's retired 2009 ambulance will be sold at auction. Similar units to the 2009 ambulance recently have sold for about $20,000 at auction.

Fiscal Impact

Life Line Emergency Vehicle	$296,511
Sale of used ambulance at action	($20,000)
Total Net Cost:	$276,511

The current capital account 410786-725011-10236 has $559,505 in it for vehicle replacement.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on July 12, 2022.

Attachments:
lifeline quote (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3968

A Resolution Approving the Purchase of a Fire Department Ambulance from Life Line Emergency Vehicles of Middleton, Wisconsin in the Amount of $296,511

A. The City of Mequon Fire Department has a plan for the scheduled replacement of Fire and Emergency Medical Service vehicles, including the City's ambulances which are in service 24 hours-a-day, 365 days-a-year.

B. To replace one of the Department's three ambulances, staff sought out proposals for the purchase of one 2022 or newer truck chassis ambulance specifically modified to perform the role of Advance Life Support medical care and transport and the associated equipment and installation costs.

C. Life Line Emergency Vehicles of Middleton, Wisconsin has provided a satisfactory quote at the lowest cost of $296,511.

D. Staff recommends the purchase of the vehicle from Life Line Emergency Vehicles and associated equipment using funds set aside each year for this purpose.

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

1. Staff is hereby authorized and directed to enter into a purchase agreement to replace an existing Ambulance from Life Line Emergency Vehicles at a cost of $296,511 subject to review and approval by the City Attorney.

2. Funds for this purchase will be paid from the Fire Vehicle Replacement Account 410786-725011-10236

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: July 12, 2022

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

_____
Caroline Fochs, City Clerk

LIFE LINE
EMERGENCY VEHICLES

AMBULANCE QUOTE

City of Mequon (Fire Department)
David L. Bialk
11133 N Cedarburg Rd.
Mequon, WI 53092
262-242-2530
262-242-5042
dbialk@ci.mequon.wi.us

Jefferson Fire & Safety Inc
Rob Little
7620 Donna Drive
Middleton, WI 53562
(608) 836-0068
rob@jeffersonfire.com

Exp. Date: 06/30/2022
Quote No: 10883-0001 Mequon Fire Department
BODY: SUPER D 167" SUPERLINER TYPE I

05/09/2022

PART NO	S	DESCRIPTION	QTY	
		== 167" SUPERLINER TYPE I - 1.000 04/03/13 ==	*1*	
		MASTER PARTS REVISION DATE (Start 04-06-22 to 07-12-2	1	
00-00-0500	<	*LIFE LINE WARRANTY* Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	*1*	
00-00-0700	<	*>>>SHOP COPY DATE - FACTORY USE ONLY<<<* Date Order Placed By Dealer: Draft Work Order Process Date: 1st Dealer Draft Date:	*1*	

Attachment: lifeline quote (RESOLUTION 3968 : Purchase of a replacement ambulance)

PART NO	S	DESCRIPTION	QTY	
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1	
95-SP-0700		Change After Production Start (Published Price + 75%)	1	
95-SP-0800		Change After Production Completion (Published Price + 100%)	1	
	<	***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***	1	
		This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles.		
		THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS.		
		Date Of Order:		
		Franchised Distributor:		
		Quote Number:		
		Ordered By:_____		
		Total		**291,511.00**

Attachment: lifeline quote (RESOLUTION 3968 : Purchase of a replacement ambulance)

APPOINTEE INFORMATION SHEET

Name of Board or Commission: **Planning Commission**

Position: **Alternate #4**
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: **Bruce Barnes**

Address: **9615 W. Huntington Drive, 53097**
(Include zip code)

Appointment By Mayor: **Andrew Nerbun** By Alderman _____
(Name)

At Large Appointment: **A/L** Aldermanic Dist. Appointment _____
(Dist. Number)

Appointee Term Length: **1 year** Appointee Term Expiration Date: **5/1/2023**

Comments: _____

TYPE OF APPOINTMENT

New: **X** Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: **X**

Name of person being replaced: **N/A**

Date submitted to Council: **7/12/22**

Attachment: Mayor appt_Planning Commission (7488 : Mayoral Appointment- Planning Commission)

City of Mequon

W5255 W. Centerburg Road, WAW
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

5/10/2022

Name: Bruce G. Barnes

Address: 9615 W. Huntington Drive **Zip Code:** 53097

Home Phone Number: 262-389-5256 **Years of Residence in Mequon:** 30

Employer (or School): Retired

Address: _____ **Occupation:** was Traffic Engineer/ Civil Engineer

Can you be reached during working hours: — **Work Phone:** —

E-mail Address (es): Kbbarnes@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):

Professional background working for both private sector (engineering consultants) & public agencies (WisDOT/Waukesha County). Diverse projects included traffic improvements, site development & local government coordination.

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):

Served on Mequon's Park Board for many years. Also Mequon "Town Center" planning sub-committee. Huntington Park's subdivision homeowners association board member for several years.

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):

Public works, engineering, traffic issues, construction.

RECEIVED
MAY [illegible] 2022
City Administrator
Mequon, Wisconsin

Revised: November 2017

Attachment: Mayor appt_Planning Commission (7488 : Mayoral Appointment- Planning Commission)

SCHOOL	# OF YEARS ATTENDED	AREAS OF STUDY	WHERE
High School	4		Nicolet (Glendale)
College	5	- Civil Engineering - Business Admin	UW-Madison
Post Graduate	1½	- Transportation Engineering	UC-Berkeley
Trade/Specialty			

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference -#1 being first choice:

2	Architectural Board		Hiram Schmidt Fund
6	Board of Appeals		Joint Mequon-Thiensville Bike & Pedestrian Way Commission
	Board of Police & Fire Commissioners		Landmarks Commission
4	Board of Review	5	Mequon Nature Preserve Advisory Committee
3	Economic Development Board		Milwaukee River Advisory Committee
	Ethics Board		Park and Open Space board
	Festivals Committee	(1)	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.

Bruce Barnes
Signature

5/10/2022
Date

Revised: November 2017

Attachment: Mayor appt_Planning Commission (7488 : Mayoral Appointment- Planning Commission)

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

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

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **July 7, 2022**
SUBJECT: **Closed Session for Class Action Suit and Legal Service Proposals**

Background

There are two potential closed sessions on the agenda:

Monsanto Lawsuit. The Common Council may enter into closed session pursuant to Wis. Stat. § 18.85(1)(g) for the purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, and then may re-enter open session to take such action it deems appropriate. This section allows for the use of a closed session to discuss the potential Settlement of City of Long Beach, *et al.* v. Monsanto Company, *et al.,* 16-cv-03493-FMA-AS, U.S. District Court, Central District of California.

City Legal Services Proposals. The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public official over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as deemed appropriate, and Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

These sections allow for the use of a closed session to discuss the review of City Legal Service Proposals because the City Attorney is a statutory officer over which with Council exercises responsibility and the proposals are ultimately contractual agreements for which negotiation or bargaining may play a role.

Common Council Action Required

Motion to enter closed session pursuant to Wis. Stat. as stated above.

Attachments:
Class Action Settlement Monsanto (PDF)

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION

Case No.: 2:16-cv-03493-FMO-AS

NOTICE OF PENDENCY OF CLASS-ACTION PROPOSED SETTLEMENT AND COURT-APPROVAL HEARING

TO: As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.

THIS IS A COURT-APPROVED NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU POTENTIAL BENEFITS. THIS IS *NOT* A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is (i) to advise you of a proposed settlement (referred to as the "Settlement") of the above-captioned consolidated lawsuits (the "Action") pending against Monsanto Company, Solutia Inc., and Pharmacia LLC (the former Monsanto Company) (collectively, "Defendant" or "Monsanto") in the United States District Court for the Central District of California (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement, to be held on October 13, 2022, at 10:00 a.m., before the Honorable Fernando M. Olguin, United States District Judge of the United States District Court for the Central District of California, located at 350 W. First St., Los Angeles, California 90012.

II. WHAT IS THE ACTION ABOUT?

Plaintiffs City of Long Beach, Mayor and City Council of Baltimore, City of Berkeley, City of Chula Vista, County of Los Angeles, City of Oakland, City of Portland, Port of Portland, City of San Diego, City of San Jose, and City of Spokane filed lawsuits against Defendant in district courts in their respective jurisdictions. In their complaints, Plaintiffs asserted that Defendant manufactured a class of industrial chemicals called polychlorinated biphenyls ("PCBs") between the 1930s and 1977 and stated various causes of action against Defendant for alleged PCB-related impairments to the environment, including to water bodies. Plaintiffs alleged that PCBs are present at sites and public properties, including in stormwater, stormwater and wastewater systems, water bodies, sediment, natural resources, fish and wildlife. Plaintiffs sought compensatory damages and injunctive and equitable relief.

Attachment: Class Action Settlement Monsanto (7487 : Closed session memo public)

On March 14, 2022, the Court entered an order certifying the Action as a class action, and specifically certifying a Nationwide Class defined as: **As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.** The claims certified for class-action treatment include claims that Defendant's PCBs and PCB-containing products were defectively designed, that the risks of environmental harm associated with PCBs and PCB-containing products outweighed the benefits of their uses, that Defendant failed to warn of the risks of harm associated with PCBs and PCB-containing products, and that Plaintiffs and the Settlement Class Members suffered property damage as a result of PCB contamination.

Defendant denies that class certification was or remains appropriate (except for purposes of the proposed settlement), denies that its PCBs and PCB-containing products were defectively designed, denies that the risks of environmental harm associated with PCBs and PCB-containing products outweigh their benefits, denies that it acted unlawfully, and asserts various legal and factual defenses against Plaintiffs' claims.

The parties reached a settlement before the Court resolved the claims and defenses of the parties in the Action. Therefore, the Court never resolved whether Defendant did anything wrong.

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the Plaintiffs' claims or Defendant's defenses. Plaintiffs and Defendant recognize that to resolve these and other important issues would be time-consuming, uncertain, and expensive, which is part of the reason for the Settlement.

III. WHO IS PART OF THE PROPOSED SETTLEMENT?

Plaintiffs and Defendant have entered into an agreement to settle the Action (the "Settlement Agreement"). The Court has preliminarily approved the Settlement Agreement as fair, reasonable, and adequate. The Court will hold a final Court Approval Hearing, as described below, to consider whether to make the settlement final.

You are a Class Member if you are:

- **As of June 24, 2020 only, but not later, a NPDES Phase I or II city, town, village, borough, township, or independent port district MS4 permittee with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs;**

OR

- **As of June 24, 2020 only, but not later, a NPDES Phase I or II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.**

If you received this Notice about the proposed settlement in the mail, then you have been identified as an Initial Settlement Class Member according to the parties' records.

Initial Settlement Class Members have been identified in accordance with the Class Definition using three publicly maintained and available databases, as follows: (1) the U.S. EPA 303(d) list of bodies of water impaired by PCBs; (2) USGS HUC 12 Watersheds; (3) U.S. Census Bureau.

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IV. WHAT ARE THE KEY TERMS OF THE PROPOSED SETTLEMENT?

The key terms of the proposed Settlement are as follows.

1. ***Settlement Amount.*** Defendant has agreed to pay up to five hundred and fifty million dollars ($550,000,000) as the total and maximum dollar amount Defendant will be obligated to pay as a net class benefit if the Court grants final approval and all other contingencies are met. This amount includes all payments (i) to Settlement Class Members in exchange for the Release (as described below), and (ii) to the Plaintiffs as class-representative awards (as described below). The Settlement Amount does not include the amount to be paid to Plaintiffs' attorneys for attorneys' fees and expenses actually incurred in the Action (as described below). The Settlement Amount also does not include the reasonable costs and expenses incurred in (1) the notice process, which includes all costs incurred in connection with preparing, printing, publishing, and mailing the Direct Notice; and (2) the administration process, which includes all costs and expenses incurred to hire a Class Action Settlement Administrator and costs of processing claims and administering the Settlement Agreement. Defendant will pay for the costs of the notice process and the costs necessary to process claims and administer the Settlement Agreement. The costs and expenses for implementing the Allocation by the Special Master also will be paid by Defendant. No costs and expenses for implementing the Allocation will be paid from the Settlement Fund.

2. ***Settlement Benefit.*** Each Settlement Class Member who has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Class Action Settlement Administrator based on the Settlement Class Allocation method developed by Lead Class Counsel, the Special Master, and the Named Class Plaintiffs' consulting experts, which has been approved by the Court as fair and reasonable.

The Settlement Amount will be allocated among four separate funds for Class Members. Any amount allocated to a Settlement Class Member in the Monitoring Fund or TMDL Fund that opts out of the Settlement will be reallocated to Settlement Class Members pursuant to the Settlement Agreement. **You may be eligible to receive a payment from one or more of these funds. You are required to apply to receive payment from certain funds.**

(a) Monitoring Fund. The Monitoring Fund will include $42,894,993.43. The funds are intended to pay for PCB sampling and/or any other mitigation efforts in the Settlement Class Member's sole discretion, as part of compliance with applicable law.

The Monitoring Fund will provide a payment to 2,320 Settlement Class Members, which excludes Settlement Class Members that receive over $100,000 from the TMDL Fund and Settlement Class Members that are also Sediment Site Entities. The Monitoring Fund provides payment at four general levels based on whether the Initial Settlement Class Member is a Phase I or Phase II NPDES Permittee, and whether the Initial Settlement Class Member contains a population of at least 100,000. Independent port districts are excluded from the population consideration and therefore included in levels above 100,000. Phase I Permittees are generally larger than Phase II Permittees. Class Members that are also TMDL Entities receiving over one hundred thousand dollars ($100,000) from the TMDL Fund will not receive money from the Monitoring Fund. Class Members that are also TMDL Entities receiving between fifty thousand dollars ($50,000) and one hundred thousand dollars ($100,000) from the TMDL Fund will receive partial payments ("Monitoring Fund Partial Payments") from the Monitoring Fund. These Monitoring Fund Partial Payments are calculated on a sliding scale: for every one thousand dollars ($1,000) above fifty thousand

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dollars ($50,000) received from the TMDL Fund, the Monitoring Fund Partial Payment will be reduced by two percent (2%) of a Base Payment. Base Payments are as follows: thirty thousand dollars ($30,000) for Phase I permittees with a population greater than or equal to one hundred thousand (100,000) and Phase I independent port districts; twenty thousand dollars ($20,000) for Phase I permittees with a population less than one hundred thousand (100,000); twenty five thousand dollars ($25,000) for Phase II permittees with a population greater than or equal to one hundred thousand (100,000) and Phase II independent port districts; fifteen thousand dollars ($15,000) for Phase II permittees with a population less than one hundred thousand (100,000). Settlement Class Members that are also TMDL Entities receiving less than $50,000 from the TMDL Fund will receive the full Monitoring Fund payment.

Notwithstanding any other payment made within the Allocation, Phase I Initial Settlement Class Members receiving no money or less than fifty thousand dollars ($50,000) from the TMDL Fund, with populations greater than or equal to 100,000 and Phase I independent port districts each will receive thirty two thousand twenty four dollars and forty seven cents ($32,024.47); Phase I Initial Settlement Class Members, receiving no money or less than fifty thousand dollars ($50,000) from the TMDL Fund, with populations less than 100,000 each will receive twenty two thousand twenty four dollars and forty seven cents ($22,024.47); Phase II Initial Settlement Class Members receiving no money or less than fifty thousand dollars ($50,000) from the TMDL Fund, with populations greater than or equal to 100,000, and Phase II independent port districts each will receive twenty seven thousand twenty four dollars and forty seven cents ($27,024.47); Phase II Initial Settlement Class Members receiving no money or less than fifty thousand dollars ($50,000) from the TMDL Fund, with populations less than 100,000 each will receive seventeen thousand twenty four dollars and forty seven cents ($17,024.47). Any amounts allocated to a Settlement Class Member that opts out will be reallocated within the formula for the Monitoring Fund.

Phase I ≥ 100,000 pop. and Phase I independent port districts:
68 x $32,024.47 = $2,177,663.96

Phase I < 100,000 pop.: 68 x $22,024.47 = $1,497,663.96

Phase II ≥ 100,000 pop. and Phase II independent port districts:
214 x $27,024.47 = $5,783,236.58

Phase II < 100,000 pop.: 1,956 x $17,024.47 = $33,299,863.32

Monitoring Fund Partial Payments: TMDL Entities receiving TMDL Funds between fifty thousand dollars ($50,000) and one hundred thousand dollars ($100,000) will receive a Monitoring Fund Partial Payment. Fourteen (14) TMDL Entities will receive a Monitoring Fund Partial Payment for a total of $136,565.61.

(b) TMDL Fund. The TMDL Fund will include $250,000,000. **Not every Settlement Class Member is eligible to receive payment from the TMDL Fund.** A Settlement Class Member will receive a payment from the TMDL Fund if the Settlement Class Member is subject to and/or responsible for a TMDL, TMDL Alternative, or TMDL Direct-to-Implementation regulation, promulgated or updated after January 1, 2010, wherein PCB is a named constituent.

The amount of TMDL Fund payments are determined by the following TMDL Allocation Calculation: for all TMDL Fund Entities, multiply (1) the total jurisdictional area within any HUC-12 Water-

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shed that contains a 303(d) water body with a PCB TMDL, by (2) the USGS Geodatabase Imperviousness of such jurisdictional area (known as "Weighted Imperviousness"). Then, proportionally normalize all Weighted Imperviousness values to calculate a weighted, relative percentage for each TMDL Fund Entity. Lastly, multiply (1) the weighted, relative percentage for each TMDL Fund Entity, by (2) the total fund less Population Factor Awards. A 0.7 multiplier is applied to any TMDL Fund Entity with a population of less than one hundred thousand (100,000). To account for large populations as a factor in the equitable allocation of the TMDL Fund, each TMDL Fund Entity town, city, village, borough, or township with a population of more than 1 million, and each TMDL Fund Entity county with a population of more than 2 million, will receive a Population Factor Award of $2 million. No Settlement Class Member will recover more than seven million five hundred thousand dollars ($7,500,000) under the TMDL Fund, regardless of whether a Population Factor Award would otherwise have provided for an amount greater than $7,500,000.

(c) Sediment Sites Fund. The Sediment Sites Fund will initially receive $150,000,000. **Not every Settlement Class Member is eligible to receive payment from the Sediment Sites Fund.** A Settlement Class Member will receive a payment from the Sediment Sites Fund if the Settlement Class Member is a Noticed Party/Potentially Responsible Party or named Responsible Party in at least one of three types of regulated Sediment Sites wherein PCBs have contaminated sediments due to stormwater contribution. The three types of Sediments Sites include only the following: (1) U.S. EPA Superfund Sites, (2) U.S. EPA Large Sediment Sites, and/or (3) Clean Water Act Category 4b Sites/Waters. The following is a list of Sediment Sites wherein at least one Initial Settlement Class Member is a Noticed Party/ Potentially Responsible Party or named Responsible Party due to stormwater contribution of PCBs: Diamond Alkali-Lower Passaic River (Newark, New Jersey); Newtown Creek (New York, New York); Gowanus Canal (New York, New York); Lower Duwamish Waterway (Seattle, Washington); Portland Harbor (Portland, Oregon); Commencement Bay, Near Shore/Tide Flats (Tacoma, Washington); Harbor Island (Lead) (Seattle, Washington); Pacific Sound Resources (Seattle, Washington); San Diego Bay (San Diego, California). Class Members who are eligible for Sediment Sites Fund payments are "Qualifying Sediment Site Entities." The following is the list of the twelve (12) Initial Settlement Class Members that are Noticed Parties/Potentially Responsible Parties or named Responsible Parties, due to stormwater contribution of PCBs, in at least one Sediment Site: City of Newark, New Jersey; City of New York, New York; City of Seattle, Washington; King County, Washington; Port of Seattle, Washington; City of Tukwila, Washington; City of Tacoma, Washington; Port of Tacoma, Washington; City of Portland, Oregon; Port of Portland, Oregon; City of San Diego, California; Port of San Diego, California.

The Sediment Sites Fund will be allocated among Qualifying Sediment Site Entities identified in Paragraph 79(c) of the Settlement Agreement, other than any Opt-Out Litigating Entity, by a court-appointed Special Master. The Special Master shall use the Sediment Sites Application to inform, guide, and design an equitable allocation among all eligible applicants based on the totality and relativity of the following PCB-caused factors: past costs and expenses spent as of the date of the application for Sediment Site remediation; past costs and expenses spent as of the date of the application for other mitigation required due to the Sediment Site; documented and evidenced future costs and expenses that will be spent for Sediment Site remediation; documented and evidenced future costs and expenses that will be spent for mitigation required due to the Sediment Site; and any other important factors or information deemed relevant by the Special Master. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential.

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Applications must be submitted within 65 days of the Final Approval Order. Applications may be submitted electronically following Final Approval to www.PCBClassAction.com.

If a Qualifying Sediment Site Entity fails to provide a Sediment Sites Application, the Special Master will work with the Allocation Experts to determine, upon application completed by the Allocation Experts, the allocation amount that could have been otherwise allocated to the Qualifying Sediment Site Entity that did not submit an application. For each Opt-Out Litigating Entity Qualifying Sediment Site Entity, the Sediment Sites Fund will be reduced by $12,500,000 ($150,000,000/12=$12,500,000) and this amount will be subtracted from the total Settlement Fund, with the balance of the Sediment Sites Fund being allocated to the Non-Opt-Out Qualifying Sediment Site Entities.

The Special Master will create an appeals process by utilizing a Sediment Sites Appeals Reserve Fund of up to ten percent (10%) of the $150,000,000 fund. The appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions will be at the discretion of the Special Master. The appeals process shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Sediment Sites Appeals Reserve Funds remaining after all appeals have been decided shall be redistributed to all Sediment Site Settlement Class Members on a pro-rata basis.

(d) Special Needs Fund. The Special Needs Fund will receive $107,105,006.57, further allocated into two separate parts known as Special Needs Fund, Part A and Special Needs Fund, Part B. **Settlement Class Members must apply to receive payment from these funds. Not every Settlement Class Member is eligible to receive payment from the Special Needs Funds.**

1. Special Needs Fund, Part A. Special Needs Fund, Part A is allocated $57,105,000. Not every Settlement Class Member is eligible for a payment from Special Needs Fund, Part A, which is intended to compensate and accommodate those Litigating Entities whose time, energy, effort, attorney work product, costs, expenses, and risk of litigation helped to cause the entire Class Settlement, for the benefit of all 2,528 Initial Settlement Class Members.

Payment from Special Needs Fund, Part A is available only to those Initial Settlement Class Members that are "Litigating Entities" --- i.e., Class Members that (1) have filed tort, public nuisance, and/or product liability lawsuits against Defendant for PCB contamination of stormwater and sediment, and/or (2) that are Named Class Members --- who submit Special Needs Fund, Part A Applications. Litigating Entities include only the following fifteen (15) Initial Settlement Class Members: City of Chula Vista, City of San Diego, Unified Port District of San Diego, City of Long Beach, County of Los Angeles, City of San Jose, City of Berkeley, City of Oakland, City of Portland, Port of Portland, City of Seattle, City of Tacoma, City of Spokane, City of Baltimore, and County of Baltimore.

The Special Master will equitably and reasonably allocate Part A funds, upon application, based on the totality and relativity of the following factors: whether outside counsel was retained; whether a lawsuit was filed; how long the lawsuit was filed at the time of Preliminary Class Approval; the case posture and procedure of any lawsuit; the amount, time, energy, cost, and productivity during discovery with Defendant; the retention of experts; the development of expert testimony and reports; the preparation and presentation of experts for deposition; the litigation of significant motions, including but not limited to motions to

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dismiss, discovery motions, motions for summary judgment or adjudication, in limine motions, and other motions; and any other important factors or information deemed relevant by the Special Master as having a significant impact on, or catalyst for, this Settlement. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential, and subject to Evidence Code section 408 and state law equivalent code sections, to this Settlement Allocation process and shall not be disclosed or shared beyond the review of the following: the Special Master, the Allocation Experts, Lead Class Counsel, the Class Action Settlement Administrator, and the Court. The Claims Administrator shall also provide Monsanto and the Court with a quarterly accounting of the Settlement Funds and any distributions made as part of the Allocation. The standard for any judicial oversight or review, if any, of the Special Master will be a "de novo" standard. The Special Master will give attention and consideration to any Litigating Entity that has incurred attorneys' fees to outside counsel, other than Lead or Co-Class Counsel. The Special Master will reasonably and equitably prioritize and reimburse any Litigating Entity that, through outside counsel other than Lead or Co-Class Counsel, incurred reasonable, documented out-of-pocket litigation costs. Litigating Entities that retained outside counsel, and that were not under contract for representation by Lead or Co-Class Counsel, may apply for and receive, subject to Special Master Allocation, an equitable and reasonable allocation for such outside counsel, including attorneys' fees and costs. Nothing herein shall prevent any Litigating Entity from applying for and receiving, subject to Special Master Allocation, an equitable allocation for in-house or general counsel fees, overhead, salaries, time, energy, costs, resources, and/or attention, including but not limited to city attorneys, county counsel, and/or general counsel.

Not every Settlement Class Member who submits a Special Needs Fund, Part A Application will receive payment from this Fund. Certain Settlement Class Members are not eligible to receive payment, or payment for certain categories, from the Special Needs Fund, Part A:

- Settlement Class Members that are not Litigating Entities shall not recover from the Special Needs Fund, Part A.
- Litigating Entities, which as of October 2019, were under contract for representation by Lead or Co-Class Counsel shall not recover for outside counsel fees or costs in the Special Needs Fund, Part A.
- Litigating Entities that do not timely return a completed application will not receive any payment from the Special Needs Fund, Part A.

Applications must be submitted within 65 days of the Final Approval Order. Applications may be submitted following Final Approval electronically to www.PCBClassAction.com.

The Special Master will create an appeals process by utilizing a Part A Appeals Reserve Fund of up to ten percent (10%) of the $57,105,000 fund. The appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions will be the discretion of the Special Master. The appeals process shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Part A Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall be redistributed to all Litigating Entities on a pro-rata basis.

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2. ***Special Needs Fund, Part B***. Special Needs Fund, Part B, is allocated $50,000,006.57. Not every Settlement Class Member is eligible for a payment from Special Needs Fund, Part B, which is intended to compensate those Settlement Class Members who apply and make a showing, in the discretion of the Special Master, of a significant regional, state, or national benefit, cost, or contribution regarding 303(d) bodies of water impaired by PCBs through stormwater and/or dry weather runoff, and such benefit, cost, or contribution is not otherwise encompassed within any other part of this Allocation.

The Special Master will equitably and reasonably allocate Part B funds among only those Settlement Class Members who apply for funds. Settlement Class Members must submit a completed Application within one year and fourteen days of the mailing of Monitoring Fund payments by the Class Action Settlement Administrator to Settlement Class Members. Settlement Class Members that do not timely return a completed application forfeit any right to Part B Funds. Application does not guarantee that the Special Master will allocate Part B Funds to the applicant. **Some Part B applicants may not receive any Part B Funds.** The Special Master shall use the Special Needs Fund, Part B Application to inform, guide, and design an equitable allocation among all eligible applicants. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential, and subject to Evidence Code section 408 and state law equivalent code sections, to this Settlement Allocation process and shall not be disclosed or shared beyond the review of the following: the Special Master, the Allocation Experts, Lead Class Counsel, the Class Action Settlement Administrator, and the Court. At the discretion of the Special Master, Defendant may have access to the information for business purposes only, such as insurance or other business needs, provided however that such materials are maintained by Defendant as confidential to the extent legally allowable. The Class Action Settlement Administrator shall also provide Monsanto and the Court with a quarterly accounting of the Settlement Funds and any distributions made as part of the Allocation. Documents related to the Portland Harbor Superfund Site shall remain confidential in any event during the pendency of the Portland Harbor Superfund Site action. **Settlement Class Members that do not timely return a completed application forfeit any right to Part B Funds.**

Applications must be submitted within one year and fourteen days of the Class Action Settlement Administrator's mailing of Monitoring Fund payments to Settlement Class Members. Applications may be submitted electronically to www.PCBClassAction.com.

The Special Master will create an appeals process by utilizing a Part B Appeals Reserve Fund of up to ten percent (10%) of the $50,000,006.57 fund. The appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions, including regarding eligibility, will be the discretion of the Special Master. The appeals process shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Part B Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall be redistributed to all Part B awarded applicants only on a pro-rata basis. Part B applicants who did not receive an award under either an initial application or an appeal will not receive any pro-rata distribution after all appeals are exhausted.

The Special Master may, in his sole discretion, fairly and reasonably, and consistent with the intention and general structure of the terms of the Allocation, equitably balance monetary allocations to Settlement Class Members to the extent that any did not receive a proper and appropriate Allocation in accordance with the terms herein.

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3. ***Payment of Settlement Benefit.*** Settlement benefits vary based on the Settlement Members' status as described above. Subject to Paragraph 79(e) of the Settlement Agreement, Monsanto Company, on behalf of the entities described in Paragraphs 14 and 42 of the Settlement Agreement, agrees to pay, within thirty (30) days of the Effective Date, into the Class Action Settlement Administrator's escrow account a lump sum up to Five Hundred and Fifty Million Dollars ($550,000,000). The payment shall be made to Settlement Class Members as soon as possible and at the earliest reasonable direction by the Special Master to the Claims Administrator.

4. ***Release.*** Plaintiffs and all Settlement Class Members who have not excluded themselves from the Class will release certain claims against the Defendant, its affiliates, certain predecessors and successors, and other parties set forth in the Settlement Agreement. This is referred to as the "Release." Generally speaking, the Release will prevent any Settlement Class Member from bringing any lawsuit or making any claims that Defendant's PCBs and PCB-containing products were defectively designed, that the risks of environmental harm associated with PCBs and PCB-containing products outweighed the benefits of their uses, that Defendant failed to warn of the risks of harm associated with PCBs and PCB-containing products, and that Plaintiffs and the Class suffered property damage as a result of PCB contamination. The terms of the Release, as set forth in the Settlement Agreement, can be found in the Addendum at the end of this Notice.

The Release, as set forth in Paragraphs 106-108, and Paragraph 41, of the Settlement Agreement and the Addendum to this Notice, will be effective as to every Settlement Class Member who has not excluded itself from the Class, regardless whether or not that Settlement Class Member receives a Settlement Benefit.

5. ***Attorney Fee/Litigation Cost and Class Representative Awards.*** The Court will determine the amount of attorneys' fees and expenses to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, litigating the Action since 2015, and negotiating the proposed Settlement of the Action. Class Counsel will request an award of all Attorneys' Fees and Expenses in a total amount of $98,000,000 to be paid by Defendant. Class Counsel will make their request in a motion for attorneys' fees and litigation costs to be filed with the Court at least 60 days before the Final Approval Hearing. After the motion for attorneys' fees and litigation costs is filed, copies will be available from Class Counsel, the Settlement website, or from the Court docket.

Any attorneys' fees and litigation costs and expenses approved by the Court will be paid by Defendant exclusively and will not be paid from the class benefit Settlement Amount.

6. ***Settlement Administration.*** In addition to the Settlement Amount, Defendant has agreed to pay the reasonable costs of (1) the notice process, which includes all costs incurred in connection with preparing, printing, publishing, and mailing the Direct Notice; and (2) the administration process, which includes all costs and expenses incurred to hire a Class Action Settlement Administrator and costs of processing claims and administering the Settlement Agreement. No costs and expenses for implementing the Allocation shall be paid from the Settlement Fund.

7. ***Dismissal of the Action.*** If the Settlement is approved by the Court and becomes final, the Action will be dismissed with prejudice. If the Settlement is not approved by the Court or does not become final for any reason, the Action will continue, and Class Members will not be entitled to receive any Settlement Benefit.

THE PARAGRAPHS ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU CAN REVIEW THE SETTLEMENT AGREEMENT ITSELF FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE FROM LEAD CLASS COUNSEL.

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V. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed the attorneys from the following law firms to act as counsel for the Class (referred to as "Lead Class Counsel " or "Plaintiffs' Counsel") for purposes of the proposed settlement:

Scott Summy
ssummy@baronbudd.com

Carla Burke Pickrel
cburkepickrel@baronbudd.com

Baron & Budd, P.C.
3102 Oak Lawn Avenue,
Ste. 1100
Dallas, Texas 75219
(214) 521-3605

John Fiske
jfiske@baronbudd.com

Baron & Budd, P.C.
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
858-251-7424

VI. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Plaintiffs and Defendant agreed on all of the terms of the proposed Settlement through extensive arms-length negotiations between Plaintiffs' Counsel and Counsel for the Defendant, with the able assistance of a third-party mediator, Hon. Jay C. Gandhi (Ret.) of JAMS. The parties have entered into the proposed Settlement after weighing the benefits of the Settlement against the probabilities of success or failure in the Action, and against the delays that would be likely if the Action proceeded to trial and, after trial, to appeal.

Plaintiffs and Plaintiffs' Counsel have concluded that the proposed Settlement provides substantial benefits to the Class, avoids prolonged litigation, and is in the best interests of the Class. Plaintiffs and Plaintiffs' Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate.

Defendant firmly denies any wrongdoing and any liability whatsoever, but believes that it is in its best interest to settle the Action on the terms set forth in the Settlement Agreement in order to avoid further expense, uncertainty, inconvenience, and business disruption as a result of the Action.

VII. WHAT DO YOU NEED TO KNOW AND DO NOW?

You CAN PARTICIPATE IN THE SETTLEMENT. You do not need to do anything in order to participate in the Settlement and be represented by Plaintiffs and Plaintiffs' Counsel. You will not be billed for their services. If you do nothing, you may be eligible to receive the Monitoring Fund Payment described in this Notice and certain Class Members also will be eligible to receive payments from the TMDL Fund. You may apply for additional payments from the Sediment Sites Fund and the Special Needs Funds, Parts A and B by submitting applications to the Special Master. Plaintiffs' Counsel will receive a fee only if the Court approves the Settlement and the fee award, if any, will be set by the Court. If you participate in the Settlement, you will be bound by any judgment or other final disposition of the Action, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against Defendant separately if those claims are within the scope of the Release.

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You CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt-out (referred to as an "Opt-Out").

To be treated as valid, the Opt-Out must be sent via certified or first class mail to the Class Action Settlement Administrator at the address below.

Class Action Settlement Administrator
Steven Weisbrot of Angeion Group, LLC
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

The Opt-Out must be postmarked on, or personally delivered, no later than July 25, 2022.

The Opt-Out must bear the signature of the Settlement Class Member (even if represented by counsel), and the Settlement Class Member's current address and telephone number. If the Settlement Class Member has entered into a written or oral agreement to be represented by counsel, the request for exclusion shall also be signed by the attorney who represents the Settlement Class Member.

Any Settlement Class Member who has not timely and properly filed an Opt-Out will be bound by the Settlement and all subsequent proceedings, orders, and judgments, including, but not limited to, the Release and Final Approval Order. **Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Agreement shall not be entitled to any Settlement Benefit.**

Settlement Class Members who have elected to Opt Out of the Settlement Class may withdraw their Opt-Out requests prior to the Effective Date, but only if they accept the benefits and terms of this Settlement and dismiss with prejudice any other pending action against Defendant arising out of PCB-related impairments to the environment, including water bodies.

Lead Class Counsel shall have the right to contact persons who file Opt-Outs and to challenge the timeliness and validity of any Opt-Out requests, as well as the right to effect the withdrawal of any exclusion filed in error and any exclusion request which a Settlement Class Member wishes to withdraw for purposes of participating in the Settlement as set forth in this Agreement. The Court shall determine whether any of the contested Opt-Outs are valid.

You CAN OBJECT OR TAKE OTHER ACTIONS. Any Settlement Class Member who has not successfully excluded itself ("Opted-Out") may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via certified or first class mail to the Court and the Class Action Settlement Administrator at the addresses below:

United States District Court for the Central District of California
350 W. First Street
Los Angeles, California, 90012

Class Action Settlement Administrator
Steven Weisbrot of Angeion Group, LLC
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

The Objection must be postmarked on, or personally delivered, no later than July 25, 2022.

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The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's current address and telephone number, and state the exact nature of the objection including any legal support the Settlement Class Member wishes to introduce in support of the objection, and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing. If the Settlement Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Settlement Class Member and state whether the attorney representing the objector will appear at the Final Approval Hearing.

Any Settlement Class Member who fails to comply with these provisions shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement Agreement and by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of Section VI of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement or Final Approval Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely submission of an Application and other requirements herein.

Appearances at the Court Approval Hearing. It is not necessary for you to appear at the final Court Approval Hearing. If you have not excluded yourself from the Class and wish to appear and/or speak at the hearing, whether personally or through a lawyer, then you must properly file a Notice of Appearance in the Action with the Clerk of Court of the United States District Court for the Central District of California, and you must mail or hand-deliver a copy of the Notice of Appearance to Class Counsel and Counsel for the Defendant at the addresses set forth below, by September 15, 2022. If you choose to participate at the hearing, you will not be permitted to raise matters that you could have raised, but did not raise, in a properly submitted and valid objection (as described above) without the Court 's approval.

Other Motions or Submissions Concerning the Action or the Settlement. It is not necessary for you to submit any motion concerning the Action or Settlement to the Court. If you have not excluded yourself from the Settlement and want to submit a motion to the Court concerning the Settlement or the Action, however, then you must properly file a motion, together with all supporting documents, in the Action with the Clerk of Court of the United States District Court for the Central District of California, and must mail or hand-deliver a copy of the motion, together with all supporting documents, to Class Counsel and Counsel for the Defendant at the addresses set forth below, by September 15, 2022.

VIII. WHAT WILL HAPPEN AT THE FINAL COURT APPROVAL HEARING?

The Court will hold the final Court Approval Hearing in Courtroom 6D of the First Street U.S. Courthouse, located at 350 W. 1st St., Los Angeles, California, 90012, on October 13, 2022, at 10:00 a.m. At this time, the Court will determine, among other things, (i) whether the Settlement should be finally approved as fair, reasonable, and adequate, (ii) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether Class Members should be bound by the Release set forth in the Agreement, (iv) the amount of attorneys' fees and costs to be awarded to Plaintiffs' Counsel, if any, and (v) the amount of the award to be made to Plaintiffs for their services as class representatives, if any. The Court approval hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

Attachment: Class Action Settlement Monsanto (7487 : Closed session memo public)

IX. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, the Settlement website, or online through PACER. A copy of the Settlement Agreement also may be obtained from Class Counsel by contacting them at the addresses or telephone numbers set forth above. Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Class Counsel. You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR DEFENDANT WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

X. WHAT ARE THE ADDRESSES YOU MAY NEED?

Lead Class Counsel:

Scott Summy
Carla Burke Pickrel
BARON & BUDD, P.C.
3102 Oak Lawn Avenue, Ste. 1100
Dallas, Texas 75219
(214) 521-3605

John Fiske
BARON & BUDD, P.C.
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
(858) 251-7424

Defendant's Counsel:

Mark D. Anstoetter
Brent Dwerlkotte
SHOOK, HARDY & BACON LLP
2555 Grand Blvd.
Kansas City, Missouri 64108
(816) 474-6550

Co-Class Counsel:

John Gomez
GOMEZ TRIAL ATTORNEYS
655 W. Broadway, Ste. 1700
San Diego, California 92101

Richard Gordon
Martin Wolf
GORDON, WOLF & CARNEY
100 W. Pennsylvania Ave, Ste. 100
Towson, Maryland 21204

John R. Wertz
2345 Willow Street
San Diego, California 9210

Settlement Administrator:

Steven Weisbrot
Angeion Group, LLC
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

XI. WHAT YOU MUST INCLUDE IN ANY DOCUMENT YOU SEND REGARDING THE ACTION.

In sending any document to the Settlement Administrator, the Court, Class Counsel, or Defendant's Counsel, it is important that both your envelope and any documents inside contain the following case name and identifying number:

City of Long Beach v. Monsanto Co., et al., CASE NO.: 2:16-cv-03493-FMO-AS.

You must also include your full name, address, email address, and a telephone number where you can be reached.

Attachment: Class Action Settlement Monsanto (7487 : Closed session memo public)

XII. WHAT IMPORTANT DEADLINES YOU NEED TO KNOW.

SEPTEMBER 15, 2022	Any notices of appearances and motions must be hand-delivered or post marked and mailed to the Court and hand-delivered or postmarked and mailed to Class Counsel and Defendant's Counsel.
JULY 25, 2022	All opt-outs must be postmarked and mailed to the Settlement Administrator.
JULY 25, 2022	Any objections must be hand-delivered or postmarked and mailed to the Court and hand-delivered or postmarked and mailed to Class Counsel and Defendant's Counsel.
OCTOBER 13, 2022	Final Approval Hearing

Dated: May 24, 2022

The Honorable Fernando M. Olguin
UNITED STATES DISTRICT JUDGE

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ADDENDUM

As noted in Section IV of the Notice, the terms of the Release, and definitions of terms, as embodied in Paragraphs 41-43 and 106-108 of the Settlement Agreement, are reproduced below.

41. "Released Claims" means all claims which were or could have been alleged in the Action, including but not limited to any claim for attorneys' fees, expenses, and costs. Nothing in this Settlement Agreement will preclude or affect any action under the Comprehensive Response, Compensation and Liability Act ("CERCLA") or similar state Superfund statutes and applicable regulations, or under any other laws or regulations. This Agreement shall in no way affect any administrative test claims related to the California Water Board. The Releases provided herein shall be mutual between Plaintiffs, Settlement Class Members, and Releasing Persons, on the one hand, and Defendant and Released Persons on the other hand. Releasing Persons release only Released Persons as defined herein.

42. "Released Persons" means Defendant and any Affiliate of Defendant, including but not limited, to Bayer AG, Pfizer Inc., and Eastman Chemical Company. "Affiliate" under this Settlement means each and all past, present, or future, direct or indirect, predecessors, successors (including but not limited to successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies, divisions, partnerships, and joint ventures; and any past, present, or future officer, director, shareholder, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.

43. "Releasing Persons" shall include Named Class Plaintiffs and all Settlement Class Members, and each of their past, present, or future, direct or indirect, predecessors, successors (including but not limited to successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies, divisions, partnerships, and joint ventures; and any past, present, or future officer, director, shareholder, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.

VIII. MUTUAL RELEASE

106. Upon entry of the Final Approval Order, Defendant and Released Persons will have released all claims arising from PCB contamination that were or could have been alleged against any Named Class Plaintiffs, Settlement Class Members, and/or Releasing Persons. Upon entry of the Final Approval Order, the Releasing Persons will have released the Released Persons from the Released Claims. All Releases provided herein shall be mutual between Plaintiffs, Class Members, and Releasing Persons, on the one hand, and Defendant and Released Persons on the other hand. Nothing in this Agreement shall affect or limit any defenses Defendant may have in or against any claims or actions asserted against Defendant by any person or persons who are not

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parties to this Settlement Agreement for any Released Claims, including but not limited to any defense based on protection from contribution claims or actions under any applicable federal, state, or local law.

107. Each Settlement Class Member agrees to be responsible for any liens, interests, actions, or claims made by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to each Settlement Class Member, including without limitation, any derivative actions or claim asserted by any insurers, agents, representatives, successors, predecessors, assigns, and attorneys, bankruptcy trustees, and any and all other persons, firms, corporations, associations, and other legal entities who may claim through them in a derivative manner.

108. If any Settlement Class Member brings an action or asserts a claim against Defendant contrary to the terms of the Settlement Agreement, Defendant shall provide Lead Class Counsel with a copy of the Settlement Class Member's complaint. Lead Class Counsel agrees to contact counsel of record for the Settlement Class Member and advise him or her of the Settlement Agreement.

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