



11333 N. Cedarburg Road
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Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, August 8, 2023 -7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) 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.**

5) Public Officials' Reports:

- a) Mayor
- b) City Administrator

6) Consent Agenda:

- a) Common Council meeting minutes of July 11, 2023
- b) Architectural Board meeting minutes of June 12, 2023
- c) Economic Development Board meeting minutes of June 27, 2023
- d) Festivals Committee meeting minutes of June 21, 2023
- e) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of May 11, 2023
- f) Planning Commission meeting minutes of June 26, 2023
- g) Public Safety Committee meeting minutes of June 13, 2023
- h) Public Welfare Committee meeting minutes of June 13, 2023
- i) Zoning Enforcement and Site Compliance Report Through August 1, 2023

- j) **RESOLUTION 4057** - A Resolution Granting Final Plat Approval for The Enclave at Mequon Preserve - Phase VI, a 12-Lot Single-Family Development Located at 7901 West Preserve Parkway; **Recommended by Planning Commission June 26, 2023.**
- k) **RESOLUTION 4058** - A Resolution Approving a Second Amendment to the Development Agreement Between the City of Mequon and P2 Development, Extending the Completion Date for the Town Center Townhomes Development Project Located at 11110-11112 and 11040 N. Buntrock Avenue to October 27, 2023; **Recommended by Economic Development Board July 25, 2023; Recommendation Forthcoming by Finance-Personnel Committee August 8, 2023.**
- l) Ordinance First Readings

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

- 1) **ORDINANCE 2023-1653** - An Ordinance Amending the City of Mequon Operating Budget for Fiscal Year 2023 to Adjust Budgeted Amounts within the Department of Public Works Due to Unanticipated Repairs and Material Cost Increases, in a Net Amount Not-to-Exceed \$36,576; **Recommendation Forthcoming by Finance-Personnel Committee August 8, 2023; First Reading.**

7) Resolutions:

- a) **RESOLUTION 4059** - A Resolution Amending the City of Mequon Financial Policies to Include Policy Statement 18: Payment Card Acceptance; **Recommendation Forthcoming by Committee of the Whole August 8, 2023.**
- b) **RESOLUTION 4060** - A Resolution Approving the Following in Connection with a Reforestation and Wetland Restoration Project at the Mequon Nature Preserve, Inc. (MNP): A) A 20-Year Limited-Term Conservation Easement Between the City of Mequon (City) and the Milwaukee Metropolitan Sewerage District (MMSD); B) An Intergovernmental Cooperation Agreement Between the City and MMSD; and C) A Memorandum of Understanding Between the City and MNP; **Recommendation Forthcoming by Public Works Committee August 8, 2023.**
- c) **RESOLUTION 4061** - A Resolution the Following in Connection with Heating, Ventilation and Air Conditioning (HVAC) Work Performed by Dillett Mechanical of Waukesha, Wisconsin During Fiscal Year 2023: A) An Emergency Repair of the City Hall HVAC System in the Amount of \$16,050; and B) Annualized Expenditures in Excess of \$25,000; **Recommendation Forthcoming by Public Works Committee August 8, 2023.**
- d) **RESOLUTION 4062** - A Resolution Ratifying the Following in Connection with Electrical Work Performed by Gillitzer Electric of Mequon, Wisconsin During Fiscal Year 2023: A) Emergency Motor Replacement and Pump Repair at the Mequon Community Pool in the Amount of \$9,678; B) A Change Order in the Amount of \$6,436 Related to the Installation of New Lighting in the Library Parking Lot; and C) Annualized Expenditures in Excess of \$25,000; **Recommendation Forthcoming by Public Works Committee August 8, 2023.**

- e) **RESOLUTION 4063** - A Resolution Authorizing Staff to Enter into Lease Agreements with Enterprise Fleet Management for Three (3) Chevrolet Equinoxes for an Estimated Three-Year Cost of \$57,388; **Recommendation Forthcoming by Public Works Committee August 8, 2023.**
- f) **RESOLUTION 4064** - A Resolution Approving the First Amendment to an Intergovernmental Agreement Between the City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Fire and Emergency Medical Services Department; **Recommendation Forthcoming by Public Safety Committee August 8, 2023.**
- g) **RESOLUTION 4065** - A Resolution Approving the Purchase of Four (4) 2024 Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Purchase and Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$195,876; **Recommendation Forthcoming by Public Safety Committee August 8, 2023.**
- h) **RESOLUTION 4066** - A Resolution Approving Receipt of a Donation from the Mequon-Thiensville Community Foundation in the Estimated Amount of \$19,000, for the Purchase and Training of a New Police K9 Dog and Other Associated Equipment; **Recommendation Forthcoming by Public Safety Committee August 8, 2023.**
- i) **RESOLUTION 4067** - A Resolution Awarding a Contract to Rehabilitate Seven (7) Sewer Laterals from External Clean-Outs in the Riverland Drive Lift Station "H" Area to Aqualis of Green Bay, Wisconsin in the Amount of \$123,027; **Recommendation Forthcoming by Sewer Utility District Commission August 8, 2023.**
- j) **RESOLUTION 4068** - A Resolution Approving Award of a Contract for the Completion of MMSD Post-Sewer Lateral Rehabilitation Reporting Requirements in the Riverland Drive "H" and Riverdale Park "F" Lift Station Areas to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed \$39,062; **Recommendation Forthcoming by Sewer Utility District Commission August 8, 2023.**
- k) **RESOLUTION 4069** - A Resolution Awarding a Contract for the Inspection of 218 Sanitary Sewer Laterals in the Ranch Road "E" Lift Station Area to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed \$186,804; **Recommendation Forthcoming by Sewer Utility District Commission August 8, 2023.**

8) Ordinance:

- 1) **ORDINANCE 2023 - 1652** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Incorporating Various Changes Resulting from the First Amendment to an Intergovernmental Agreement Establishing the Southern Ozaukee Fire & Emergency Medical Services Department; **Recommended by Public Safety Commission June 13, 2023; Recommended by Southern Ozaukee Fire and Emergency Medical Services Board July 12, 2023; First Reading at Common Council June 13, 2023.**

9) Specified Unfinished Business From Prior Meetings: None.

10) Specified New Business: None.

11) Adjourn

Dated: August 3, 2023

/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



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**COMMON COUNCIL
Regular Meeting
Tuesday, July 11, 2023 - 7:30 PM
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:58 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

Mayor Andrew Nerbun
Alderman Kelly Tolocko
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Gregg Bach
Alderman Kathleen Schneider
Alderman William Gebhardt
Alderman Robert Strzelczyk - **Absent**
Alderman Brian Parrish - **Absent**

Also present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Community Development Director Tollefson, Community Development Assistant Director Zader, Assistant City Administrator/Human Resources Director Schoenemann, press and interested public.

4) Public Hearing:

- a) **ORDINANCE 2023-1651** - An Ordinance Amending Section 58-441(11) of the Mequon Municipal Zoning Code Related to Residential Parking Requirements; **Recommended by Public Welfare Committee April 11, 2023; Recommended by Planning Commission May 24, 2023; First Reading at Common Council June 13, 2023.**

1) Public Hearing

Motion to open the public hearing for **ORDINANCE 2023-1651**.

Attachment: 07-11-23_Draft minutes (8598 : Common Council meeting minutes of July 11, 2023)

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

AYES: Tolocko, Mayr, Hansher, Bach, Schneider, Gebhardt

Motion to close the public hearing for **ORDINANCE 2023-1651**.

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

AYES: Tolocko, Mayr, Hansher, Bach, Schneider, Gebhardt

2) Consideration of Ordinance

ORDINANCE 2023-1651 An Ordinance Amending Section 58-441(11) of the Mequon Municipal Zoning Code, Relating to Residential Parking Requirements.

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

AYES: Tolocko, Mayr, Hansher, Bach, Schneider, Gebhardt

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

6) **Public Officials' Reports:**

- a) Mayor: None.
- b) City Administrator: City Administrator Jones provided an update on the progress of the consolidation between the Mequon dispatch services and Ozaukee County. Things are going very well and Ozaukee County is continuing to hire dispatchers, offering \$24.50/hour plus a \$3,000 signing bonus and benefits. Secondly Mr. Jones announced that the city has received the Governmental Finance Officers Association's (GFOA) Distinguished Budget Presentation Award for its 2023 budget. This is the 14th consecutive year the City has received this award. And finally, Mr. Jones announced that absentee voting for the July 18, 2023 Special Election for the 24th Assembly District is ongoing in the Clerk's Office through July 14th during regular office hours. The Special Election covers parts of Aldermanic Districts 1 to 5. Residents should report to their regular polling locations between the hours of 7:00 am through 8: 00 pm. on Tuesday, July 18th.

7) **Consent Agenda:**

- a) Common Council meeting minutes of June 13, 2023.
- b) Architectural Board meeting minutes of May 8, 2023.

- c) Economic Development Board meeting minutes of May 23, 2023.
- d) Festivals Committee meeting minutes of May 17, 2023.
- e) Finance-Personnel Committee meeting minutes of May 9, 2023.
- f) Park and Open Space Board meeting minutes of May 17, 2023.
- g) Planning Commission meeting minutes of May 22, 2023.
- h) Public Safety Committee meeting minutes of May 9, 2023.
- i) Public Welfare Committee meeting minutes of May 9, 2023.
- j) Public Works Committee meeting minutes of May 9, 2023.
- k) Sewer Utility District Commission meeting minutes of April 11, 2023.
- l) Tree Board meeting minutes of March 13, 2023.
- m) Zoning Enforcement and Site Compliance Report Through July 1, 2023.

Motion to approve the Consent Agenda, items A-M.

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

AYES: Tolocko, Mayr, Hansher, Bach, Schneider, Gebhardt

8) Ordinances: None.

9) Resolutions: None.

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: Aldermanic Appointment: Stephen DeGuire, Ethics Board, District 4 Representative

Motion to approve the Aldermanic appointment to the Ethics Board.

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

AYES: Tolocko, Mayr, Hansher, Bach, Schneider, Gebhardt

12) Potential Closed Session:

- a) 7421 Ridgeview Drive, Yousseff Berrada: The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(g) for the purpose 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 or is likely to become involved, and then may reconvene into open session to take such action as deemed appropriate.

Motion to go into Closed Session to discuss 7421 Ridgeview Drive, Yousseff Berrada at 8:06 PM.

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

AYES: Tolocko, Mayr, Hansher, Bach, Schneider, Gebhardt

13) Adjourn

Motion to adjourn at 8:25 PM.

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

AYES: Tolocko, Mayr, Hansher, Bach, Schneider, Gebhardt

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk



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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, June 12, 2023
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Vice-Chairman Paul Apfelbach

Members at Large: Michael Wade, Curtis Helm, Janet Ehn, Bluma Lotman,

Building Inspector: Andy Wagner

2. Meeting Minutes

Minutes from the May 8, 2023, meeting were approved by District Representative Curtis Helm and seconded by District Representative Janet Ehn.

Minutes were approved unanimously.

Attachment: Arch Brd minutes 06-12-23 (8597 : Architectural Board meeting minutes of June 12, 2023)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor / Architect
1)	Dist. 7 6:00 pm	Addition: Sunroom & Kitchen Remodel	Ryan & Lauren O'Desky 10533 N. Manor Circle Subd: Gazebo Hill	Cont: Kowalske Kitchen & Bath Arch: Kowalske Kitchen & Bath
Moved to Approve: <u>Apfelbach</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the condition that a stone beltline is added as indicated on page A2 of the submittal.				
2)	Dist. 8 6:10 pm	New Single-Family Residence	Allen & Terri Hornik 10375 N. Wildwood Court Subd: Wildwood Preserve	Cont: Mikkelson Builders Arch: Fred Dahms
Moved to Approve: <u>Helm</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				

Attachment: Arch Brd minutes 06-12-23 (8597 : Architectural Board meeting minutes of June 12, 2023)

3)	Dist. 8 6:15 pm	Detached Garage	David & Mirian Alvarado 1014 W. El Patio Lane	Cont: JD Griffiths Co., Inc.
			Subd: Town & Country #1	Arch: JD Griffiths Co., Inc.

Moved to Approve: Wade
 Seconded by: Helm
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved with the following conditions:

1. Addition of matching window on right elevation (page 3 of 6) to be consistent with left elevation.
2. Shutters should be added to the garage to match the house or if the homeowner does not want to add shutters to the garage, then all shutters on the house need to be removed before final inspection of the garage.

4)	Dist. 1 6:25 pm	Boat House	Paul & Patsy Ellsworth 12543 N. Farmdale Road	Cont: Moore Designs, Inc.
			Subd: N/A	Arch: Brian Breit

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

Conditions: Plans approved as submitted.

5)	Dist. 1 6:35 pm	Addition: Attached Garage	Randall Schuller 13649 N. Hillside Drive	Cont: Owner
			Subd: Hillside Highlands	Arch: Owner

Moved to Approve: Wade
 Seconded by: Lotman
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the condition that the addition maintains consistent coloring of new and old siding materials and cinder block.

6)	Dist. 1 6:45 pm	New Single-Family Residence	Anderson Homes LLC 13879 N. Pine View Court Subd: Riverland Estates	Cont: Anderson Homes LLC Arch: Anderson Homes LLC
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Moved to Approve: Helm
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

7)	Dist. 1 6:50 pm	New Single-Family Residence	Anderson Homes LLC 3560 W. Pine View Court Subd: Riverland Estates	Cont: Anderson Homes LLC Arch: Anderson Homes LLC
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Moved to Approve: Wade
 Seconded by: Ehn
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

8)	Dist. 3 6:55 pm	Addition: Attached Garage	Gerald Berens 11628 N. Solar Avenue Subd: Solar Heights	Cont: Bel-Air Carpentry Arch: Bill Feldman
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Moved to Approve: Ehn
 Seconded by: Lotman
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the condition that windows are added to all three sides along with shutters to match house.

Attachment: Arch Brd minutes 06-12-23 (8597 : Architectural Board meeting minutes of June 12, 2023)

9)	Dist. 3 7:05 pm	New Single-Family Residence	Veridian Homes LLC Lot #88 W. Preserve Parkway Subd: The Enclave	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
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Moved to Approve: Ehn
 Seconded by: Lotman
 Approved: Yes
 Vote: 4-Approved, 1-Opposed (Apfelbach)

Conditions: Plans approved as submitted with the following conditions:

1. Addition of Board and Batten on right elevation lower gable.
2. Addition of Board and Batten on left elevation middle gable.
3. Add window in mudroom on left elevation or, move the existing laundry room window further towards the edge of the laundry room. (See marked up plans if further clarification required).

4. **Action:**

District Representative Curtis Helm made a motion to adjourn the meeting.
 District Representative Janet Ehn seconded the motion.

A vote was taken; vote passed unanimously.

Meeting adjourned at 7:43 p.m.



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ECONOMIC DEVELOPMENT BOARD

Tuesday, June 27, 2023

8:00 AM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Timothy Carr
 Vice Chair Jeff McLean
 Alderman William Gebhardt
 Board Member Dennis Engel
 Board Member Daniel Gannon
 Board Member Tracy Johnson
 Board Member Michael Kramer
 Board Member Bruce Sipiora
 Board Member Colin Boyd -- **Absent**
 Board Member Inge Plautz -- **Absent**

2) Approval of Meeting Minutes from May 23, 2023.

Action

Board Member Gannon made a motion to approve the minutes from May 23, 2023.
 Board Member Kramer seconded the motion.
A voice vote was taken; vote passed (8-0)

3) Industrial Land Uses

Director Tollefson stated that this item is on the Committee of the Whole agenda on July 11th at 6:30 p.m. and she welcomed Board members to attend. She explained that the presentation would include the proposed uses, feedback from the surrounding property owners, feedback from OED, M7 and WDEC as well as issues regarding infrastructure in the area. Feedback from the Council will help direct how this proposed project will move forward as the next steps involve consultant expenses and a much deeper analysis of the infrastructure.

Engineering Director Kristen Lundeen stated that any service area can be served, it is a question of what the cost is to do so. She explained that the new Swan Ridge Farm

subdivision, which will be located just east of Huntington Park, will generate a new water connection point at Swan Road which will be the closest water connection and the closest sewer connection point will be through Huntington Park.

She further explained that there are two options to bring water service to the proposed area; either down County Line Road or to request a contract amendment with Milwaukee Water Works for a third connection. She also commented that the decisions about public utilities are not dependent on each other. The biggest determination regarding water is what the service area is going to be and what capacity is required. Water is easy to retrofit as needed, although there is a cost. The water utility cannot fund development or construct water main in anticipation of development. Another important consideration is whether there is enough draw on the water to make rates. Eng. Dir. Lundeen answered that the analysis regarding the water utility would involve both city staff and the contracted water services.

She further explained that sewer is more difficult from several perspectives including review of the area that needs to be served as well as topography changes in the area. Determining whether the area should be included in the sewer service system begins with a city/sewer utility decision which is a couple months process and requires a public hearing. Obviously, the property owners want to know because as soon as the sewer service area boundary amendment takes place, there is a tax implication, even without the infrastructure extended to the system. If the city approves it, then it goes on to SEWERPAC, DNR and MMSD for approvals; typically, a 6–9-month process.

There would need to be assumptions about the sizing and depth needed for the estimated capacity. This is one of the reasons FAR and specific uses are critical components of the analysis needed to determine infrastructure capacity needs. The sewer service must be contiguous.

The Board asked questions of staff regarding the utilities and infrastructure and various scenarios were discussed.

Dir. Tollefson relayed that she had talked to about half the neighboring property owners that were contacted about the potential zoning changes. The owners appreciated being notified early in the process and the overall feedback is supportive of the proposed changes.

She concluded the discussion by reiterating that the Common Council will be presented with all of the infrastructure information as well as the zoning information at the July 11th meeting in order to decide about the direction of this proposal.

4) Residential Land Uses

Dir. Tollefson stated that there have been two development proposals, with components of residential and industrial, for the area south of Donges Bay Road and east of Baehr Road. At the time of the consultations, the Common Council did not want to relinquish the industrial zoned land without this zoned identified elsewhere in the city. She explained that these two issues go hand in hand, and both will be presented to the Common Council in July.

She commented that from a planning staff perspective there is an approach where senior or plex housing development would be located on the north side of the site and then as it transitions to the south it could transition to a lower density type of residential development. Staff supports residential development in this area but there are utility and infrastructure challenges as only a portion of the property is in the sewer service area.

She explained there is an environmental critical area on site and some restrictions with buildable areas. Staff is open to allowing for higher densities to enable the economics of the project to work for developers. From a zoning, planning and land use perspective a residential project makes sense but the infrastructure issues need to be worked through. Due to its location staff believes it is better suited to residential zoning than industrial as it is located in the middle of the city which also leads to transportation issues for industrial users.

5) Staff Updates

The Board questioned the progress of the Port Washington Road streetscape improvements. Director Tollefson stated that Assistant Director Zader will give a status update on this at the July 25, 2023, meeting.

She explained that the incentives are completed but the zoning is being reviewed for specific changes to the zoning code and how best to guide future denied uses and appropriate locations.

6) Announcements

Dir. Tollefson gave a brief overview of the items approved at the Planning Commission agenda from the previous evening: Dunkin Donuts, Alliance Bible Church, Lifespace carriage homes at New Castle, North Shore Country Club new outdoor bar and pavilion, Foxtown distilleries and outdoor dining space and Concordia music building.

The next meeting is Tuesday, July 25, 2023, at 8:00 a.m.

7) Adjourn

Respectfully Submitted,

Kim Tollefson
Director of Community Development



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FESTIVALS COMMITTEE
Wednesday, June 21, 2023
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 Moshe Luchins
Committee Member Christine McLean
Vice Chair Miranda White
Committee Member Tracy Johnson -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. May Minutes

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

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

3) Vendor & Children's Stage Updates

a. Vendor Updates

Vendor application numbers are on track. All vendor tables need to be properly clothed, pass on-site health inspection, and ready to go at 11:45AM. Executive Assistant Enea will speak with Health Inspector Carlson about any issues from last year and follow-up with those vendors accordingly.

4) Items from City Planning Meeting

a. Departure of Vendors

Attachment: Festivals Minutes 062123 (8641 : Festivals Committee meeting minutes of June 21, 2023)

The Committee discussed several options for having a more orderly dismissal of vendors this year. Like at check-in, there needs to be flaggers, bullhorn, and everyone wearing vests. It was determined that everyone needs to exit north to avoid any turn-arounds. Also, Committee members will check-in with vendors and make sure they understand load-out procedures. Chair Nerbun, Vice-Chair White, and Executive Assistant Enea will draft load-out instructions for the Committee's review..

b. PORT-A-JOHN by Children's Area

1. PORT-A-JOHN Quote

The Committee approved \$295 to add 2 additional restrooms and a sink near the Children's Area.

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Member Conaty

SECONDED BY: Committee Member Hohn

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

c. Sparky & Fire Truck

The Committee agreed to have Sparky the mascot and a firetruck for the Children's Area.

d. ATM locations

The Committee discussed how some vendors did not like the ATM placements last year. They agreed to have one in front of City Hall and the other closer to the entrance.

5) Volunteers

The first volunteer inquiry was received. Committee Member Hohn and Executive Assistant Enea will work on getting the SignUpGenius link set-up. The Committee discussed possible groups to send it out to.

6) Publicity

Facebook posts will start after next meeting and the publicity flyer will be ready for distribution at the August meeting.

7) Photo Op & Flag Follow-up

The Committee discussed having a festival map on an easel at the Welcome Booth and also having a hay bale, mums, and Taste of Mequon backdrop for a photo op. The Committee approved a contract of \$1,050 for two caricature artists by Party Ace LLC. The motion was made by Committee Member Liljegren and seconded by Committee Member Hohn. The Committee also approved the addition of 12 cocktail tables to the Area Rental contract. The motion was made by Chair Nerbun and seconded by Committee Member Hohn. Lastly, the Committee approved the Sound and Lighting Contract of \$2,025 with Kim Guibord DBA Event Services. The motion was made by Committee Member Liljegren and seconded by Committee Member McLean.

- 8) Next Meeting Date and Time
A. July 19 at 6:30pm

- 9) Adjourn

Committee Member Hohn moved to adjourn at 7:30PM and Committee Member Liljegren seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Festivals Minutes 062123 (8641 : Festivals Committee meeting minutes of June 21, 2023)



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, May 11, 2023

9:00 AM

North Conference Room

Minutes

1. Call to Order, Roll Call

Chair Azinger called the meeting to order at 9:07AM

Present:

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

Absent:

Commissioner Kristin Wade

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

2. Approval of Meeting Minutes

a. April 13, 2023, Minutes

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Commissioner Doornek

SECONDED BY: Commissioner Maciolek

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

NOT PRESENT:

Wade

3. Discussion/Action Items
 - a. Master Plan RFP Signage Consideration

Discussion ensued about the commission being included in the request for proposals suggestions and cost.

The commission suggested additional information to tasks 4A, 5 and 6 for review at the June meeting.

4. Adjourn
 - a. Motion to Adjourn at 10:30 AM

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

MOVED BY: Holyoke

SECONDED BY: Commissioner Maciolek

AYES: Maciolek, Azinger, Doornek, Heinritz, Holyoke, Liegeois
NOT PRESENT:

Wade

Respectfully Submitted,

Ren Schlereth



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Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, June 26, 2023
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair Andrew Nerbun
Alderman Robert Strzelczyk
Commissioner Bruce Barnes
Commissioner Martin Choren
Commissioner Dan Gentges
Commissioner Stephanie Hawley
Commissioner Rebecca Schaefer
Commissioner John Stoker
Alt. Commissioner Nancy Urbani

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

a) Approval of Minutes from May 22, 2023.

Action

Ald. Strzelczyk made a motion to approve the May 22, 2023, meeting minutes.

Commissioner Stoker seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

2) Consent Agenda

- a) Ozaukee Washington Land Trust. The applicant is seeking minor request approval for a sign waiver to allow for an additional freestanding sign for the property located at 10370 N. Wildwood Court.
- b) Foxtown. The applicant is seeking master sign plan amendment approval for the properties located at 11090 and 11120 N. Weston Drive.
- c) Concordia University. The applicant is seeking building and site plan amendment approval to allow for a 2-story, 7,448 sq. ft. addition for an academic music hall on the existing campus for the property located at 12800 N. Lake Shore Drive.
- d) Alliance Bible Church. The applicant is seeking building and site plan amendment approval to allow for the expansion of the parking lot for the property located at 13939 N. Cedarburg Road.

Action

Alderman Strzelczyk made a motion to approve the consent agenda.

Commissioner Stoker seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

3) Public Hearing/Consent Agenda

- a) Greg Adams. The applicant is seeking conditional use grant approval to allow for a guest suite for the property located at 10906 N. Lakeview Road.

Action

Commissioner Stoker made a motion to open a public hearing.

Commissioner Schaefer seconded the motion.

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

Public Feedback

William Yakubovich - 10928 N. Lake View - has concerns about the size of the proposed building and the location as it will be seen from his property. He believes the large structure will negatively impact his property value and is wondering if there is any landscaping planned for behind the proposed structure.

Action

Commissioner Choren made a motion to close the public hearing.

Commissioner Stoker seconded the motion.

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

Director Tollefson stated that the size of the proposed structure and location are both compliant. The existing shed located towards the front of the property will be demolished so there will only be one accessory structure. The detached 2-stall garage with a small open floor space, by definition of the code, is the guest suite and requires the conditional use grant approval. The structure is just over the 15' height limitation (15' 3") but there is an increased setback on that north property line to accommodate for the height. She explained that the structure complies with all the technical and dimensional standards of the district.

The applicant, Greg Adams, answered that there is no landscaping currently planned for behind the building, but he is open to moving the building a little further west to alleviate the concerns of his neighbor.

Action

Commissioner Schaefer made a motion to approve the conditional use grant and for the applicant to consider moving the location of the building further west.

Commissioner Stoker seconded the motion.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

- b) Concord 22, LLC. The applicant is seeking conditional use grant approval to allow for modifications of the operating hours and the addition of outdoor seating for the property located at 11511 N. Port Washington Road (Dunkin Donuts).

Action

Commissioner Stoker made a motion to go into public hearing.

Ald. Strzelczyk seconded the motion.

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

Public Hearing

Steve Richman – 1611 W. Eastbrook Court – stated that there is an agreement with the owner regarding the hours of operations allowed. He also questioned the plans for parking and outdoor seating.

Action

Commissioner Stoker made a motion to close the public hearing.

Commissioner Schaefer seconded the motion.

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

Dir. Tollefson stated that there is an outdoor plaza at the front end of the tenant space, which is the furthest south of the multi-tenant building, and the proposed outdoor seating is similar to what was at the site previously and will accommodate about 22 spaces.

The current conditions will still be in place, such as drive-thru volume restrictions, delivery times, garbage pick-up hours, and surveillance video is required during business hours.

Action

Ald. Strzelczyk a motion to approve the conditional use grant.

Commissioner Schaefer seconded the motion.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

- c) The Annex at Foxtown. The applicant is seeking conditional use grant approval to allow for a distillery for the property locate at 6375 W. Mequon Road.

Action

Ald. Strzelczyk made a motion to go into public hearing.

Commissioner Stoker seconded the motion.

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

No public comment

Action

Commissioner Stoker made a motion to close the public hearing.

Ald. Strzelczyk seconded the motion.

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

The applicant expressed the interest to have the item tabled.

Action

Commissioner Stoker made a motion to table the item.

Ald. Strzelczyk seconded the motion.

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

RESULT:	TABLED [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

- d) FT 1, LLC. The applicant is seeking conditional use grant approval to allow for a distillery for the property located at 11090 N. Weston Drive.

Action

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

Action

Commissioner Stoker made a motion to table the item.
 Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	TABLED [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

4) Public Hearing

- 1) Lifespace Communities. The applicant is seeking conditional use grant amendment and building and site plan amendment approval to allow for 13 carriage homes for the property located at 1070-1220 W. New Castle Place.

Commissioner Stoker recused himself from this item.

Action

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

Assistant Director Jac Zadar stated that there will be a new road with a cul de sac for the proposed carriage homes. Staff added a condition that there be a sidewalk, preferably on the west side of the street, as every other cul de sac in the development has sidewalks and this

development is geared towards senior housing, and it is safer to have at least one sidewalk to get to the main building on site. Other conditions include a request for a variety of species for the street trees. There is also a request for Evergreens to provide some screening along the retaining wall for the neighboring property. The same lighting will be added to this portion of the site that exists in the rest of the development.

Asst. Dir. Zader explained that there are four different building types with four different options for each type (16 different options). Staff believes this will provide a nice variety of the 1 and 2 family homes. The City Forester will provide conditions for protection of the 45" Oak Tree during construction of the new development. He mentioned there is a wetland setback concern which the Asst. City Engineer can address. Staff recommends approval based on the conditions in the report.

Asst. City Engineer Cole McCraw stated that there is a different setback on all three of the wetland areas. Based on his conversation with the developer those areas will be avoided, and no modifications will need to be made to the conditions of approval.

The applicant, Fred Bersch, stated that they prefer the sidewalk be located on the east side as the tree is located on the west side.

It was questioned why the sidewalk will only be on one side and was explained that this is what has been required in the city and the cross sections sometimes get too tight. A suggestion from the Commission is to have a crosswalk included.

Action

Ald. Strzelczyk made a motion to approve the item and the sidewalk should be added on the east side of the development to protect the existing tree.

Commissioner Gentges seconded the motion.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Dan Gentges, Commissioner
AYES:	Urbani, Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer
RECUSED:	Stoker

- 2) North Shore Country Club. The applicant is seeking conditional use grant and building and site plan amendment approval to allow for an outdoor pavilion with beverage and food service for the property located at 3100 W. Country Club Lane.

Action

Ald. Strzelczyk made a motion to open a public hearing.

Commissioner Stoker seconded the motion.

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

Public Comment

Kerry Meskin – 10402 N. Greenside Court - she has concerns about speeding through the surrounding neighborhood as well as the encroachment into the neighborhood with added outside social space added. She mentioned that there is often parking along Country Club Drive which may increase with the added amenities.

Jeff Tunney – 3220 W. Valleyview Court - his main concern is the speeding from members leaving the club. He does support this proposal.

Robert Heinrich – 3118 W. Ridgeline Court – he has concern about the added noise filtering into the neighborhood.

Alderwoman Kathleen Schneider shared some feedback from her constituents:

- The speedy and erratic driving is concerning.
- The noise is an issue and has increased due to the removal of the pines along Country Club Drive as well as the addition of pickle ball courts and the table and chairs outside the tennis courts towards the east end.
- The parking on Country Club Drive is an ongoing issue that the club has been working on with their members but is still prevalent.
- The lighting from the 40' feet poles emit light further out than the standard 25' foot poles and different bulbs are possible in use. The light pollution is a nuisance for surrounding homes.

Action

Ald. Strzelczyk made a motion to close the public hearing.

Commissioner Stoker seconded the motion.

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

The applicant answered that there is acoustic music planned on Friday and Saturday nights as it has been on the outside deck all season.

There was discussion that the proposed bar will be facing the golf course and the noise should not spill towards the front of the property.

String lighting is requested by the applicant and must be approved by the Commission with the conditions of only 70 lumens and no flashing lights. These lights should not be seen from the public streets due to their location at the back of the property.

Mayor Nerbun suggested that the lights at the tennis courts be evaluated by staff to ensure that are compliant with city code as well as the on-street parking needs to continue to be addressed by club staff to their members.

The Commission communicated concerns about the on street parking issues and not wanting the police to be burdened by this issue. Residents are encouraged to notify the police and tickets issued by the police may curb the issue. The proposed string lighting seems acceptable as it will

not be seen from the public streets as it faces inward to the property. Support of the music being allowed is due to the same reasoning. The Commission commended the North Shore staff for taking measures to alleviate issues to the surrounding neighbors while providing a vital club experience for their members.

Asst. Dir. Zader stated that the former pine trees that were on site pre-dated the tennis courts and were not required screening. Staff has worked with the club staff to create a plan that is adequate, but the Commission can require additional screening if desired.

Action

Ald. Strzelczyk made a motion to approve the item with the condition that the lighting be reviewed to ensure compliance in the pickle ball and tennis court areas, the applicant should work with staff regarding landscape screening as a noise buffer to the east of the courts specifically by the table and chairs (2–3-foot berm with plantings on top suggested).

Commissioner Stoker seconded the motion.

A roll call vote was taken; vote passed (8-0)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

5) Regular Business

- a) Enclave. The applicant is seeking final plat and open space plan amendment approval for 12 lots for the property located at 7901 W. Preserve Parkway (Phase VI).

Asst. Dir. Zader explained that there is one outstanding issue regarding the open space plan that was originally approved that had the path crossing a wetland with the boardwalk crossing the wetland back. The applicant is requesting to modify the plan to keep the boardwalk out of crossing the wetland. The applicant is amenable to have one crossing of the boardwalk and then a natural path that will connect to the south (Burr Oaks Estates subdivision). There is a condition that the other open space amenities need to be installed on site by the time the final plat gets recorded. The applicant worked with the City Forester to create a plan to plant the street trees in the fall. Staff recommends approval based on the conditions in the report.

Action

Commissioner Choren made a motion to approve the item.

Commissioner Stoker seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	Martin Choren, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Gentges, Hawley, Schaefer, Stoker

- b) The Tile Shop. The applicant is seeking building and site plan amendment approval for the property located at 11048 N. Port Washington Road.

Asst. Dir. Zader stated this is a request for the old DSW location (north Pavilions) for a loading dock in the rear of the building as well as some modifications to allow semis in this back area. Staff requested some improvements to the front of the property in the parking lot due to poor circulation and to meet green space requirements. Staff is working with the applicant on a phasing plan. The façade improvements and the parking lot will be done at the same time as The Tile Shop. The Martinizing and The Cycle Bar will be completed no later than 2024 and Bed, Bath and Beyond space will be done once there is a signed lease. Staff is recommended a time frame of August 2024 for all improvements to be completed. The landscape plan is required to be reviewed by staff again for some additional recommendations required. Staff recommends approval based on the conditions in the report.

The Commission agrees that the parking lot needs improvements both aesthetically and to the function of the layout. There was some conversation about the area in front of Culvers and what can be done there to make it safer for traffic and semis entering the sites.

Action

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

6) Announcements

The next meeting is Monday, July 24, 2023, at 6:00 p.m.

7) Adjourn

Action

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

Respectfully Submitted,

Jac Zader



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Police and Fire Departments

PUBLIC SAFETY COMMITTEE

Tuesday, June 13, 2023

5:45 PM

Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Gregg Bach

Alderman Dale Mayr

Alderman Kelly Tolocko

Also Present: Fire Chief Bialk, City Administrator Jones (arrived 5:46 PM), City Attorney Sajdak, Administrative Coordinator Melina Bowen

2) Approve Meeting Minutes

- a. Public Safety Committee - Regular Meeting - May 9, 2023 6:00 PM

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

3) Ordinance

1. **ORDINANCE 2023-1652** An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Incorporating Various Changes Resulting from the First Amendment to an Intergovernmental Agreement Establishing the Southern Ozaukee Fire & Emergency Medical Services Department

City Attorney Sajdak discussed the proposed changes to the ordinance which included clarification of the rules pertaining to the Southern Ozaukee Fire Department and the addition of two board members.

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

4) Adjourn

- a. Motion to adjourn the meeting

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bach

AYES: Bach, Mayr, Tolocko

Respectfully Submitted,

Melina Bowen



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, June 13, 2023

6:00 PM

Lower Conference Room

Minutes

I) Call to Order

Present:

Chair Dale Mayr
Alderman Gregg Bach
Alderman Kathleen Schneider

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

II) Election of Chair

Alderman Schneider nominated Alderman Mayr to be the Chair of the Public Welfare Committee and Alderman Bach seconded. It was approved unanimously via Voice Acclamation.

III) Approval of Minutes

1. May Meeting Minutes

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Bach

AYES:	Mayr, Bach, Schneider
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IV) Ordinances

Action requested: review and recommend approval

City Attorney Sajdak provided the Committee with clarification on the changes that were made to the ordinance in relation to noise nuisances within the City. The ordinance had been previously approved, but the language referring to applicable hours for outdoor work required further clarification. On page 29, the hours were adjusted to read when noise was permitted rather than when noise was not permitted. The Committee agreed the amended version presented by City Attorney Sajdak achieved the desired result in a clearer manner.

1. **ORDINANCE 2023-1639** An Ordinance Amending Section 46-133 and Chapter 50 of the Mequon Municipal Code, Relating to Nuisances Within the City, Including Noise

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Bach

AYES: Mayr, Bach, Schneider

V) Discussion Items

The Committee added the following three items to the work calendar:

- 1) Citizens are currently allowed to do some of their own plumbing work. The Committee will explore allowing residents to do some of their own electrical work as well.
- 2) The Committee wished to review regulations governing solicitors that go door-to-door in the community.
- 3) The Committee will continue its review of the rules and standards related to the Architectural Board.

VI) Adjourn

Alderman Bach moved to adjourn at 6:14 P.M. and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

	A	B	C	D	E	F	G	I	J	K
1					CODE ENFORCEMENT SUMMARY AUGUST 1, 2023					
2										
3	0					OTC	REQUIREMENT	COURT DATE	COMMENTS	ACTIVE
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		1	NO
6	4	140341500100	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	PARKING	12/1/2021	12/15/2021		#5 CITATION 1,2	NO
7	1	140300600500	12323 W MEQUON ROAD	JONATHAN SCHOTTE	PARKING	10/21/2021	11/4/2021		1	NO
8	3	140221000600	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREYMUTH	TEMPORARY STRUCTURE	10/22/2021	11/5/2021		1	NO
9	4	EXEMPT	110010 N BUNTROCK AVENUE	WILSON SCHOOL	ELECTRONIC MESSAGE SIGN ILLUMINATION	12/8/2021	12/17/2021		1	NO
10	1	141550010000	13760 N BONNIWELL COURT	GALINA OR MISHA SHEPSHELEVICH	PARKING	ONGOING	ONGOING	NOT SET	#5, CIRCUIT COURT	YES
11	3	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
12	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	HOME BUSINESS	11/22/2021	12/5/2021		1	NO
13	1	141550011000	13702 N BONNIWELL COURT	MICHAEL OR SHELLEY OLSON	PARKING	11/22/2021	11/5/2021		1	NO
14	4	140270101200	10910 INDUSTRIAL DRIVE	SUPER STEEL LLC	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO
15	8	RENTAL	10042 N PORT WASHINGTON ROAD	NEARLY NEW CONSIGNMENT SHOP	BANNER	11/17/2021	11/20/2021		1	NO
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	11549 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	9	RENTAL	6930 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 1	NO
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1	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	NO
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, 5,6	YES
52	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021		#5 CITATION 1	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		#5 CITATION 1	NO
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

	A	B	C	D	E	F	G	I	J	K
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		1	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		1	NO
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022		1	NO
75	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022		1	NO
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 1,2	NO
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 1,2	NO
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	NO
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 1,2	NO
89	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION 1	NO
90	2	141160010000	12335 N WOODFIELD COURT	JEFFERY OR SUSAN POMERANTZ	PARKING	5/17/2022	5/24/2022		1	NO
91	5	RENTAL	11740 N PORT WASHINGTON ROAD	BANK FIRST	BANNER	5/17/2022	5/21/2022		1	NO
92	5	EXEMPT	13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/21/2022		1	NO
93	3	RENTAL	6006 W MEQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/21/2022		1	NO
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENANCE	5/25/2022	6/18/2022		1	NO
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022		1	NO
98	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE STORAGE	5/25/2022	6/15/2022		1	NO
99	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022		1	NO
100	4	140341600200	BAEHR AND COUNTY LINE/ NO ADDRESS	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022		#5 CITATION 1,2	YES
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		1	NO
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO
103	7	141510000500	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO
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		1	NO
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		1	NO
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSIRICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		1	NO
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSIRICK	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		1	NO
113	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	OUTSIDE MAINTENANCE	6/23/2022	7/29/2022		EXTENSION RAZE	NO
114	6	150990701000	12345 N EAST SHORELAND DRIVE	ANDREW OR WENDY PETZOLD	TURF GRASS	6/23/2022	7/14/2022		1	NO
115	5	150060901900	13804 N MARTIN WAY SUITE 2400	13804 N MARTIN WAY LLC	POOL FENCE	7/7/2022	7/29/2022		#5 CITATION 1	YES
116	5	150061500900	1908 W BONNIVELL ROAD	RAVI NARAYAN OR SOWMYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022		1	NO
117	2	150911001000	2517 W CHESTNUT ROAD	TAOFIKI OR KERRY ALABI	PARKING	7/15/2022	7/22/2022		1	NO
118	4	140501305007	9807 N CEDARBURG ROAD	RYAN OR KATHERINE KAUTZER	TURF GRASS	7/15/2022	7/22/2022		1	NO
119	6	XXXXXXX000	NORTH SHORE ESTATES	DEBRA NEWELL-PRESIDENT	OUTSIDE STORAGE	7/14/2022	8/5/2022		1	NO
120	3	142010051000	10879 N WILDCAT WAY	AMBER SCHROEDER	FENCE	5/16/2022	5/27/2022		#5 CITATION 1,2	YES
121	3	140860205000	11413 N SOLAR AVENUE	DUANE OR JULIE WAGNER	PARKING	7/21/2022	8/4/2022		1	NO
122	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIKS	BANNERS	7/21/2022	7/28/2022		1	NO

	A	B	C	D	E	F	G	I	J	K
123	1	XXXXXXXXXX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022		1	NO
124	4	140270201500	8835 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/15/2022		1	NO
125	4	140270200200	6729 W MEQUON ROAD	STORYPOINT SENIOR LIVING	SIGNS	7/22/2022	8/19/2022		1	NO
126	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	7/22/2022	10/5/2022		1	NO
127	8	XXXXXXXXXX	10930 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/22/2022	7/29/2022		1	NO
128	2	140820210001	3018 W SHOLES DRIVE	THOMAS OR CAPTOLA BACHER	2 SHEDS	8/11/2022	9/11/2022		1	NO
129	5	151120203000	13837 N LAKE SHORE DRIVE	GREGORY OR NICOLE PATERSON	OUTDOOR STORAGE	8/11/2022	8/26/2022		EXTENSION	YES
130	6	150300802300	2212 W SUNNYDALE LANE	AARON OR PETER KINNEY	POOL FENCE	8/11/2022	8/26/2022		1	NO
131	8	RENTAL	10806 N PORT WASHINGTON ROAD	NORTH SHORE BANK	BANNER	8/19/2022	8/25/2022		1	NO
132	6	RENTAL	1605 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO
133	6	RENTAL	1606 W MEQUON ROAD	FAYE'S MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO
134	6	RENTAL	1605 W MEQUON ROAD	THE LEMON TREE	FLAGS	8/19/2022	8/25/2022		1	NO
135	6	RENTAL	1616 W MEQUON ROAD	ZARLETTI MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO
136	6	RENTAL	1330 W MEQUON ROAD	COCOA TREE CONFECTIONARY	BANNER	8/19/2022	9/25/2022		1	NO
137	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	8/19/2022	8/25/2022		1	NO
138	6	RENTAL	1650 W MEQUON ROAD	FIFTH MAIN	A FRAME	8/19/2022	8/25/2022		1	NO
139	6	RENTAL	11035 N PORT WASHINGTON ROAD	PICARDY SHOE PARLOUR	BANNER	8/19/2022	8/25/2022		1	NO
140	4	140271601200	10433 N BAEHR ROAD	NORTH SHORE DANCE	SIGNS	7/7/2022	7/29/2022		#5 CITATION 1	NO
141	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	PLUMBING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
142	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ELECTRIC PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
143	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
144	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	FLL PERMIT	8/24/2022	9/7/2022		EXTENSION	YES
145	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	8/24/2022	9/7/2022		EXTENSION	YES
146	7	150500116000	1828 W FIESTA LANE	CHARLES MAYER	GRASS	8/31/2022	9/8/2022		1	NO
147	7	140700145000	3531 W LEGRANDE BLVD	WILLIAM GRUBER	HOME BUSINESS	9/6/2022	9/16/2022		1	NO
148	4	RENTAL	10601 N COMMERCE STREET	GOOD LAND PREMIUM FOODS PROVISIONS INC	BUILDING AND SITE PLAN AMENDMENT	9/6/2022	9/19/2022		1	NO
149	6	RENTAL	1339 W MEQUON ROAD	REMAX LAKESIDE	WALL SIGN	9/8/2022	10/28/2022		1	NO
150	5	151010106001	12658 N SHORELAND PARKWAY	NANCY TOLOCKO	DECK	9/13/2022	12/14/2022		1	NO
151	5	150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	PARKING	9/13/2022	9/23/2022		1	NO
152	5	150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	OUTSIDE MAINTENANCE	9/13/2022	9/27/2022		1	NO
153	8	EXEMPT	10370 N WILDWOOD COURT	OZAUKEE WASHINGTON COUNTY LAND TRUST	OUTSIDE MAINTENANCE	9/14/2022	10/14/2022		1	NO
154	3	RENTAL	7180 W DONGES BAY ROAD	WARREN BARNETT INTERIORS	CONDITIONAL USE GRANT	9/20/2022	10/4/2022		#5 CITATION 1	NO
155	6	150190400400	11743 N PORT WASHINGTON ROAD LOT 1	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
156	6	150190400500	11743 N PORT WASHINGTON ROAD LOT 2	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
157	6	150190400600	11743 N PORT WASHINGTON ROAD LOT 3	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		1	NO
158	6	RENTAL	1550 W MEQUON ROAD	FIFTH MAIN	MONUMENT SIGN	9/29/2022	10/13/2022		#5 CITATION 1,2,3	NO
159	8	150740120000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARULSKI	PARKING	9/29/2022	10/13/2022		#5 CITATION 1	NO
160	4	140840306000	4904 W COUNTY LINE ROAD	SHAWN OR RUTH RUBINSTEIN	SUMP PUMP	9/29/2022	10/7/2022		1	NO
161	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 207	DAVALUV COSMETICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
162	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 135	EMBRACE YOUR FACE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
163	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101E	CEDAR CREEK MASSAGE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
164	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	JANET HALONEN-ACUESTICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
165	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 108	DRAGON FLY MEDITATION AND WELLNESS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
166	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101	THERPUTIC MASSAGE AND WELLNESS CENTER	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
167	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 212	WYNTER CO. BEAUTY	CONDITIONAL USE GRANT	10/5/2022	11/14/2022		1	NO
168	6	150300600900	2505 W MEQUON ROAD	NORTH SHORE DENTAL	BANNER	10/6/2022	10/13/2022		1	NO
169	3	RENTAL	7606 W MEQUON ROAD	HOMESTEAD FAMILY DENTISTRY	BANNER	10/6/2022	10/13/2022		1	NO
170	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSRIK	OUTSIDE STORAGE	10/6/2022	10/27/2022		1	NO
171	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSRIK	OUTSIDE MAINTENANCE	10/6/2022	11/10/2022		1	NO
172	6	150310101100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022		#5 CITATION 1	NO
173	1	140200600700	10505 W FREISTADT ROAD	HERMAN OR SANDRA STERN	PARKING	10/19/2022	11/11/2022		1	NO
174	1	140171101100	10516 W FREISTADT ROAD	JENNIFER JOHNSON OR JOSHUA COMFORT	PARKING	10/19/2022	11/11/2022		1	NO
175	4	140500404000	11155 N CEDARBURG ROAD	MEQUON AUTO TECH	WATER TO FACILITY	10/19/2022	11/25/2022		#5 CITATION 1	YES
176	5	150170800500	12531 N LAKESHORE DRIVE	STEVEN OR KIMBERLY BROWN	SHED PERMIT	10/19/2022	11/4/2022		EXTENSION	YES
177	4	140271601200	10433 N BAEHR ROAD	NORTH SHORE DANCE STUDIO	MONUMENT SIGN	10/21/2022	11/30/2022		1	NO
178	4	RENTAL	11120 N BUNTROCK AVENUE	PRESTIGE AUTO SERVICE	PARKING COMMERCIAL	10/26/2022	11/2/2022		EXTENSION	YES
179	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	GRASS	10/27/2022	11/4/2022		1	NO
180	5	150920201000	11404 N PINEHURST CIRCLE	US BANK	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		1	NO
181	8	151070112002	1027 W DONGES BAY	MARY JOHNSON	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022		EXTENSION	YES
182	6	151260105000	10451 N STRATFORD PLACE	STEFAN OR SARAH GENDELMAN	BUILDING PERMIT	10/28/2022	11/21/2022		EXTENSION	YES
183	5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE MAINTENANCE	1/19/2022	5/30/2022		# 5 CITATION 1	YES

	A	B	C	D	E	F	G	I	J	K
184	5	151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE STORAGE	1/19/2022	2/9/2022		#5 CITATION 1	YES
185	1	140030300200	14015 N CEDARBURG ROAD	WHITE RABBIT RESTAURANT	MONUMENT SIGNS	11/9/2022	11/23/2022		1	NO
186	6	150191602200	1400 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
187	6	150191602900	1350 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
188	8	150320700200	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MEQUON	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES
189	6	151850001000	1511 MARKET STREET	LAKESIDE DEVELOPMENT COMPANY	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		1	NO
190	5	150201101000	11300 N PORT WASHINGTON ROAD	(PNS) SCHMIDT MEQUON LLC	OUTSIDE MAINTENANCE	11/15/2022	12/16/2022		EXTENSION	YES
191	7	140501403003	10015 N RIVER ROAD	JEFF OR BETH ASTEMBORSKI	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
192	4	140341100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	PARKING	11/17/2022	12/2/2022		EXTENSION	YES
193	4	140341100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/2/2022		EXTENSION	YES
194	4	140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/2/2022		EXTENSION	YES
195	4	140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/2/2022		EXTENSION	YES
196	1	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	PARKING	11/17/2022	12/2/2022		1	NO
197	1	140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	OUTSIDE STORAGE	11/17/2022	12/2/2022		1	NO
198	8	RENTAL	10840 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BANNER	11/30/2022	12/8/2022		1	NO
199	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/8/2022		1	NO
200	3	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
201	3	140860219000	11428 N VEGA AVENUE	MARK KRUEGER	PARKING	12/6/2022	12/20/2022		1	NO
202	3	140860220000	7907 W WILLOWBROOK DRIVE	BENJAMIN AHANGER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
203	6	150191500300	1836 W MEQUON ROAD	REGINALD FLETCHER	OUTSIDE STORAGE	12/6/2022	12/20/2022		1	NO
204	3	140881604000	11329 N MEADOWBROOK DRIVE	JEREMY GONZALES	PARKING	12/7/2022	12/14/2022		1	NO
205	3	140881602000	11309 N MEADOWBROOK DRIVE	KIMBERLY SCIDMORE OR KERRY HANSEN	PARKING	12/7/2022	12/14/2022		1	NO
206	3	140870807000	11730 N RIDGEWAY AVENUE	DAVID WOZNAK	PARKING	12/7/2022	12/14/2022		1	NO
207	3	140881708000	11310 N MEADOWBROOK DRIVE	GREEN HILL PROPERTIES	PARKING	12/7/2022	12/14/2022		#5 CITATION 1,2	YES
208	3	140871001000	11932 N SILVER AVENUE	DANIEL MUELLER	PARKING	12/7/2022	12/14/2022		1	NO
209	4	140270201200	11030 N BUNTROCK AVENUE	SANG WOO NAM	PARKING	12/9/2022	12/16/2022		1	NO
210	5	150830013001	13560 N LAKESHORE DRIVE	MICHAEL COLE	PARKING	12/13/2022	12/27/2022		1	NO
211	2	150180600500	12750 N SHORELAND PARKWAY	GRANTIT REMODELS LLC	PARKING	12/14/2022	12/29/2022		1	NO
212	8	RENTAL	10038 N PORT WASHINGTON ROAD	MOMS ALTERATIONS	BANNER	12/22/2022	12/30/2022		#5 CITATION 1,	NO
213	2	140140400100	12435 N RIVER ROAD	JOSEPH OR MELANIE DEVORKIN	BUILDING PERMIT	12/22/2022	1/6/2023		EXTENSION	YES
214	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	ACCESSORY STRUCTURE (2)	12/29/2022	1/27/2023		#5 CITATION 1	YES
215	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	SURVEY	12/29/2022	1/12/2023		1	NO
216	6	150600216000	10212 SUNNYCREST DRIVE	HPA III ACQUISITIONS 1 LLC	PARKING	1/6/2023	1/19/2023		1	NO
217	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	PARKING	1/11/2023	1/27/2023		1	NO
218	4	140340600900	7227 W DONGES BAY ROAD	ANTOINETTE JACKSON	OUTSIDE STORAGE	1/11/2023	1/27/2023		1	NO
219	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	OUTSIDE MAINTENANCE	1/12/2023	1/19/2023		#5 CITATION #1	NO
220	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	ELECTRIC	1/19/2023	2/17/2023		1	NO
221	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	DUMPSTER DOORS	1/19/2023	4/15/2023		1	NO
222	8	151790001000	10526 N PORT WASHINGTON ROAD	CONCORD 34 LLC	STORAGE CONTAINER	1/19/2023	2/17/2023		1	NO
223	4	140500506000	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	REFUSE	1/20/2023	2/3/2023		5 CITATION 1	YES
224	4	140500506000	11100 N GREEN BAY ROAD	EW DEVELOPMENT CORP	OUTSIDE MAINTENANCE	1/20/2023	5/1/2023		1	NO
225	6	150190400400	11743 N PORT WASHINGTON ROAD	SHELY 2012 IRREVOCABLE TRUST	OUTSIDE MAINTENANCE	1/26/2023	2/7/2023		#5 CITATION 1,2	YES
226	3	140510104000	11201 N SOLAR AVENUE	CHRISTOPHER BESLER	PARKING	2/2/2023	2/9/2023		1	NO
227	6	151290001000	11001 N PORT WASHINGTON ROAD	ACE HARDWARE	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
228	6	150300100700	1425 W MEQUON ROAD	BMO HARRIS BANK	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
229	6	151290017000	1317 W TOWNE SQUARE ROAD	MEQUON UNIT 17 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
230	8	151750010144	10144 N PORT WASHINGTON ROAD	SSRF LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
231	6	151710002000	10602 N PORT WASHINGTON ROAD	PJL 10935 LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
232	5	150200600100	1025 W GLEN OAKS LANE	GLEN OAKS OFFICE PARK LLC	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
233	3	140500202001	6200 W MEQUON ROAD	ST PAULS FISH COMPANY	OUTSIDE STORAGE	2/14/2023	2/28/2023		1	NO
234	4	140271600600	6130 W DONGES BAY ROAD	JWI LLC	OUTSIDE STORAGE	2/16/2023	3/10/2023		EXTENSION	NO
235	4	140261100700	10412 N BAEHR ROAD	MEHTA PROPERTIES LLC	COMMUNITY SPIRIT LETTER	2/16/2023	OPEN		1	NO
236	4	RENTAL	5900 W MEQUON ROAD	CAFÉ HOLLANDER	BANNER	2/21/2023	2/28/2023		1	NO
237	6	151001310000	12510 N PILOT DRIVE	JEAN GORSKI	OUTSIDE MAINTENANCE	2/22/2023	5/31/2023			YES
238	1	141440022001	7421 RIDGEVIEW DRIVE	YOUSSEF BERRADA	BUILDING PERMIT	2/27/2023	3/14/2023		EXTENSION	YES
239	3	140892302000	11433 N TOWER LANE	JULIS OR ALICE HOLDEN	SUMP PUMP	2/28/2023	3/8/2023		1	NO
240	1	140171101200	10545 W HEATHER DRIVE	STEPHANIE WELDON	BUILDING PERMIT	3/1/2023	3/14/2023		EXTENSION	YES
241	6	150291100700	10510 N PORT WASHINGTON ROAD	REU	HVAC AND ELECTRIC PERMITS	3/1/2023	4/7/2023		EXTENSION	YES
242	2	140130600800	12602 N RIVER ROAD	GARY OR JUNE GEIGER	BASKETBALL COURT	3/9/2023	5/31/2023		EXTENSION	NO
243	8	150291100200	10404 N PORT WASHINGTON ROAD	FERRANTES PIZZA	OUTSIDE MAINTENANCE	3/16/2023	7/28/2023			YES
244	8	RENTAL	10972 N PORT WASHINGTON ROAD	THE JOINT CHIROPRACTIC	SIGN	3/16/2023	3/23/2023		1	NO

	A	B	C	D	E	F	G	I	J	K
245	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	SIGN	3/16/2023	3/23/2023		1	NO
246	8	RENTAL	10902 N PORT WASHINGTON ROAD	NEROLI SALON	SIGN	3/16/2023	3/23/2023		1	NO
247	8	151060024000	429 W THORNAPPLE LANE	FRANK TRUST	PARKING	4/4/2023	4/11/2023		1	NO
248	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
249	8	RENTAL	10984 N PORT WASHINGTON ROAD	PET SUPPLIES PLUS MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
250	8	RENTAL	10990 N PORT WASHINGTON ROAD	SENDIKS MARKET MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN		1	NO
251	8	RENTAL	10930 N PORT WASHINGTON ROAD	BRIXMOR MEQUON	COMMUNITY SPIRIT LETTER	4/10/2023	OPEN			NO
252	4	140710027000	4807 W ELMDALE ROAD	OLEG KONOVCHIKO	PARKING	4/18/2023	5/31/2023		#5 CITATION 1,2	YES
253	6	151230502000	12010 N RIVER GLENN LANE	KENNETH R NASON OR LESLEY A SCHWARTZ-NASON	OUTSIDE STORAGE	4/18/2023	4/26/2023		EXTENSION	YES
254	4	140500905004	10240 N CEDARBURG ROAD	SYBARIS	OUTSIDE MAINTENANCE	4/26/2023	5/15/2023		EXTENSION	YES
255	4	140501001000	10365 N CEDARBURG ROAD	TAYLOR AND DUNNS	OUTSIDE MAINTENANCE	4/26/2023	6/1/2023		1	NO
256	2	140950404000	3403 W COLETTE COURT	PAWEL WYDRA	OUTSIDE STORAGE	5/1/2023	5/15/2023		#5 CITATION 1	YES
257	8	150291100500	10500 N PORT WASHINGTON ROAD	LISA HOLDEN	PARKING	5/10/2023	OPEN			YES
258	1	140300600500	12323 W MEQUON ROAD	JONATHAN SCHOTTE	PARKING	5/12/2023	5/19/2023		1	NO
259	8	150320600200	10353 N PORT WASHINGTON ROAD	SOBELMANS 10352 LLC	OUTSIDE MAINTENANCE	5/12/2023	EXTENSION			YES
260	7	140250600800	11152 N RIVER ROAD	STROLI REAL ESTATE LLC	OUTSIDE MAINTENANCE	5/12/2023	5/22/2023		1	NO
261	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELMAIER	PARKING	5/16/2023	5/26/2023		1	NO
262	1	140300500400	11805-11807 W MEQUON ROAD	MAE BRIELMAIER	OUTSIDE STORAGE	5/16/2023	5/26/2023		1	NO
263	2	140230400100	11761 N RIVER ROAD	EVAN OR SANDRA MORGAN	OUTSIDE LIGHTING	5/23/2023	6/2/2023		EXTENSION	YES
264	5	150170800500	12531 N LAKE SHORE DRIVE	STEVEN OR KIMBERLY BROWN	GARBAGE	5/23/2023	5/30/2023		1	NO
265	5	150170200200	12730 N LAKE SHORE DRIVE	FREDRICK REED	GARBAGE	5/23/2023	5/30/2023		1	NO
266	7	140250700700	109082 N RIVER ROAD	JEFFREY OR JAMY LEVESQUE	SUMP PUMP	5/24/2023	6/2/2023		1	NO
267	2	140240200500	11808 N RIVERLAND ROAD	BORIS PERMITIN	OUTSIDE STORAGE	6/8/2023	7/7/2023		1	NO
268	4	140501304006	9839 N ARROWWOOD ROAD	THOMAS OR MARY CONNOLLY	PARKING	6/8/2023	6/23/2023		1	NO
269	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	PARKING	6/8/2023	6/16/2023		1	NO
270	2	140820214000	2911 W SHOLES DRIVE	JOHN OR BARBARA MULGREW	PARKING	6/8/2023	6/16/2023		1	NO
271	2	140820101000	11855 N AUER LANE	JAMES OR JOANNE GUTHRIE PETERSON	PARKING	6/8/2023	6/16/2023		1	NO
272	3	141220007000	11909 N SOLAR AVENUE	BRANDON OR SARAH ZELAZOSKI	PARKING	6/8/2023	6/16/2023		1	NO
273	2	141160018000	3134 W WOODFIELD DRIVE	SCOTT EDISON	GRASS	6/8/2023	6/16/2023		1	NO
274	7	140700145000	3531 W LE GRANDE BLVD	LAC DU GRUBER LLC	OUTSIDE MAINTENANCE	6/8/2023	6/29/2023		EXTENSION	YES
275	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GRASS	6/19/2023	6/26/2023		1	YES
276	5	150051400200	13920 N LAKE SHORE DRIVE	RAPHAEL OR IRENE BRUNETTE	OUTSIDE STORAGE	6/21/2023	7/12/2023		1	NO
277	1	RENTAL	14015 N CEDARBURG ROAD	THE WHITE RABBIT	CONDITIONAL USE GRANT	6/21/2023	6/29/2023		EXTENSION	YES
278	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	6/28/2023	7/1/2023		1	NO
279	6	RENTAL	1340 W MEQUON ROAD	NORTH SHORE JEWELERS	BANNER	6/28/2023	7/1/2023		1	NO
280	6	RENTAL	1406 W MEQUON ROAD	LITTLE SPROUTS PLAY CAFE	BANNER	6/28/2023	7/1/2023		1	NO
281	6	RENTAL	1330 W MEQUON ROAD	COCOA TREE CONFECTIONARY	BANNER	6/28/2023	7/1/2023		1	NO
282	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER	6/28/2023	7/1/2023		1	NO
283	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGLER	OUTSIDE STORAGE	6/29/2023	7/6/2023		1	NO
284	4	140560305000	5103 W WESTFIELD ROAD	DAVID KRIEGLER	PARKING	6/29/2023	7/13/2023		EXTENSION	YES
285	4	140840205000	9612 N MEQUON PLACE	JUSTIN BIRKEL	OUTSIDE STORAGE	6/29/2023	7/6/2023		1	NO
286	4	140840205000	9612 N MEQUON PLACE	JUSTIN BIRKEL	GRASS	6/29/2023	7/6/2023		1	NO
287	6	150900603000	11541 N LAGUNA DRIVE	INA PETROVICI	PARKING	7/5/2023	7/20/2023		1	NO
288	6	140771401000	2716 W CHESTNUT ROAD	HOWARD DUBOFF	PERMITS	7/19/2023	8/20/2023			YES
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11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2902
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: August 8, 2023
SUBJECT: RESOLUTION 4057 A Resolution Granting Final Plat Approval for The Enclave at Mequon Preserve - Phase VI, a 12-Lot Single-Family Development Located at 7901 West Preserve Parkway

Background

The applicant is requesting final plat approval for the sixth phase of The Enclave at Mequon Preserve subdivision located at 7901 West Preserve Parkway. This phase consists of 12 of the 88 lots that comprise the subdivision.

Analysis

The developer requests final plat approval for this subdivision, which includes 12 single-family lots. The final plat is consistent with the approved preliminary plat. All of the improvements associated with this phase have been installed in accordance with the development agreement.

Fiscal Impact

The 12-lot phase is estimated to be valued at \$500,000/lot, resulting in estimated annual tax revenue of \$90,000.

Recommendation

On June 26, 2023, the Planning Commission recommended approval by a vote of 8-0.

Attachments:

Zoning Map (PDF)

Enclave at Mequon Preserve VI Final Plat (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4057

A Resolution Granting Final Plat Approval for The Enclave at Mequon Preserve - Phase VI, a
12-Lot Single-Family Development Located at 7901 West Preserve Parkway

RECITALS

A. The Common Council granted approval for The Enclave at Mequon Preserve - Phase VI Subdivision, a 12-lot development, on November 11, 2019, and the preliminary plat for the subdivision was approved on January 13, 2020.

B. The developer has sought approval of the final plat for the development, which consists of 12 single-family homes.

C. The Planning Commission granted Final Plat approval for the property on June 26, 2023.

D. The development agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Final Plat for the Enclave at Mequon Preserve - Phase VI is approved, that the appropriate City officials are hereby authorized to execute the same, and upon completion of all required conditions of the Planning Commission on June 26, 2023, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

Approved by: Andrew Nerbun, Mayor

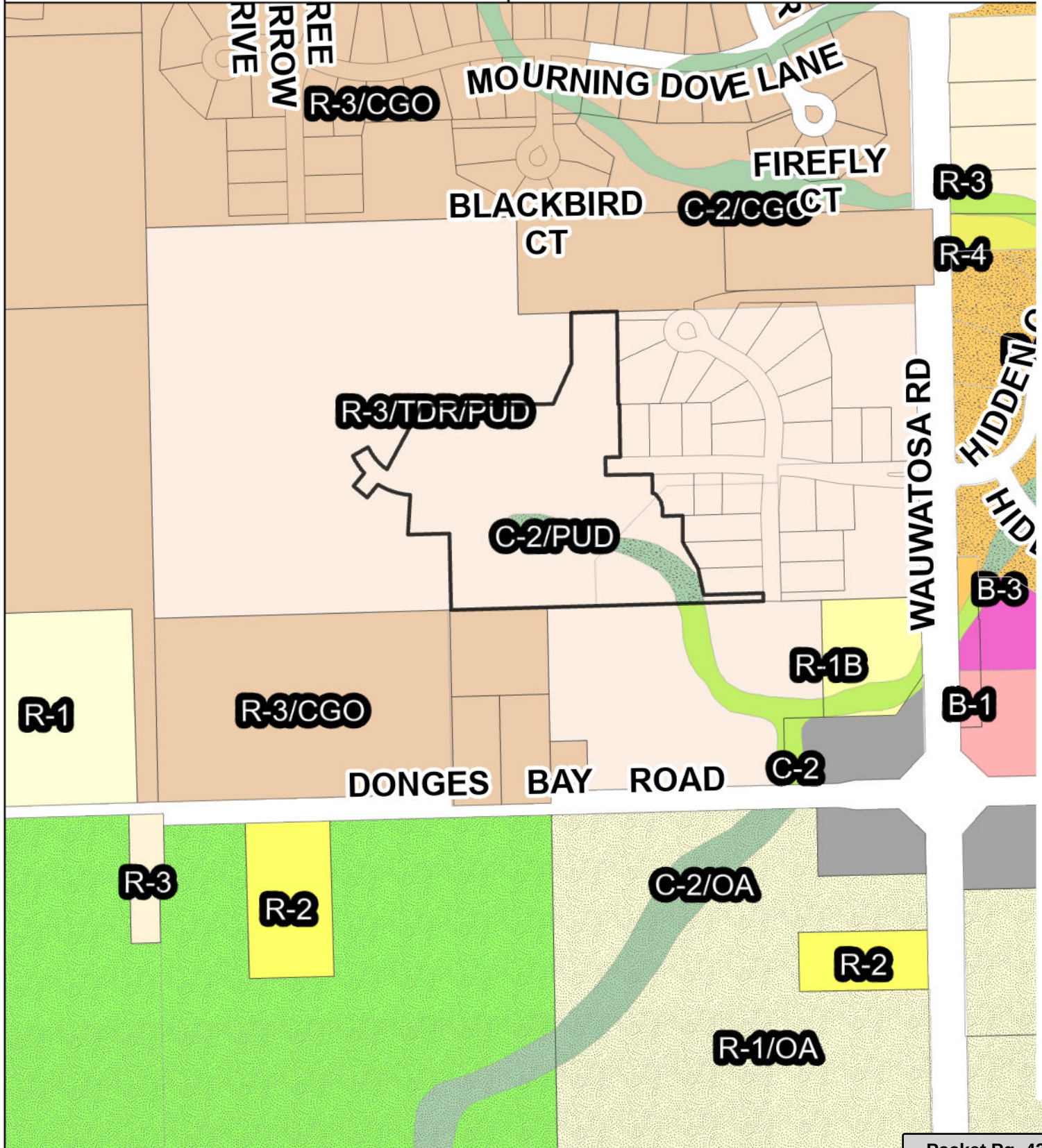
Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

ENCLAVE

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



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 19, 2023

Rene M. Ponke
Department of Administration



ISSUED DATE: MARCH 20, 2023
REVISED DATE: JUNE 14, 2023

D.O.T. HIGHWAY RESTRICTIONS

Noise Notes:

The lots of this land division may experience noise at the levels exceeding the levels in sTrans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

Setback Notes:

There shall be no improvements or structures placed between the highway and the setback line.

ZONING NOTES:

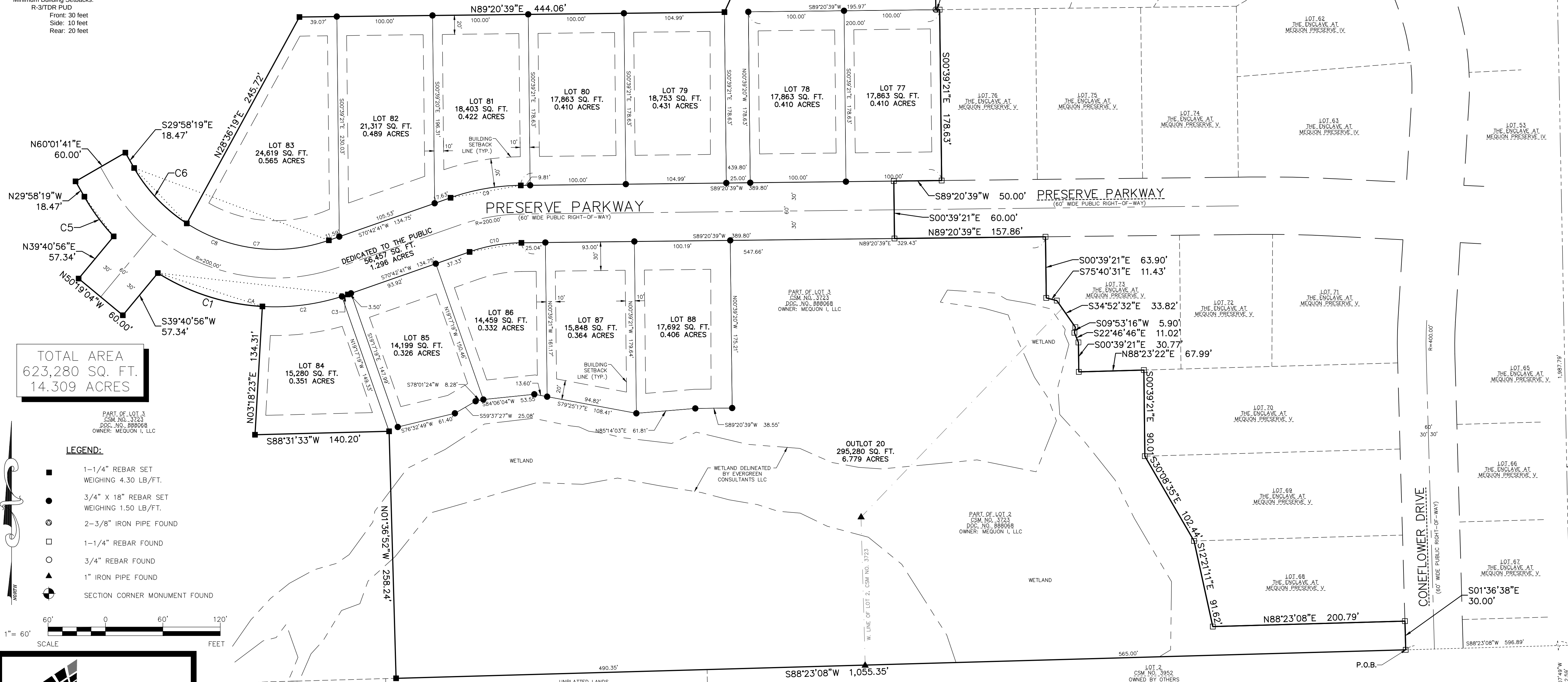
Existing Zoning:
R-3 Rural Residential Detached
CGO Central Growth Area Overlay
TDR Transfer of development rights
PUD Planned Unit Development

Minimum Building Setbacks:

R-3/TDR PUD
Front: 30 feet
Side: 10 feet
Rear: 20 feet

Curve Table							
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	TANGENT IN	TANGENT OUT
C1	115.94'	230.00'	N72°15'11"W	114.71'	028°52'52"	N57°48'44"W	N86°41'37"W
C2	84.20'	230.00'	N82°49'07"E	83.73'	020°58'33"	N72°19'51"E	S86°41'37"E
C3	6.50'	230.00'	N71°31'16"E	6.50'	001°37'10"	N70°42'41"E	N72°19'51"E
C4	206.64'	230.00'	S83°33'02"E	199.76'	051°28'35"	S57°48'44"E	N70°42'41"E
C5	51.59'	230.00'	N36°23'51"W	51.48'	012°51'03"	N29°58'19"W	N42°49'23"W
C6	80.59'	170.00'	S43°33'11"E	79.84'	027°09'44"	S29°58'19"E	S57°08'03"E
C7	154.75'	170.00'	N83°12'41"W	149.46'	052°09'16"	N57°08'03"W	S70°42'41"W
C8	235.34'	170.00'	S69°37'49"E	216.99'	079°19'00"	S29°58'19"E	N70°42'41"E
C9	74.80'	230.00'	S80°01'40"W	74.47'	018°37'59"	S89°20'39"W	S70°42'41"W
C10	55.29'	170.00'	N80°01'40"E	55.04'	018°37'59"	N89°20'39"E	N70°42'41"E

PART OF LOT 3
CSM NO. 3723
DOC. NO. 888068
OWNER: MEQUON I, LLC



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 19, 2023

Renée M. Doney
Department of Administration

ISSUED DATE: MARCH 20, 2023
REVISED DATE: JUNE 14, 2023

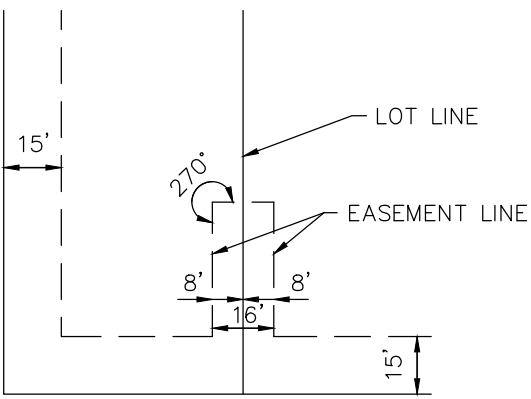
D.O.T. HIGHWAY RESTRICTIONS

Noise Notes:
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Setback Notes:
There shall be no improvements or structures placed between the highway and the setback line.

THE ENCLAVE AT MEQUON PRESERVE VI

PART OF LOT 2 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3723, ALL BEING PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



TYPICAL UTILITY EASEMENT DETAIL
NO SCALE

PART OF LOT 3
CSM NO. 3723
DOC. NO. 888088
OWNER: MEQUON I, LLC

MILWAUKEE GAS LIGHT COMPANY PIPE
LINE EASEMENT PER DOC. NO. 148294
AS SHOWN ON CSM NO. 3723

PART OF LOT 1, CSM NO. 3018
OWNED BY OTHERS

12' DISTRIBUTION EASEMENT
PER DOC. NO. 605271

11' UTILITY EASEMENT
PER EMP IV PLAT

OUTLOT 17
THE ENCLAVE AT
MEQUON PRESERVE IV

15' UTILITY EASEMENT
PER EMP IV PLAT

LOT 58
THE ENCLAVE AT
MEQUON PRESERVE IV

16' UTILITY EASEMENT
PER EMP IV PLAT

20' WIDE PRIVATE STORM
WATER DRAINAGE EASEMENT
PER EMP IV PLAT

LOT 59
THE ENCLAVE AT
MEQUON PRESERVE IV

THE ENCLAVE AT
MEQUON PRESERVE IV

CONFLOWER COURT
(60' WIDE PUBLIC RIGHT-OF-WAY)

LOT 61
THE ENCLAVE AT
MEQUON PRESERVE IV

LOT 62
THE ENCLAVE AT
MEQUON PRESERVE IV

LOT 63
THE ENCLAVE AT
MEQUON PRESERVE IV

LOT 53
THE ENCLAVE AT
MEQUON PRESERVE IV

PRESERVE PARKWAY
(60' WIDE PUBLIC RIGHT-OF-WAY)

PART OF LOT 3
CSM NO. 3723
DOC. NO. 888088
OWNER: MEQUON I, LLC

PART OF LOT 2
CSM NO. 3723
DOC. NO. 888088
OWNER: MEQUON I, LLC

MILWAUKEE GAS LIGHT COMPANY PIPE
LINE EASEMENT PER DOC. NO. 148294
AS SHOWN ON CSM NO. 3723

W. LINE OF LOT 2, CSM NO. 3723

LOT 4
CSM NO. 3952
OWNED BY OTHERS

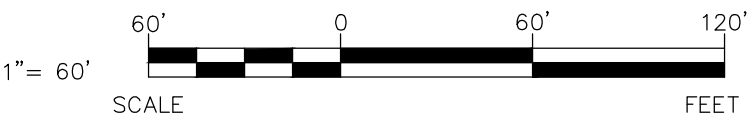
NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927). THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28-9-21 HAS A BEARING OF NORTH 01°-07'-49" WEST.

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT. LINEAR MEASUREMENTS ARE GROUND LEVEL DISTANCES UNLESS OTHERWISE NOTED. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO HALF-SECONDS.

UNPLATTED LANDS
OWNED BY OTHERS

Stormwater Management Maintenance Notes
See Sheet 3 for Stormwater Management Notes

PART OF LOT 3
CSM NO. 3723
DOC. NO. 888088
OWNER: MEQUON I, LLC



EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan

100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-8800
www.EXCELENGINEER.com

JOB NO. 2161780

Attachment: Enclave at Mequon Preserve VI Final Plat (RESOLUTION 4057 : Enclave VI Final Plat)

THE ENCLAVE AT MEQUON PRESERVE VI

PART OF LOT 2 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3723, ALL BEING PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SHEET 3 OF 3 SHEETS

VOL.

PG.

SURVEYOR'S CERTIFICATE

I, Ryan J. Wilgreen, Professional Land Surveyor hereby certify that, under the direction of Mequon I, LLC, I have surveyed, divided and mapped a parcel of land described hereon, part of Lot 2 and part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds office as Document No. 888068, all being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 28; thence North 01°-07'-49" West along the East line of said Southeast 1/4, a distance of 662.59 feet to the Easterly extension of the South line of Outlot 18 of The Enclave at Mequon Preserve IV Subdivision (EMP IV) recorded in the Ozaukee County Register of Deeds Office as Document No. 1113152; thence South 88°-23'-08" West along said Easterly extension, along the South line of said Outlot 18 and along a South line of The Enclave at Mequon Preserve V Subdivision (EMP V) recorded in the Ozaukee County Register of Deeds Office as Document No. 1123349, a distance of 596.89 feet to the Southwest corner of Coneflower Drive per said EMP V Subdivision, said point also being the point of beginning; thence continuing South 88°-23'-08" West along the South line of Lot 2 and Lot 3 of said Certified Survey Map No. 3723, a distance of 1,055.35 feet; thence North 01°-36'-52" West, a distance of 258.24 feet; thence South 88°-31'-33" West, a distance of 140.20 feet; thence North 03°-18'-23" East, a distance of 134.31 feet; thence Northwesterly 115.94 feet on a curve to the right having a radius of 230.00 feet, the chord of said curve bears North 72°-15'-11" West, a chord distance of 114.71 feet; thence South 39°-40'-56" West, a distance of 57.34 feet; thence North 50°-19'-04" West, a distance of 60.00 feet; thence North 39°-40'-56" East, a distance of 57.34 feet; thence Northwesterly 51.59 feet on a curve to the right having a radius of 230.00 feet, the chord of said curve bears North 36°-23'-51" West, a chord distance of 51.48 feet; thence North 29°-58'-19" West, a distance of 18.47 feet; thence North 60°-01'-41" East, a distance of 60.00 feet; thence South 29°-58'-19" East; a distance of 18.47 feet; thence Southeasterly 80.59 feet on a curve to the left having a radius of 170.00 feet, the chord of said curve bears South 43°-33'-11" East, a chord distance of 79.84 feet; thence North 28°-36'-19" East, a distance of 245.72 feet; thence North 89°-20'-39" East, a distance of 444.06 feet; thence North 24°-38'-20" East, a distance of 148.15 feet; thence North 00°-39'-24" West, a distance of 173.48 feet to the North line of Lot 3 of said Certified Survey Map No. 3723; thence North 88°-23'-07" East along said North line, a distance of 157.69 feet to a westerly line of said EMP IV Subdivision; thence South 00°-39'-24" East along said Westerly line, a distance of 310.07 feet to a southerly line of EMP IV Subdivision; thence North 89°-20'-39" East along said southerly line, a distance of 4.03 feet to the Northwest corner of said EMP V Subdivision; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 178.63 feet; thence South 89°-20'-39" West along a westerly line of said EMP V Subdivision, a distance of 50.00 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 60.00 feet; thence North 89°-20'-39" East along a westerly line of said EMP V Subdivision, a distance of 157.86 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 63.90 feet; thence South 75°-40'-31" East along a westerly line of said EMP V Subdivision, a distance of 11.43 feet; thence South 34°-52'-32" East along a westerly line of said EMP V Subdivision, a distance of 33.82 feet; thence South 09°-53'-16" West along a westerly line of said EMP V Subdivision, a distance of 5.90 feet; thence South 22°-46'-46" East along a westerly line of said EMP V Subdivision, a distance of 11.02 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 30.77 feet; thence North 88°-23'-22" East along a westerly line of said EMP V Subdivision, a distance of 67.99 feet; thence South 00°-39'-21" East along a westerly line of said EMP V Subdivision, a distance of 90.01 feet; thence South 30°-08'-35" East along a westerly line of said EMP V Subdivision, a distance of 102.44 feet; thence South 12°-21'-11" East along a westerly line of said EMP V Subdivision, a distance of 91.62 feet; thence North 88°-23'-08" East along a southerly line of said EMP V Subdivision, a distance of 200.79 feet to the west right-of-way line of Coneflower Drive; thence South 01°-36'-38" East along said west right-of-way line, a distance of 30.00 feet to the point of beginning and containing 14.309 acres (623,280 sq. ft.) of land more or less.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Mequon in surveying, dividing, and mapping the same.

Ryan J. Wilgreen, P.L.S. No. S-2647
ryan.w@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935

ISSUED DATE: MARCH 20, 2023
REVISED DATE: JUNE 14, 2023

UTILITY EASEMENT PROVISIONS (PRIVATE)

An easement for electric, natural gas, and communications service is hereby granted by MEQUON I, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC,
Wisconsin corporations doing business as We Energies, Grantee,

SPECTRUM MID-AMERICA, LLC, Grantee, and

WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Stormwater Management Maintenance Agreement

- Outlot 20 of The Enclave at Mequon Preserve VI Subdivision is to be used for Stormwater Management purposes.
- The lot owner(s) or their successors and/or assigns (herein after referred to as the responsible parties) shall be responsible for maintenance of the stormwater management measures.
- The responsible parties shall maintain the stormwater management measures in accordance with the approved stormwater management plan on file in the offices of the City as required by the City construction, site erosion control and stormwater management ordinance.
- In the event that the stormwater management facilities located on Outlot 20 of The Enclave at Mequon Preserve VI Subdivision are not being maintained per the approved stormwater management plan, the City is hereby granted an easement to access the property to complete stormwater management maintenance measures.

OWNER'S CERTIFICATE OF DEDICATION

Mequon I, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Mequon I, LLC, does further certify that this plat is required by S236.10 or S236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection:

- Department of Administration
- Department of Transportation
- City of Mequon

In witness whereof, Mequon I, LLC, has caused these presents to be signed by its official officer(s) of said limited liability company at

_____, this _____ day of _____,

_____, 20__.

Mequon I, LLC
By: VH Holdings, LLC, its sole member

By: _____
David Simon or Karen Simon Dreyer

STATE OF _____)

COUNTY OF _____) S.S

Personally came before me this _____ day of _____, 20__, the above named officer(s) of the above named Mequon I, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

Associated Bank N.A., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above Owner's Certificate.

In witness whereof, the said Associated Bank N.A. has caused these presents to be signed by Stephen L. Sosnowski, its Senior Vice President, at _____, Wisconsin this _____ day of _____, 20__.

Associated Bank N.A.

Stephen L. Sosnowski, Senior Vice President

STATE OF WISCONSIN)

COUNTY OF _____) S.S

Personally came before me this _____ day of _____, 20__, Stephen L. Sosnowski of the above named banking association to me known to be the person who executed the foregoing instrument, and to me known to be such Senior Vice President of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

Notary Public, _____ County, WI
My Commission Expires: _____

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of THE ENCLAVE AT MEQUON PRESERVE VI SUBDIVISION in the City of Mequon, is hereby approved by the Common Council.

All conditions have been met as of this _____ day of _____, 20__.

Andrew Nerbun, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Mequon on this _____ day of _____, 20__.

Caroline Fochs, City Clerk

COUNTY TREASURER'S CERTIFICATE

I, Sandra Tretow, being the duly elected, qualified, and acting Treasurer of the County of Ozaukee, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ day of _____, 20__ affecting the land included in the plat of THE ENCLAVE AT MEQUON PRESERVE VI SUBDIVISION.

Sandra Tretow, Treasurer, Ozaukee County, Wisconsin

CITY TREASURER'S CERTIFICATE

I, Jennifer Engroff, being the duly appointed, qualified, and acting Director of Finance of the City of Mequon, do hereby certify that, in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 20__ on any of the lands included in the plat of THE ENCLAVE AT MEQUON PRESERVE VI SUBDIVISION.

Jennifer Engroff, Director of Finance, City of Mequon

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 19, 2023

Benjamin P. Dwyer

Department of Administration



OWNER / DEVELOPER:
MEQUON I, LLC
6801 S. TOWNE DR.
MADISON, WI 53713

SURVEYOR:
RYAN WILGREEN
EXCEL ENGINEERING, INC.
100 CAMELOT DR.
FOND DU LAC, WI 54935
920.926.9800



100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

JOB NO. 2161780



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: August 8, 2023
SUBJECT: RESOLUTION 4058 A Resolution Approving a Second Amendment to the Development Agreement Between the City of Mequon and P2 Development, Extending the Completion Date for the Town Center Townhomes Development Project Located at 11110-11112 and 11040 N. Buntrock Avenue to October 27, 2023

Background

Resolution No. 3916 approved in February 2022 authorized a Development Agreement for infrastructure improvements and a Town Center TID incentive for the P2 Planned Unit Development, in connection with the townhome development currently under construction on Buntrock Avenue. The agreement outlines construction timelines, occupancy timelines and values. An amendment to the Development Agreement was approved in March 2023, adjusting the contingency of timing associated with project completion from June 1, 2023, to September 1, 2023.

The developer, P2 Development, is requesting a second amendment to extend the timing contingency by an additional 75 days (to November 15, 2023).

Analysis

The residential project includes 42 townhomes located on Buntrock Avenue, immediately south of the Artesa residential site. The original agreement requires project completion on June 1, 2023, and the approved amendment requires project completion by September 1, 2023. According to the developer, an additional 75 days is needed to complete the project for the following reasons:

- Delay in delivery of electrical equipment, appliances, and fireplaces
- Delay of other, numerous building materials due to supply chain factors.

The Developer details the following project to date:

July 1, 2023: a) first 10 units at 11100 N. Buntrock Avenue received their occupancy permit, b) first lift of asphalt was installed on the entire site and c) landscaping was completed around this building.

August 1, 2023: a) expected occupancy at 11080 N. Buntrock Avenue Community Center and 11050 N. Buntrock Avenue of 10 units, b) all landscaping will be completed along Buntrock Avenue and 90% will be completed around the perimeter of the site.

September 1, 2023: expected occupancy at 11060 N. Buntrock Avenue of 10 units.

October 1, 2023: a) expected occupancy at 11110 N. Buntrock Avenue of 12 units and b) balance of landscaping completed and final lift of asphalt installed.

Staff supports the extension because the project has been under continuous construction and occupancy of some units has been achieved. However, staff recommends a deadline of October 27, 2023, which is 56 days. The shortened extension allows the developer and staff adequate time to address a possible extension past December 31, 2023, should it be needed. If the project is not progressing and at risk of not being completed by year end 2023, a development agreement amendment would be necessary to contemplate loss of tax base in 2024 as planned for the Town Center TID #3. This could impact the financial health of the TID, and the incentive offered to the developer at the time of project approval. The October 27th deadline allows the following timeline with appropriate negotiation time between staff, the developer and any legal representatives.

- Site Inspection for compliance on October 30th.
- Application of additional amendment by Developer due on November 3rd.
- Economic Development Board recommendation on November 28th.
- Common Council action on December 12th.

The Developer-proposed project completion date creates potential risk to timing for resolution of any financial implications related to the assessment for January 1, 2024, as contemplated and detailed in the development agreement.

Fiscal Impact

The requested amendment, with a staff recommended deadline of October 27th does not impact the expected redevelopment project value at full build-out and assessment as of January 1, 2024.

Recommendation

On July 25, 2023, the Economic Development Board recommended approval of the project completion date extension to October 27, 2023, by a vote of 8-0.

A recommendation from the Finance-Personnel Committee is forthcoming on August 8, 2023.

Attachments:

DEVELOPMENT AGREEMENT Amendment No 2 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4058

A Resolution Approving a Second Amendment to the Development Agreement Between the City of Mequon and P2 Development, Extending the Completion Date for the Town Center Townhomes Development Project Located at 11110-11112 and 11040 N. Buntrock Avenue to October 27, 2023

RECITALS

A. The Economic Development Board approved an incentive for the P2 Development Town Center residential development, including 42 townhomes located at 11040 and 11110-11112 North Buntrock Avenue on January 18, 2022.

B. The Developer has sought Development Agreement approval to address certain financial and timing aspects of the development.

C. The Finance-Personnel Committee and Common Council approved Resolution 3916 of the Development Agreement and corresponding incentive to P2 Development for the property on February 8, 2022.

D. The Development Agreement provides for the installation of improvements and the payment of fees as well as incentives for a specified development value and indicates an original project completion as of June 1, 2023.

E. The Developer sought an amendment to the Development Agreement to extend the project completion date to September 1, 2023.

F. The Economic Development Board approved the project completion extension to September 1, 2023, at their meeting on February 21, 2023.

G. The Finance & Personnel Committee and Common Council approved the same project completion extension to September 1, 2023, at their meeting on March 14, 2023.

H. The Developer is seeking a second amendment to the Development Agreement to extend the project completion date to October 27, 2023.

I. The Economic Development Board approved the project completion extension to October 27, 2023, at their meeting on July 25, 2023.

J. The Finance & Personnel Committee and Common Council approved the same project completion extension to October 27, 2023, at their meeting on August 8, 2023.

K. All contingencies placed on the Developer, Owner and City as part of the Development Agreement remain in effect.

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

1. A Second Amendment to the Development Agreement for the P2 Townhome Residential Development 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: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

WHEREAS, the parties to this Second Amendment to Development Agreement executed an Initial Amendment to the Original Development Agreement in March 2023 (“First Amendment to Development Agreement”) and an Original Development Agreement in February 2022 (“Development Agreement”); and

WHEREAS, the parties are desirous of amending said Development Agreement, in order to amend and restate certain terms and obligations;

NOW THEREFORE, the parties to this Amendment to Development Agreement, agree that the following shall modify and amend certain provisions of the Development Agreement, as follows:

1. All references to and meaning of Project shall remain as defined in the development agreement and all references related to Project Completion Date shall remain as defined.
2. The Project Completion Date shall be amended to no later than October 27, 2023.
3. Except as hereby amended, all other terms and provisions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to the Development Agreement and this Second Amendment to Development Agreement have caused this to be signed in duplicate originals this _____ day of _____, 2023, which shall be the effective date of this Second Amendment to Development Agreement.

CITY OF MEQUON

Andrew Nerbun, Mayor

Carline Fochs, City Clerk

IN WITNESS WHEREOF, the parties to the Development Agreement and this Amendment to Development Agreement have caused this to be signed in duplicate originals this _____ day of _____, 2023, which shall be the effective date of this Second Amendment to Development Agreement.

P2 Development

By: _____

Robert Bach

Dated: _____

Notary



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 8, 2023
SUBJECT: ORDINANCE 2023-1653 An Ordinance Amending the City of Mequon Operating Budget for Fiscal Year 2023 to Adjust Budgeted Amounts within the Department of Public Works Due to Unanticipated Repairs and Material Cost Increases, in a Net Amount Not-to-Exceed \$36,576

Background

After a review of the first six months' worth of expenditures within the Department of Public Works, staff noted several accounts that will exceed the budgeted amount at the close of the fiscal year. As a matter of transparency and to ensure sufficient funding for anticipated expenses, staff is requesting both reallocation of budgeted funds and a budget amendment to address funding shortfalls.

Analysis

Just more than halfway through the fiscal year, several unanticipated repairs resulted in projected expenditures beyond the allocated budget amounts:

<i>Account #</i>	<i>Division/Account</i>	<i>2023 Budget</i>	<i>Amount Currently Over Budget</i>	<i>YE Estimate to be Over Budget</i>	<i>YE Percent over Budget</i>
110474-686550	Parks M&R* - Rennie Lights (Repair costs \$9,103.22)	\$9,480	\$4,190	\$12,100	188.8%
110474-686550	Parks M&R - Rennie Irrigation (Repair costs \$3,000)				
110474-686550	Parks M&R - Lemke Park Sign (Destroyed by Vehicle - \$5,800)				
110326-686501	Buildings - M&R City Hall (Emergency HVAC repair \$16,050)	\$8,250		\$16,000	193.9%
110326-686503	Buildings - M&R DPW (Air handle motor replacement \$7,000)	\$9,125		\$1,000	11.0%
110355-686550	Fleet M&R Account (DEF system repair - plow truck 312)	\$19,000		\$20,000	105.3%

	\$20,000)				
110472-686550	Pool M&R Account (main motor & pump \$9,677.76)	\$4,000		\$9,000	225.0%
TOTAL				\$58,100	

*M&R = Maintenance and Repair

In addition to unanticipated repairs, material, salary, and contract cost increases exceed the budgeted amounts:

<i>Account #</i>	<i>Division/Account</i>	<i>2023 Budget</i>	<i>Amount Currently Over Budget</i>	<i>YE Estimate to be Over Budget</i>	<i>YE Percent over Budget</i>
110472-670101	Pool - Salary/Benefits - (Increase in salary)	\$72,000		\$16,000	22.2%
110326-686201	Buildings - Gas/City Hall	\$12,750		\$550	4.3%
110326-686202	Buildings - Gas/Safety Building	\$36,400		\$1,600	4.4%
110326-686203	Buildings - Gas/East Side Fire	\$3,300	\$172	\$725	22.0%
110326-686301	Buildings - Sewer/City Hall	\$670	\$573	\$950	141.8%
110326-686302	Buildings - Sewer/Safety Building	\$1,545		\$120	7.8%
110326-686401	Buildings - Water/City Hall	\$1,637	\$61	\$600	36.7%
110359-680320	Highway - Snow/Ice (Salt - 10% increase in contract cost \$13,000)	\$235,320		\$13,000	5.5%
110359-686303	Highway - Sewer/DPW	\$2,200		\$800	36.4%
110359-686403	Highway - Water/DPW	\$4,600		\$1,570	34.1%
110355-680402	Fleet DPW Fuel Account	\$147,000		\$8,000	5.4%
TOTAL				\$43,915	

While staff routinely utilizes budget rollup groups and available balances in other accounts for minor expenditure overages, the scale of the anticipated budget expenditure exceedance warrants Common Council approval, in combination with the need for additional funding. Staff endeavors to be fiscally responsible, but the amount of unanticipated repairs and projected material increases necessitates the transparency of a budget amendment.

Fiscal Impact

To date, staff has identified \$65,439 within budgets across the Public Works Department that is available for reallocation, in order to offset the described overages. This available funding was originally allocated for staffing that was either vacant or underutilized for the fiscal year and is therefore available for redistribution. The proposed accounting to transfer available funding between the accounts is detailed in the attached ordinance.

Staff recommends that the \$5,800 repair for the Lemke Park sign be dismissed, and that a new monument sign be installed as a part of the Lemke Park Pavilion expansion project.

Combined with the anticipated \$102,015 in expenditures overages, the net budget deficit across the budget areas administered by the Department of Public Works at the mid-point of 2023 is presently estimated to be \$36,576.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on August 8, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1653

An Ordinance Amending the City of Mequon Operating Budget for Fiscal Year 2023 to Adjust Budgeted Amounts within the Department of Public Works Due to Unanticipated Repairs and Material Cost Increases, in a Net Amount Not-to-Exceed \$36,576

RECITALS

A. On November 9, 2022, the City of Mequon adopted its Operating Budget for Fiscal Year 2023, in a total amount of \$21,473,099, by approving Ordinance No. 2022-1631.

B. The City of Mequon Department of Public Works requires reallocation of distributed funding to address anticipated and incurred expenditures.

C. After the reallocation, additional funding is required to supplement the accounts which results in an expenditure amendment to the Fiscal Year 2023 Operating budget in the amount of \$36,576.

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

SECTION I

Ordinance No. 2022-1631, which adopted the City of Mequon Operating Budget for the Fiscal Year 2023 is hereby amended to reflect the reallocation of \$65,439 from the following accounts to the named accounts:

From account:	To account:	Amount
110326-670101 Buildings - Salary/Benefits	110326-686501 Buildings - M&R City Hall	\$16,000
	110326-686502 Buildings - M & R Safety Bldg.	\$263
110326-673101 Buildings - Social Security	110326-686502 Buildings - M & R Safety Bldg.	\$737
	110326-686201 Gas-City Hall	\$510
110326-673102 Buildings - Retirement	110326-686201 Gas-City Hall	\$40
	110326-686202 Gas-Safety Bldg.	\$1,066
110326-673201 Buildings - Health Insurance	110326-686202 Gas-Safety Bldg.	\$534
	110326-686203 Gas-E.S. Firehouse	\$725
	110326-686301 Sewer-City Hall	\$950

		110326-686302	Sewer-Safety Bldg.	\$120
		110326-686401	Water-City Hall	\$600
		110359-686303	Sewer - DPW Buildings	\$91
110326-673202	Buildings - Dental Insurance	110359-686303	Sewer - DPW Buildings	\$347
110359-670101	Highway - Salary	110359-686303	Sewer - DPW Buildings	\$362
		110359-686403	Water - DPW Bldgs.	\$1,570
		110472-670101	Pool - Salary	\$16,000
		110355-680402	Fleet - Fuel	\$4,468
110359-673101	Highway - Social Security	110355-680402	Fleet - Fuel	\$1,712
110358-670101	Engineering - Salary	110355-680402	Fleet - Fuel	\$1,820
		110474-686550	Parks - M&R	\$3,773
110358-673101	Engineering - Social Security	110474-686550	Parks - M&R	\$342
110358-673102	Engineering - Retirement	110474-686550	Parks - M&R	\$380
110358-673201	Engineering - Health Insurance	110474-686550	Parks - M&R	\$7,605
		110355-686550	Fleet - M&R	\$5,268
110358-673202	Engineering - Dental Insurance	110355-686550	Fleet - M&R	\$125
110358-673203	Engineering - Life Insurance	110355-686550	Fleet - M&R	\$31

SECTION II

Ordinance No. 2022-1631, which adopted the City of Mequon Operating Budget for the Fiscal Year 2023 is hereby amended to reflect the inclusion of an additional \$36,576 total expenditure allocated to the following accounts:

110359-680320	Highway - Work Supplies: Snow & Ice	\$13,000
110355-686550	Fleet - M&R	\$14,576
110472-686550	Pool - M&R	\$9,000

SECTION III

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

SECTION IV

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

SECTION V

This Ordinance shall become effective immediately upon its approval and adoption, as provided by law.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

Published: _____



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Mequon, WI 53092
Phone: 262-236-2956
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Finance

TO: Common Council
FROM: Jennifer Engroff, Finance Director
DATE: July 31, 2023
SUBJECT: RESOLUTION 4059 A Resolution Amending the City of Mequon Financial Policies to Include Policy Statement 18: Payment Card Acceptance

Background

Credit and debit card acceptance has become extremely common, if not expected, by consumers as an option of any purchase transaction. The Government Finance Officers Association (GFOA) has compiled the following list of benefits related to the acceptance of payment cards:

- Enhanced customer service and convenience
- Increased certainty of collection
- Accelerated payments and the availability of funds
- Improved audit trail
- Reduced cashiering costs
- Improved overall cash flow
- Lessened delinquencies
- Reduction in return check processing costs and collection costs

GFOA recommends that municipalities evaluate whether accepting payment cards is reasonable and appropriate for the type of charges or fees being paid and the level of customer service desired.

Currently, the City of Mequon accepts online credit, debit, and e-check payments for utility bills, burn and brush permits, and property taxes through three different vendors. The City also accepts point-of-sale card payments at the pool through another vendor. All processing fees are passed on to the customer (except for the pool) as shown in the table below:

Bill Type	Credit or Debit Card Fee	E-Check Fee	Vendor	2022 # of Transactions	2022 Fees Paid
Utility	2.50%	\$1.59	Govolution	2,244	\$9,711
Brush Permit	\$1.50/trx	\$1.50	Point and Pay	982	\$1,473
Tax	2.39%	\$2.00	Catalis	605	\$9,890
Pool	2.82%	n/a	Square	2,530	\$1,690
Total				\$6,361	\$22,764

Survey Results

When the Finance-Personnel Committee discussed this topic in November of 2022, there was an interest to better understand how other communities in the area operate. Staff connected with the municipalities in Ozaukee County as well as a few others within the area. The attached document outlines the results. Here are a few of the highlights:

- Nearly all municipalities are charging the majority of their fees back to the customer
- Nearly all municipalities have more than one payment card processor
- 1 of 13 communities does not accept payment cards for any type of service
- 10 of 13 communities accept payment cards at City Hall
- The larger communities based on population utilize Tyler MUNIS as their financial system
- Of the 3 communities that use Tyler ERP, 2 utilize Tyler Payments for full integration

Analysis

The City has cash registers in the Finance Department at City Hall and the Police Department at the Public Safety Building that only accept checks or cash. While DPW does not currently have a cash register, they do accept payments for park and field rentals, bulk water permits, and culverts. The recommendation would be to offer card payment capability at all three locations. While there are recurring costs associated with each card terminal, it is a minimal, controllable cost.

In previous discussions at the Committee level, it was determined that the customer should pay the transactional convenience fee. Additionally, there has been a general rule-of-thought that all should not pay for something that may only benefit a few. Also, from a controllable cost standpoint, there would be some exposure if the City would assume responsibility for the variable payment of card fees. Given the above and the survey results showing nearly all municipalities are charging the majority of their fees back to the customer, staff recommends the same as detailed in the draft financial policy that is attached.

The only exception to the pass-back of transaction fees would be for the swimming pool. Since 2020, the City has been accepting payment cards for purchasing pool passes while covering the associated card processing fees. The cost for the 2022 pool season was \$1,690. Staff recommends the continued utilization of Square on a going-forward basis for payment card processing and to absorb the minimal fees as this is a controllable cost that the City has been absorbing during the last four pool seasons.

Given that tax payments are housed in Ascent (Ozaukee County's Land Records System), and the fee passed from Catalis being only 2.39%, there is no reason to change card processors. Additionally, the current solution for both online Utility and Brush permits is at a much lower cost to the customer, therefore, staff does not recommend a replacement solution at this time. While the City would appreciate having a consolidated platform, reconsideration could be made down the road to consolidate and/or absorb additional fees when the City has the ability to transact more business online. Based on the survey results, there were very few municipalities that had one single card processor, likely for the same reasons stated above.

Technology Selection

When selecting a vendor for processing in person card payments, the baseline requirement was that the solution integrates with Tyler MUNIS, the City's financial software provider. Therefore, staff received detailed quotes from both Tyler Payments and Xpress Bill Pay for greater transparency and efficiency. Even though Xpress Bill Pay assured staff that they could fully integrate with Tyler MUNIS, it was discovered after speaking with Tyler that Global Payments Integrated was the only 3rd party alternative to Tyler Payments. A detailed quote was requested from Global Payments Integrated, however, their solution is not compatible with more current versions of Tyler MUNIS. If Council recalls, the City upgraded to a 2021 version of MUNIS at the end of 2022. Therefore, the only option for a fully integrated solution remains with Tyler Payments. The scope of the proposal is comprehensive in nature, however, the solution staff is initially seeking is to find is for in-person card payments for all City services outside of real estate taxes and pool fees.

Vendor	Govolution/ Velocity	Point & Pay	Square	Xpress Bill Pay	Global Payments Integrated	Tyler Payments
Credit/Debit Card Fee	2.5% (online)	\$1.50 (online)	Varies based on type	3.50%	N/A	3.25% (\$2.00 min)
Echeck Fee	\$1.59 (online)	\$1.50 (online)	N/A	\$1.50	N/A	\$1.25
IVR	N/A	N/A	N/A	\$0.95	N/A	\$0.50
Integrates w/ MUNIS	No	No	No	No	No	Yes

Financial Policy

The attached financial policy regarding the acceptance of card payments has been drafted by Finance staff and is presented for consideration. Prior to accepting payment cards at City Hall, a payment card acceptance policy needs to be approved by the Common Council.

The most significant component of the policy is related to Payment Card Industry Data Security Standard (PCI DSS) requirements which are intended to limit exposure and/or theft of personal cardholder information. Staff is aware of the requirements and is working to address any gaps. The lagging PCI items will be worked on concurrently with the payment card implementation as staff anticipates a minimum of three months to implement. If approved in August, the goal would be able to implement the process by the end of 2023. Otherwise, the implementation will not be able to commence until late Q2 2024.

Fiscal Impact

The one-time fee for a card-reader or terminal device is \$419 per the attached quote. The City will accept card payments at three locations: City Hall, Public Works, and Public Safety for a total non-recurring cost of \$1,248. The recurring maintenance for each device is \$180 annually for a total of \$540 per year. There is no cost for implementation and training. These expenditures will be funded from Finance's 2023 budget, which already includes \$5,000 earmarked for

payment card implementation.

Recommendation

Staff recommends that the Committee of the Whole favorably endorse and the Common Council approve the resolution establishing a financial policy for card payment acceptance.

Attachments:

Credit Card Survey Results (PDF)

Tyler Payments Quote 7.11.23 Customer Pass (PDF)

Payment Card Acceptance Financial Policy 7.31.23 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4059

A Resolution Amending the City of Mequon Financial Policies to Include Policy Statement 18:
Payment Card Acceptance

RECITALS

A. In June 2018, the Common Council adopted a series of financial policies that guide the City's financial operations.

B. Staff generated a formal financial policy document to summarize the financial policies for payment card acceptance.

C. The Committee of the Whole, having reviewed the attached financial policy document, recommends to the Common Council, that the policy contained herein be adopted and implemented until further amended.

D. The policy allows for City staff to execute within the parameters defined in the policy.

E. The adoption of the policy allows for City staff to engage with Tyler Payments to implement payment card acceptance services.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that Financial Policy Statement 18: Payment Card Acceptance, in the form as attached, is adopted and implemented for use until further amended.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

SURVEY RESULTS

Municipality	T Saukville	V Fredonia	V Belgium	T Grafton	V Bayside	T Cedarburg
Population	1,854	2,281	2,463	4,179	4,421	6,021
ERP System	N/A	Workhorse	Workhorse & Utility platform	Quickbooks	BS&A	Workhorse
Credit Card Solution - Utilities	N/A	Allpaid.com (accept online & in-person)	Allpaid.com	N/A	N/A	N/A
Credit Card Solution - Tax	N/A	Allpaid.com (accept online & in-person)	Allpaid.com	Point & Pay	Paymentus, soon changing to VPS for Milwaukee County Tax	N/A
Credit Card Solution - General City Hall Business	N/A	Allpaid.com (accept online & in-person)	Allpaid.com	Point & Pay	Paymentus	AllPaid (no CC machine, all m
Who pays the fee	N/A	Customer pays 3% fee	Customer pays fee (depends on purchase amount \$75.01-\$100 is \$3, \$100.01-\$150 is \$5)	Customer pays fee. Tax: 2.39% CC, \$1.50 E-Check. General City Hall: \$1.50 for \$0-\$50, \$3 \$50.01-\$100, Additional \$3 for every additional \$100	Customer pays 3%	Customer pays fee 1.5%-4% (depends on purchase amount)
Same processor allows online payments?	N/A	Yes	This is an online processor	Yes, customer can pay for permits, dog licenses, escrow funds, application fees, taxes, etc.	Yes	Yes, but is seldom used. Relies on entering correct invoice amount, invoice number, etc.
General Notes	Does not accept credit cards	Does not integrate with their ERP	Allpaid.com is online and they have a card reader at their counter. They believe they can import transactions, but currently enter them manually in ERP. They are looking into HeyGov/others for utilities so customers can look up their bills and have something to integrate with their ERP	Nothing integrates with Quickbooks	Taxes will integrate, but otherwise the processors don't integrate with ERP	They only transact this way less than one hundred times per year. Deputy Clerk receives emails regarding payments, prints so Treasurer can account for in Workhorse

SURVEY RESULTS

Municipality	V Grafton	C Cedarburg	V Brown Deer	C Port Washington	V Germantown
Population	12,298	12,400	12,705	12,853	20,914
ERP System	Caselle	BS&A	BS&A	Caselle	Munis
Credit Card Solution - Utilities	Caselle Citizen Portal (uses MSB to process credit cards)	Separate entity	Invoice Cloud	Online via PSN (it does integrate with ERP)	Tyler Payments
Credit Card Solution - Tax	Caselle Citizen Portal	Online only via Allpaid.com - customer pays 2.5%	Catalis (owns Landnav)	Online via PSN (manually enter into their system)	Point & Pay - Customer pays 2.39% for credit card/\$1.50 - \$10 for Echeck
Credit Card Solution - General City Hall Business	Caselle Citizen Portal	In person only via WindRiver - City pays fee which varies depending on quantity and amount. Police accepts vehicle registration, tickets using AllPaid and customer pays fee	Invoice Cloud	In-person via PSN (manually enter into system)	Implementing Tyler Payments later this year for general receivables
Who pays the fee	Customer will pay 2.75%, \$3 minimum for credit/debit, \$0.80 e-check	City pays fee for various City Hall receivables. Customer pays for fee for police receivables (vehicle registration, tickets, etc.). Customer pays fee for taxes.	Invoice Cloud: 2.9% credit card, \$1.50/Echeck. Utility absorbs fee for UB. Customer pays everything else	Customer pays approximately 3%; transactions under \$75, additional \$0.50	Tyler Payments: Customer pays 3.75% for credit card, \$1.50 for Echeck
Same processor allows online payments?	Yes	No	Yes	Yes - tax and utilities	Yes
General Notes	They are switching to Caselle Citizen Portal 6/30/23. They were unhappy with PSN (Payment Services Network) customer service. They used that for utilities. Municipipay was used for taxes, City Hall business and started to pick up volume and posting was very manual/error prone.	No online payments except for taxes and nothing integrates with BS&A	They used to have Point & Pay for everything. Now Invoice Cloud for UB, misc. receivables-all post automatically. Everything else is entered manually to general ledger (has to do with their BS&A modules). The reason for the switch is to encourage e-billing and payments. They used to absorb all payments except tax, but with the switch, the Director put all payments except UB onto the resident. Customer can pay online. Staff can enter payments for the customer. Health inspector can be in the field and take a credit card payment on phone.	They are happy with PSN and their customer support. They do accept in-person payments, however they all have to be manually entered into the ERP system.	Germantown is currently implementing Tyler Munis as their ERP. Utilities is the only module that is complete so far. Their goal is to implement more modules and expand upon Tyler Payments

SURVEY RESULTS

Municipality	C Mequon	C Brookfield	C Sheboygan
Population	25,200	41,464	49,931
ERP System	Munis	Munis	Munis
Credit Card Solution - Utilities	Online only - Velocity payment system	Only accept online via Payment Service Network 2.6% fee	Separate entity
Credit Card Solution - Tax	Online only - Catalis (formerly GovTech)	Only accept online via Point & Pay 2.39% fee	Point & Pay
Credit Card Solution - General City Hall Business	Pool passes (in person): Square, Burn/Brush permits (online): Point & Pay	N/A for general City business. Police and Parks accept credit cards online/in person through their software vendor	Point & Pay, but incrementally switching all to Tyler Payments. Starting with parking tickets, next is building permits
Who pays the fee	Customer pays for all fees except pool passes. Utilities: 2.5% for credit/debit, \$1.59 Echeck. Taxes: 2.39% for credit/debit, \$2 for Echeck. Pool pass: 2.6% + \$0.10 per transaction. Burn/Brush permits: \$1.50 credit/debit/Echeck	Utilities: City absorbs fee, Tax: Customer pays fee, Parks: Increased program fees to absorb some of the fees	With Tyler Payments, customer will pay 3.95% for CC, \$1.95 for Echeck
Same processor allows online payments?	Everything is online currently except the pool pass	Yes - everything is online except the parks department	Yes
General Notes	Utilities: Velocity payment will create a file to post to Munis. Tax: Catalis will create an excel file to upload into tax program (Ascent). Pool: Square does not integrate with Munis. Burn/Brush Permits: Does not integrate with Munis	Nothing integrates into Munis. They are uploaded through cash receipting module.	Tyler Payments integrates directly. Point & Pay is duplicate receipting



Quoted By: Eddie Flaherty
 Quote Expiration: 12/25/23
 Quote Name: City of Mequon, WI-ERP- Tyler Payments
 Quote Description: Tyler Payments

Sales Quotation For:

City of Mequon
 11333 N Cedarburg Rd # 60W
 Mequon WI 53092-1930
 Phone: +1 (630) 935-0673

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise ERP										
Tyler Enterprise Payments	General Billing		3.25%	\$ 2.00				X	X	X
Tyler Enterprise Payments	Utility Billing		3.25%	\$ 2.00				X	X	X
Payments - Other Fees										
Enterprise ERP										
Payer eCheck Cost		\$ 1.25								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Payer Card Cost - per card transaction with Visa, MasterCard, Discover, and American Express.

IVR Cost - Additional \$0.50 per transaction on top of Card and eCheck fee.

Payer eCheck Cost - Per electronic check transaction.

eCheck Reject - When an eCheck transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks – If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit		Total
					Maint/SaaS	Maint/SaaS Discount	
Payments Lane 3000 Terminal Purchase	1	\$ 419.00	\$ 0.00	\$ 419.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
TOTAL				\$ 419.00			\$ 180.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 419.00	\$ 180.00
Summary Total	\$ 419.00	\$ 180.00
Contract Total	\$ 599.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the

Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

POLICY STATEMENT 18 PAYMENT CARD ACCEPTANCE

Purpose:

The City accepts payment for services in the form of cash, check, and card. Card payments must be processed in compliance with Payment Card Industry Data Security Standard (PCI DSS) requirements which are intended to limit exposure and/or theft of personal cardholder information.

This document identifies the requirements that all departments of the City accepting payments by card must follow. There are two accepted methods for processing transactions: (1) In Person Point of Sale and (2) Online. Card payments will not be accepted over-the-phone as they pose the greatest risk for fraud. However, if the card provider offers Interactive Voice Response (IVR), an automated way to accept payments securely over the phone, this will be allowable per the City's financial policy.

Costs Associated with Accepting Payment by Card:

There are one-time, recurring, and transactional fees associated with accepting card payments. The one-time fee for the terminal(s) or card-reader devices as well as the recurring maintenance fees on those terminals will be absorbed by the City. Additionally, the recurring annual fee to integrate with different software programs outside of the City's ERP, if applicable, will be assumed by the City. All transactional card fees will be passed to the customer as a convenience fee. The only exception is with the swimming pool operations in which the fees are absorbed by the City.

Daily Recording of Card Transactions and Reconciliations:

All funds received via card will be processed and deposited to a City designated bank account. All card transactions must be settled daily and recorded timely in the City's financial records. Card bank deposit activity is monitored and reconciled to the merchant statement and financial system monthly by Finance staff to ensure that all card activity is being recorded.

Refunding and Disputes of Card Payment:

When an item or service is purchased using a card, and a refund is necessary, the refund must be credited to the same card account from which the purchase was made. When a customer disputes the validity of a bank card transaction, a chargeback to the City's bank account is automatically generated by the City's merchant services provider. The Finance Department will investigate and resolve any dispute(s).

Protecting and Securing Customers' Personal Information:

All personal card information must be protected and should not be stored. Failure to maintain strict controls over this information could result in a breach of the data, large fines, and penalties, and the inability to continue to process card transactions.

Personal card data should never be written down or moved from the department receiving this data. Cardholder information should never be sent or requested over-the-phone, via email, fax, or instant messaging.

Possible Lost or Stolen Card Data:

If a City customer contacts a department to report suspected fraudulent use of their card, the department should contact the Finance Department to assist as needed. Due to the City not storing card information and not accepting card payments over the phone, there should be minimal exposure.

PCI Compliance:

The PCI DSS Program is a mandated set of security standards that were created by the major credit card companies to offer merchants and service providers a complete, unified approach to safeguarding cardholder data.

The PCI DSS requirements apply to all payment card network members, merchants, and service providers that store, process, or transmit cardholder data. The requirements apply to all methods of card processing. Each department that accepts card payments is responsible for adhering to all the standards in the PCI-DSS. The 12 requirements are as follows:

1. Install and maintain a firewall configuration to protect cardholder data
2. Do not use vendor-supplied defaults for system passwords and other security parameters
3. Protect stored cardholder data
4. Encrypt transmission of cardholder data across open, public networks
5. Use and regularly update anti-virus software
6. Develop and maintain secure systems and applications
7. Restrict access to cardholder data by business need-to-know
8. Assign a unique ID to each person with computer access
9. Restrict physical access to cardholder data
10. Track and monitor all access to network resources and cardholder data
11. Regularly test security systems and processes
12. Maintain a policy that addresses information security

Maintain Procedures that Addresses Information Security:

The City's card processor must maintain compliance with PCI DSS requirements. By partnering with a compliant third party, the City's risk exposure is minimized, however, it is not eliminated. Also, by not storing card information, not writing down card information, and not accepting card payments over the phone, exposure is further minimized. The City's IT Division is required to maintain a policy that addresses information security while the Finance Department is required to maintain card processing procedures for each department that accepts card payments. Each employee that accepts payment via card must acknowledge the card processing procedures annually.

Restrict Access to Cardholder Data:

Access to payment card terminals is limited to only authorized employees. The physical location of payment card terminals should be protected, monitored, and secured. Only authorized employees will have access to the merchant accounts and payment card terminal settlement processes.



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 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: August 8, 2023
SUBJECT: RESOLUTION 4060 A Resolution Approving the Following in Connection with a Reforestation and Wetland Restoration Project at the Mequon Nature Preserve, Inc. (MNP): A) A 20-Year Limited-Term Conservation Easement Between the City of Mequon (City) and the Milwaukee Metropolitan Sewerage District (MMSD); B) An Intergovernmental Cooperation Agreement Between the City and MMSD; and C) A Memorandum of Understanding Between the City and MNP

Background

Previously, the Mequon Nature Preserve (MNP) applied for Reforestation & Wetland Restoration (RWR) Program funding through the Milwaukee Metropolitan Sewerage District (MMSD). MMSD funds portions of the RWR Program through grants issued by the U.S. Forest Service. The terms of the grant include the landowner authorizing a conservation easement on the property. As such, it has been requested that the City of Mequon and MMSD enter into an Intergovernmental Cooperation Agreement (ICA) to commit the City, as the landowner, a 20-year easement that covers the portions of the project areas that are to be planted with trees, as well as the Fox Tract Wetland area (see attached map). This easement is similar to other easements the City of Mequon has entered into with MMSD in the past. A copy of the easement template is included with the ICA.

MMSD is currently finalizing the details of the contract with the U.S. Forest Service grant representative.

While the City of Mequon is the landowner, MNP has a lease to operate and maintain the property. Therefore, the attached resolution also authorizes a Memorandum of Understanding (MOU) between the City and MNP, transferring the obligations of the ICA and easement from the City to MNP.

Analysis

Per the attached ICA, MMSD is responsible for collecting and treating wastewater from local sewerage systems in MMSD's service area. During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that MMSD must convey and treat. At such times, stormwater also directly enters surface waters, causing pollution to those waterways and increasing the risk of flooding.

By planting six million trees and restoring 4,000 acres of wetlands over ten years, MMSD's RWR Program strengthens the natural processes that support its work managing stormwater in

the Sewer Service Area and reducing the risk of flooding. Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration. Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system, and the amount of pollution discharged to surface waters.

Further, MNP is dedicated to restoring habitat by returning the land to forest, prairie, and wetlands and for environmental conservation and stewardship education. MMSD identified two parcels (Fox Tract and SOGL, as shown in Attachments B and C made part of this Agreement) located at MNP that are beneficial to include in the RWR Program (Project Site).

Please note that the conservation easement will not be recorded until 2025, and therefore has several portions of the template easement that are highlighted for completion prior to execution.

Fiscal Impact

MMSD has obtained grant funding through the U.S. Forest Service and will finance this project. MNP will be required to sign a separate funding agreement with MMSD that lays out the scope of work and the dollars that they will receive for their work on this project. MMSD will procure the trees with specifications provided by MNP.

No direct City funds are required for the project.

Recommendation

A recommendation is forthcoming by the Public Works Committee on August 8, 2023.

Attachments:

Intergovernmental Cooperation Agreement MMSD_Mequon (MNP) (PDF)
 RWR Limited Term Conservation Easement (PDF)
 MNP MMSD Project Description (PDF)
 MMSD Planting Plan and Timeline (PDF)
 MNP Memorandum of Understanding - RWR (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4060

A Resolution Approving the Following in Connection with a Reforestation and Wetland Restoration Project at the Mequon Nature Preserve, Inc. (MNP): A) A 20-Year Limited-Term Conservation Easement Between the City of Mequon (City) and the Milwaukee Metropolitan Sewerage District (MMSD); B) An Intergovernmental Cooperation Agreement Between the City and MMSD; and C) A Memorandum of Understanding Between the City and MNP

RECITALS

A. The Mequon Nature Preserve, Inc. (MNP, Inc.) applied for Reforestation & Wetland Restoration Program funding through the Milwaukee Metropolitan Sewerage District (MMSD).

B. Program funding requires the landowner to grant a conservation easement on the property to ensure the longevity of the invested grant funds.

C. As the landowner, MMSD has requested that the City enter into an Intergovernmental Cooperation Agreement that authorizes a conservation easement upon project completion.

D. While the City owns the property, MNP, Inc. has a lease agreement to operate and maintain the City-owned nature preserve.

E. All parties agree that the project is in the best interest of the environment and citizens of Mequon.

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

1. The Intergovernmental Cooperation Agreement with, and the Conservation Easement granted to, the Milwaukee Metropolitan Sewerage District is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Memorandum of Understanding with the Mequon Nature Preserve, Inc. is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

**Agreement between the
Milwaukee Metropolitan Sewerage District and the City of Mequon
For the Reforestation and Wetland Restoration Project at the Mequon Nature Preserve**

1. Parties

This intergovernmental cooperation agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its executive director, and the City of Mequon (City), acting through its mayor. The parties make this Agreement according to Wis. Stat. § 66.0301.

2. Purpose

The purpose of this Agreement is to identify the responsibilities of the District and the City for the Reforestation and Wetland Restoration (RWR) Program work at the Mequon Nature Preserve (MNP) Fox Tract and SOGL property (Project).

3. Basis for this Agreement

- A.** The District is responsible for collecting and treating wastewater from local sewerage systems in the District's service area.
- B.** During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that the District must convey and treat. At such times, stormwater also directly enters surface waters, causing pollution to those waterways and increasing the risk of flooding.
- C.** By planting six million trees and restoring 4,000 acres of wetlands over ten years, the District's RWR Program strengthens the natural processes that support its work managing stormwater in the sewer service area and reducing the risk of flooding.
- D.** Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration.
- E.** Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system and the amount of pollution discharged to surface waters.
- F.** The City owns land that it leases to the Mequon Nature Preserve (MNP) at 8200 West County Line Road in Mequon, Wisconsin.
- G.** MNP is dedicated to restoring habitat by returning the land to forest, prairie, and wetland and for environmental conservation and stewardship education.
- H.** The District has identified two parcels (Fox Tract and SOGL, as shown in Attachments B and C made part of this Agreement) located at MNP that are beneficial to include in the RWR Program (Project Site).

- I. By separate agreements, the District is undertaking the RWR Program Project as described in Attachments B and C.

4. Date of Agreement

This Agreement becomes effective upon its execution by both parties and terminates on December 31, 2025.

5. District Responsibilities

The District will:

- A. Grant MNP a subaward of the District's federal award for the RWR Program to complete the Project.
- B. Manage the federal award administration aspects of the Project, including communication with the City and MNP, scheduling and preparing any meetings and related materials, and reviewing MNP invoices.
- C. Procure tree stock for the Project according to MNP-provided quantities and specifications.
- D. Provide project-related materials to the City as requested.
- E. Provide community outreach and communication as requested by the City.
- F. Draft and record a 20-year conservation easement in favor of the District for the Project Site substantially in the form of Attachment A made part of this Agreement.

6. City Responsibilities

The City will:

- A. Comply with all the rules and statutes applicable to the obtaining, use, and disposition of Wisconsin Department of Natural Resources (WDNR) forestry stock, including:
 - i. Not sell WDNR forestry stock (violations punishable by a forfeiture of not more than \$100 under Wis. Stat. § 28.06(4));
 - ii. Not use WDNR planting stock for ornamental or landscape planting or Christmas trees (violations punishable by a forfeiture of not more than \$500 under Wis. Stat. § 28.06(5));
 - iii. Not harvest or remove trees after planting in accordance with the conservation easement and in no event until they are large enough to be sold or utilized as cut merchantable forest products or as an approved pre-commercial thinning;
 - iv. Not remove trees from a plantation with roots attached or resales; and
 - v. Protect the area planted from fire and grazing.

- B. Grant the limited-term conservation easement to the District for the Project Site including the reforestation and wetland work funded through the District.

7. **Contact Persons**

- A. For the District, the contact person is:

Bre Plier, Manager of Sustainability
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
(414) 225-2079
bplier@mmsd.com

- B. For the City, the contact person is:

Andrew Nerbun, Mayor
City of Mequon
11333 North Cedarburg Road
Mequon, Wisconsin 53092
(262) 236-2944
anerbun@ci.mequon.wi.us

8. **Modifying this Agreement**

Any modification to this Agreement will be in writing and signed by the District and the City.

9. **Severability**

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

10. **Governing Law**

The laws of the state of Wisconsin govern any dispute arising under or related to this Agreement.

11. **No Conflicts of Interest**

No officer, employee, or agent of the District or the City who has any responsibility for implementing this Agreement may have any interest in any consultant, contractor, or vendor providing services to the MNP for the RWR Program.

12. **Resolving Disputes**

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation other than attorney fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court.

13. **Indemnification**

The District and the City will be liable for their own negligent acts, errors, and omissions. If litigation requires one party to respond for the acts, errors, or omissions of another party, then the District and the City will hold each other harmless for any losses, damages, costs, or expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

14. Independence of the Parties

This Agreement does not create a partnership, and neither party may enter into contracts on behalf of the other party.

15. Assignment

The City may not assign any rights or obligations under this Agreement without the District's prior written permission.

16. Signature Authority

The persons signing this Agreement certify that they have authority from the entity they represent to execute this Agreement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF MEQUON

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Andrew Nerbun
Mayor

Date: _____

Date: _____

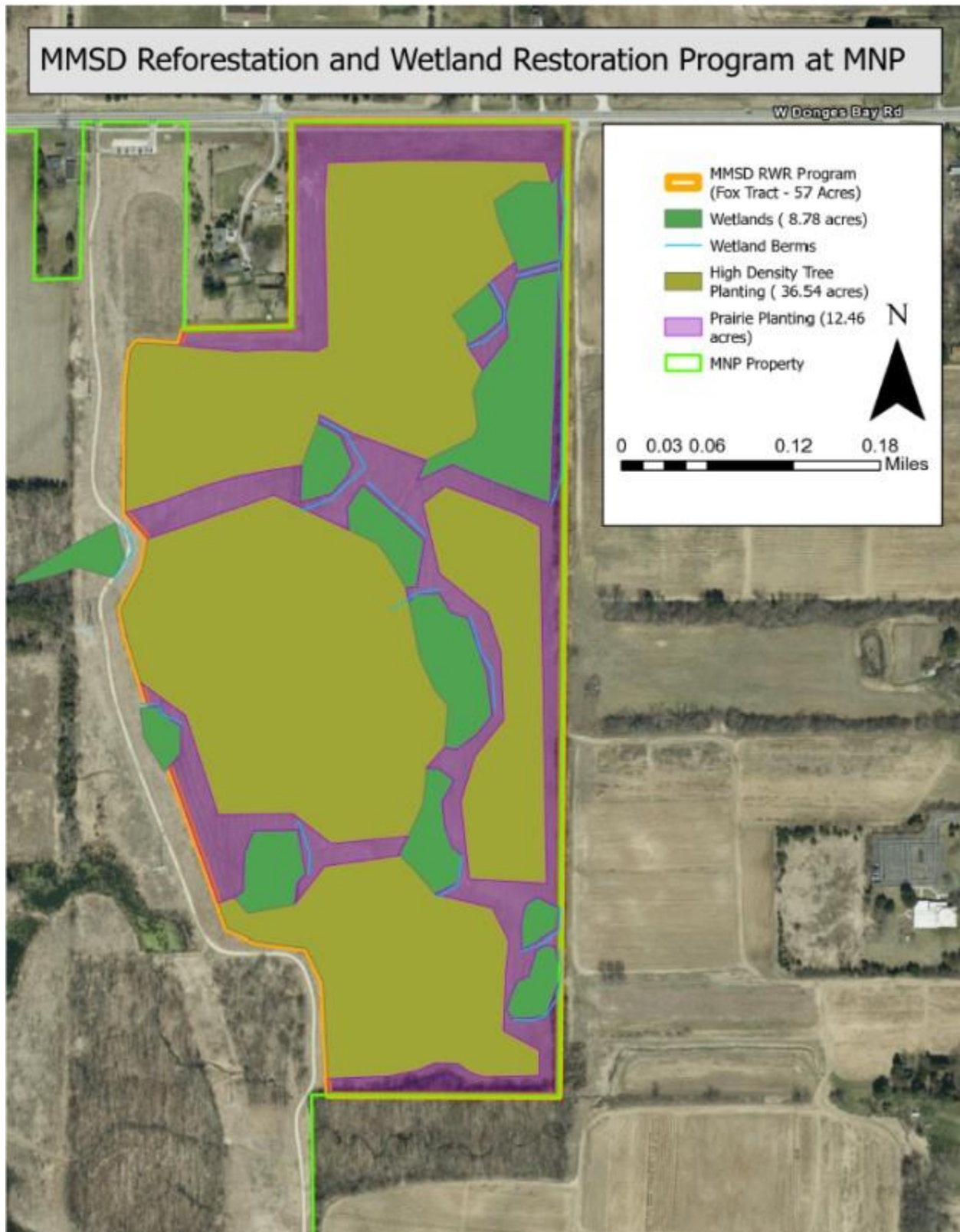
Approved as to form

Attorney for the District

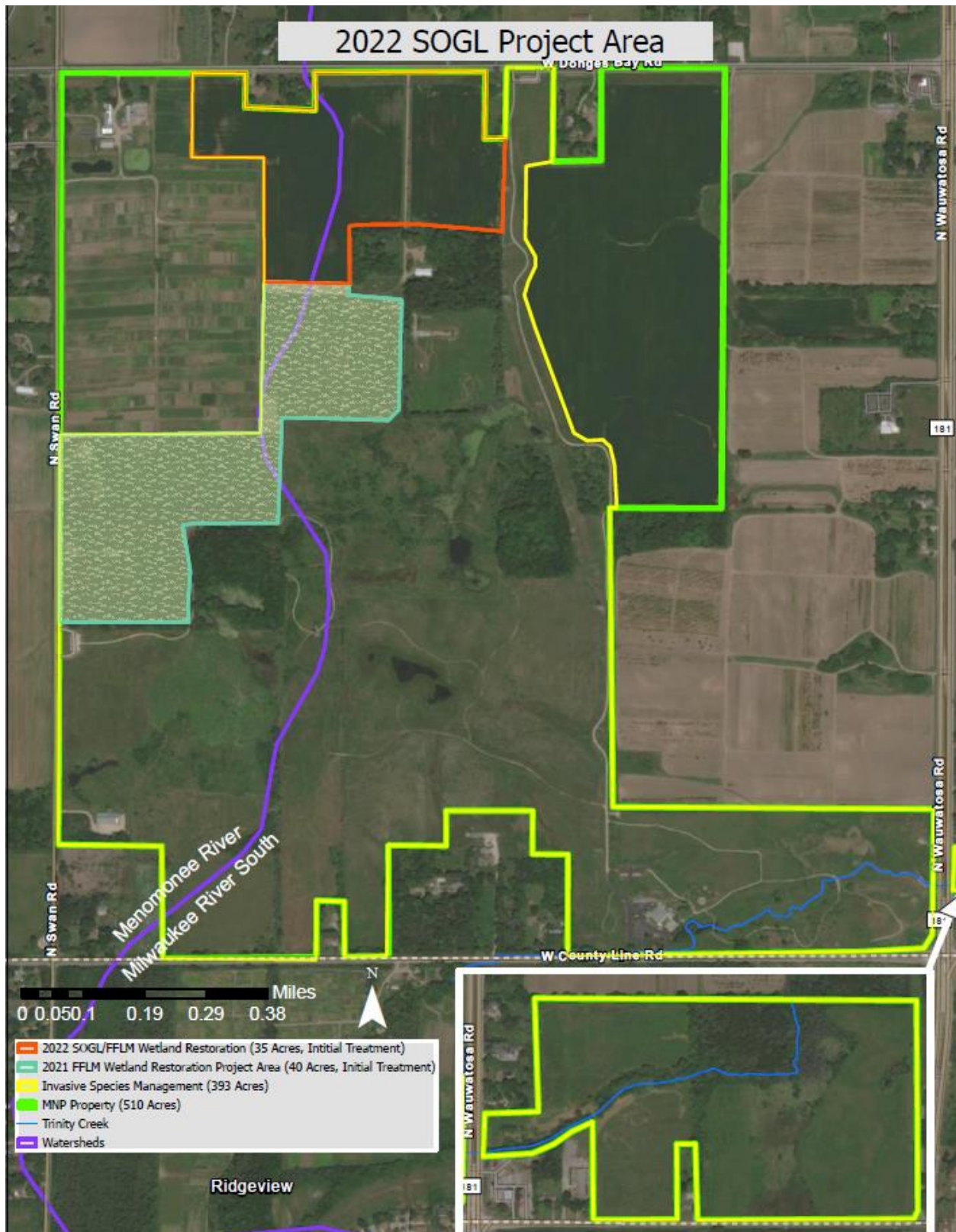
Attachment A

[Limited-Term Conservation Easement Template attached separately]

Attachment B



Attachment C



Attachment A

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR FLOOD MANAGEMENT INFRASTRUCTURE is granted on the _____ day of _____, 20____ by _____ (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Ozaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is located at 8200 W COUNTY LINE ROAD, Mequon, Wisconsin.

This limited-term conservation easement applies only to certain areas where trees have been planted and wetlands have been restored or enhanced on the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Flood Management Infrastructure). Exhibit C shows the area within the Property that is subject to this Easement.

B. Conservation Values. In its present state, the Property has significant natural, ecological, habitat, scientific, and forestry values of importance to the Landowner, Easement Holder, and people of Wisconsin. In particular, the Property contains 57 acres of land forested with a diverse mix of native tree and shrub species and 20 acres of restored wetlands to capture, retain, and improve the quality of stormwater runoff in the area (Flood Management Infrastructure). This Flood Management Infrastructure is estimated to capture and store [insert number] gallons of stormwater, which will have the effect of attenuating flood risk and reducing the burden on sewer systems in addition to providing biodiversity, wildlife habitat, and natural air and water purification.

The natural features and attributes of the Property described in this Paragraph, including the Flood Management Infrastructure installed by the Easement Holder, and additional characteristics as may be further detailed in the Baseline Documentation referenced under Paragraph C, will be known collectively as the Conservation Values of the Property.

Recording Area

Name and Return Address:

Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:

14-033-02-005.00

Attachment A

- C. Baseline Documentation.** The Mequon Nature Preserve has installed the Flood Management Infrastructure on the Property and confirms its condition at inception is adequate and suitable to preserve the Property's Conservation Values. The Mequon Nature Preserve has documented the Flood Management Infrastructure's condition in the Baseline Report according to the funding agreement between the Landowner and the Easement Holder dated [insert date].
- D. Public Policies.** The preservation of the Conservation Values of the Property serves the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to retain and protect the natural, scenic, or open space values of real property; assure its availability for agriculture, forestry, recreation, or open space uses; protect natural resources; maintain or enhance air or water quality; and preserve historical, architectural, archaeological, or cultural sites.
- E. Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.
- F. Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of 20 years. Through this Easement, the Landowner intends to place restrictions on the use of the Property to protect the Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.
- G. Funding and Services Provided by Easement Holder.** The Easement Holder has provided funding and services to the Landowner for the installation of the Flood Management Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding and these services.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding and services provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily grants and conveys to the Easement Holder a conservation easement (the Easement) for a period of 20 years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to preserve the Property in its predominantly natural, forested and wetland condition and to prevent any use of the Property that will adversely impact or interfere with its Conservation Values (Purpose). The Landowner intends to confine the use of the Property to activities that are consistent with the Purpose of this Easement.

Attachment A

2. Effective Dates. This Easement becomes effective on December 31, 2025 and terminates on December 31, 2045.

3. Recording of Easement. The Easement Holder will record this Easement at the Easement Holder's expense.

5. Additional Reserved Rights of the Landowner. The Landowner retains all rights associated with ownership of the Property, including the right to use the Property and invite others to use the Property in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions:

5.1 The encumbrance or conveyance is subject to the terms of this Easement.

5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within 15 days after the conveyance and provides the Easement Holder the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holder's Rights and Remedies. To accomplish the Purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies:

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.

Attachment A

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Flood Management Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.
- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least 30 days to correct the violation. If the Landowner fails to timely respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the remedies available to the Easement Holder include temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Property containing Flood Management Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including but not limited to natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, drought, damage by wildlife, disease, natural tree mortality during the easement period, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the Purpose of this Easement.

[7.7 Permissible Tree Removal. The Easement Holder may not bring any action against the Landowner for Landowner's removal of trees at its own expense under the

Attachment A

following circumstances: the tree poses a risk of substantial damage to an adjacent structure or utility; the tree has perished, as defined by more than 50% of the tree canopy dead for more than two growing seasons; or the tree is diseased beyond the point of restoration as defined by a certified arborist. Any such removal must comply with applicable Wisconsin Department of Natural Resources forestry stock rules.

8. General Provisions.

8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:

- a. diminishes the Conservation Values of the Property,
- b. is inconsistent with the Purpose of the Easement,
- c. affects the duration of the Easement, or
- d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least 30 days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more identical counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party

Attachment A

who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

- 8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.
- 8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction and only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the Purpose of the Easement impossible.
- 8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.
- 8.9 Ownership Responsibilities, Costs, and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:
- a. *Operation, upkeep, and maintenance*. The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
 - b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”) or similar laws imposing legal liability on the owner or operator of real property.
 - c. *Permits*. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction, activity, or other use of the Property permitted by this Easement, and any construction, activity, or other use shall be conducted in accordance with applicable federal, state, and local laws, regulations, and requirements.

Attachment A

d. *Indemnification.* The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with:

- (i) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law or regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, Taxes), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. Upon execution by both parties, the Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.12 Successors. This Easement is binding upon and inures to the benefit of the Landowner and Easement Holder and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the

Attachment A

Property for the term of the Easement.

8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.14 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

Attachment A

GRANT OF INTEREST TO EASEMENT HOLDER

As (job title), I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this day of , 20 .

By: _____

STATE OF WISCONSIN

OZAUKEE COUNTY

On this _____ day of _____, 20____, the person known as _____, came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission is permanent/expires _____.

Attachment A

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this [REDACTED] day of [REDACTED], 20[REDACTED].

By: _____
 Kevin L. Shafer, P.E.
 Executive Director

Approved as to Form: _____
 Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this [REDACTED] day of [REDACTED], 20[REDACTED], the person known as Kevin L. Shafer
 came before me and executed the foregoing instrument and acknowledged the same.

 Signature of Notary Public

Notary Public, State of _____

My Commission is permanent/expires _____.

Diane J. Raines, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
 conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Map Showing the Location of the Property and the Location of the Flood
 Management Infrastructure Subject to this Easement

EXHIBIT C Flood Management Infrastructure Map

Attachment A

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address: 8200 W County Line Road Mequon, Wisconsin 53097

Tax Key: 14-033-02-005.00

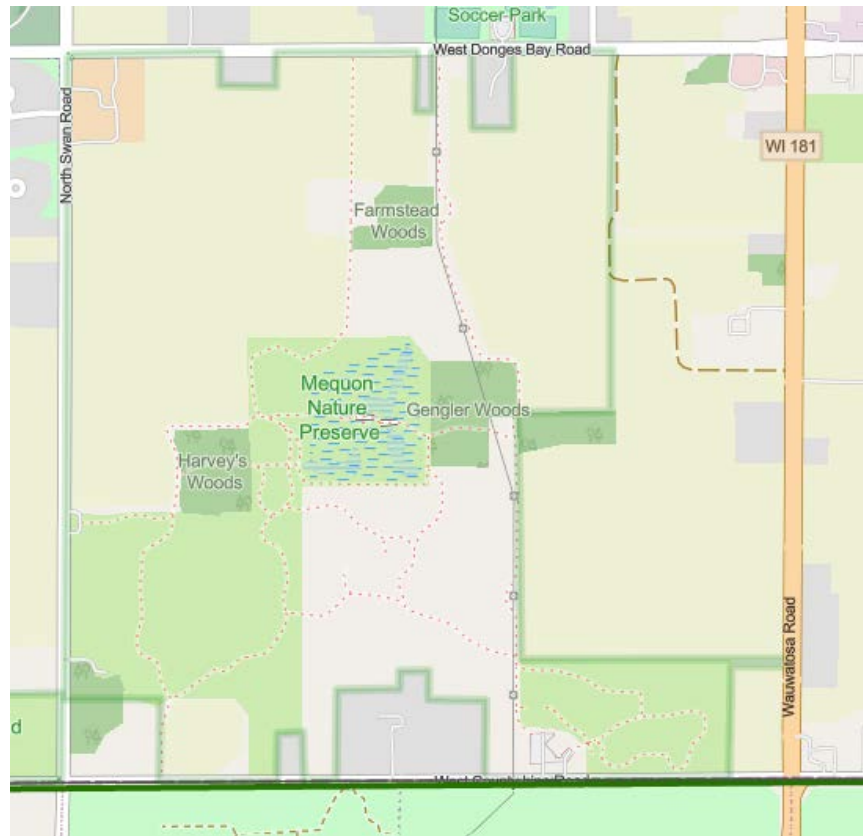
Legal Description:

0948659
E NE
NW
SW
PART OF SE
*EXC PARCELS
SOLD*
BEING NATURE
PRESERVE
SEC 33 T 9 R 21

Attachment A

EXHIBIT B

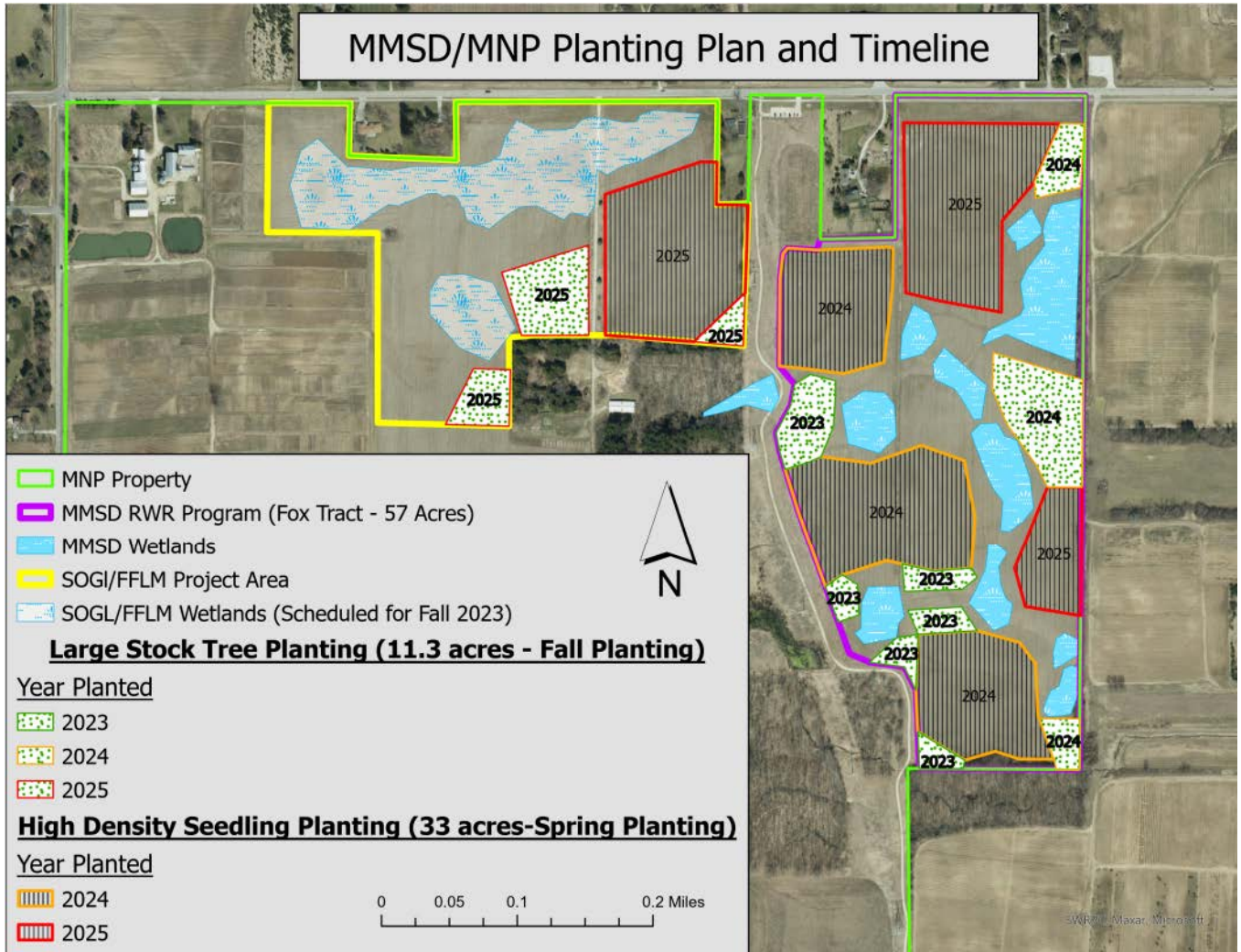
MAP SHOWING THE LOCATION OF THE PROPERTY AND
THE LOCATION OF THE FLOOD MANAGEMENT
INFRASTRUCTURE SUBJECT TO THIS EASEMENT



Attachment A

EXHIBIT C

FLOOD MANAGEMENT INFRASTRUCTURE MAP



RWR Project Scope: Mequon Nature Preserve

Project Name: Mequon Nature Preserve -Fox Parcel

Project Address: 8200 W. County Line Road, Mequon

Project Watershed: Milwaukee River Watershed

Project Contact: Cory Gritzmacher, coryg@mequonnaturepreserve.org, 920-948-7530

Project Duration: August 1, 2022-November 1, 2025

Description Of Current Conditions (size, land use, creeks, adjacent drainage, current vegetation, access, etc.):

- 57 acres
- No-till agricultural production-in production over 100 years (soybean and corn rotation)
- Existing drain tile
- Connectivity to Trinity Creek
- Abuts property that is not under MNP management
- Private adjacent structure
- ATC transmission line (eastern edge)...will need a buffer
- Access from west and north (gravel paths, parking lots)
- No access to water

Description Of Ideal Conditions/Objective:

- Mosaic of mesic forests, wetlands and prairies
- That functions in a way that mimics natural hydrology
- Restoring vegetation to the native state
- Providing public access
- Providing opportunities for environmental education

Willing To Enter Into Conservation Easement?

Yes

Scope Components (develop planting plan, hire consultants, coordinate tree species list, evaluate wetland potential, etc.)

- Install groundwater wells near existing structures to ensure that neighboring properties are not impacted by tile breaking

- Provide MNP staff to hire consultants, develop planting/wetland plans, and install the wetlands
- Evaluate land for wetland opportunities
- Evaluate land for appropriate trees species selection and density
- Facilitate all installation of trees, cover crop, and wetlands
- Enter into conservation easement
- Wetland plantings
- Plant up to 43,000 trees and shrubs
- Restore up to 8 acres of wetlands
- Provide environmental educational opportunities
- Participate in monthly project meetings
- Provide requested documents

Description of Maintenance Approach:

Tree & Shrub Maintenance Personnel

- Tree and shrub maintenance will include mulching, protective caging, watering, pruning, and inspection. MNP's Director of Restoration and Operations (WI-certified Arborist) will oversee the planting and maintenance of the trees and shrubs during each planting season. All 1"-2" caliper trees and shrubs will be planted and mulched. All planting, protective caging, and mulching of bare-root seedlings will involve MNP interns, K-12 school groups, collegiate work groups, and community volunteers. These groups will also maintain the trees for the entirety of the project period following the planting. The Ecological Restoration Manager will also inspect the work and make any needed adjustments following the planting.
- Training is required for school and work groups and volunteers as well as some interns. Those requiring training will attend MNP's Restoration Rangers, a weekly hands-on training program led by the Ecological Restoration Manager. MNP references resources from the WI DNR, Wisconsin Arborists Association, MNP's Management Plan, and MNP's Ecological Planning & Planting Committee.

Tree Watering Process

- During the first growing season, trees and shrubs will be watered weekly. Two interns will lead this effort using MNP's two water tanks. In the subsequent years, trees will be watered monthly. The water will be drawn from MNP's Education Center.

Mulching Trees

- Immediately following planting, volunteers will mulch larger trees and shrubs using 2-4 inches of bark mulch. This mulch will be pulled away from the tree trunk to avoid decay and additional mulch may be added to larger caliper trees in subsequent years.

Checking Tree Health

- Semiannually, staff, interns, and post-secondary students will survey the trees' progress and note conditions relating to viability. As problems arise, the Director of Restoration and Operations will create a plan that may include health treatments, such as removal of invasive plant species to decrease competition for nutrients.

Tree Protection

- Tree cages can be easily removed for semiannual inspection by the Ecological Restoration Manager and will be replaced or adjusted as needed. Larger caliper trees and shrubs will be protected as a group or individually using metal mesh caging or tree wraps installed at the time of planting.

Pruning

- Large caliper plantings: Director of Restoration and Operations will prune outside of the growing season to avoid fungal infections, particularly with oak species.
- Bare-root seedlings: pruning will be done at the time of planting, but limited to the first two years based on the age class of the trees. Subsequently, the Director of Restoration and Operations will inspect and prune as necessary.

Tree Warranty

- Large caliper trees and shrubs: The nursery guarantees quality upon delivery. Therefore, any loss or damage to plant stock will be replaced without additional cost.
- Bare-root seedlings: These trees are purchased from the Ozaukee County Parks Department and WI DNR. Due to the cost, age, and size, these trees will not have a warranty; however, based on studies conducted over the last four years, survivorship of bare-root seedlings at MNP has shown to be 75-90%.

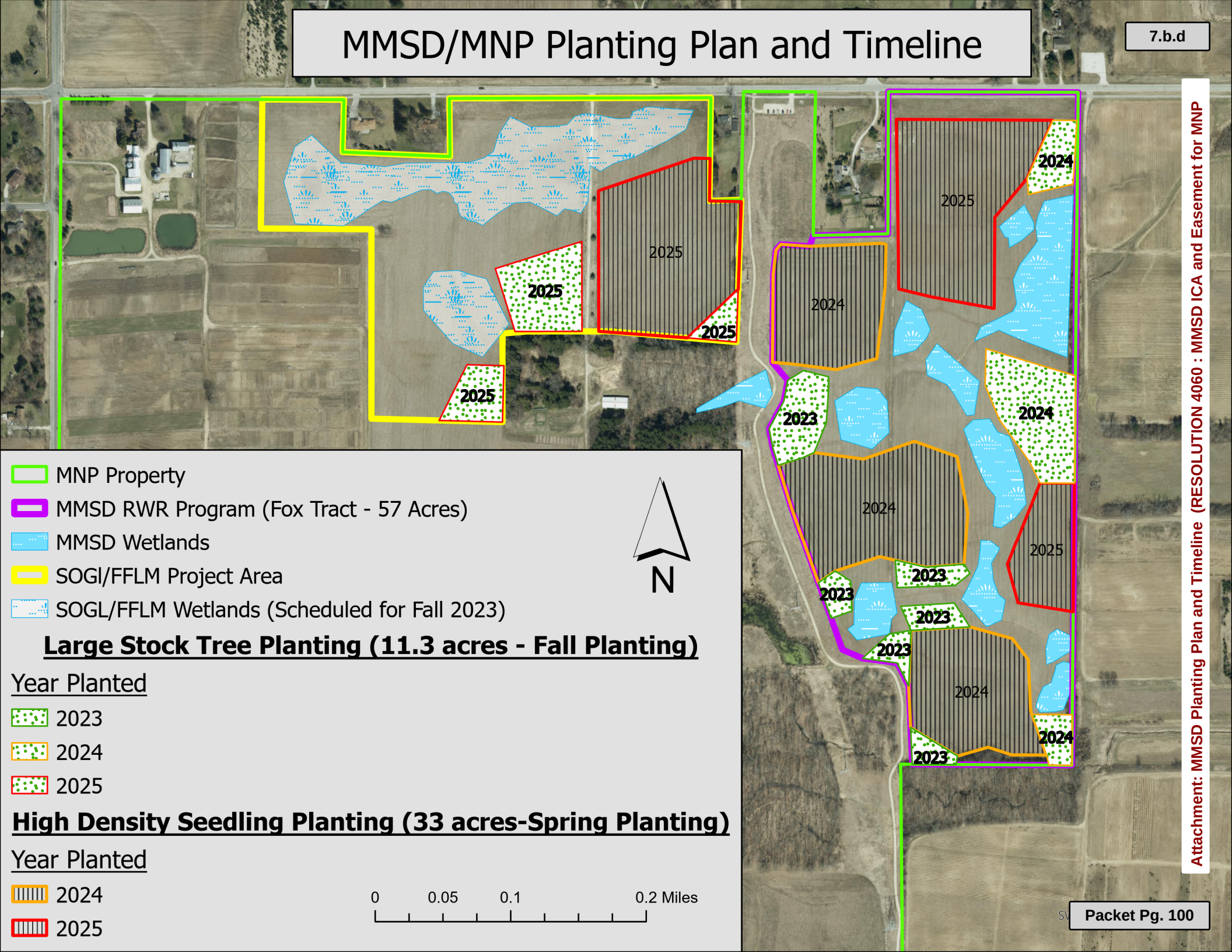
Schedule Milestones:

Spring 2022	Develop project scope, begin contractor discussions.
Summer 2022	Execute contract, begin engineering, line up materials and supplies.
Fall 2022	MNP will execute subcontracts, begin wetland prep, ceremonial tree planting.
Winter 2022/23	Continuation of wetland installation and finalize tree planting plan.
Spring 2023	Seed cover crop, potential need for workforce development support to plant.

Summer 2023	Environmental education, manage invasive species, mowing maintenance, place fall tree order.
Fall 2023	Larger diameter tree and shrub planting, (1,000 plants) potential need for workforce development support to plant.
Spring 2024	Plant tree and shrub seedlings (20,000 plants), complete monitoring report
Fall 2024	Larger diameter tree and shrub planting (1,000 plants)
Spring 2025	Plant tree and shrub seedlings, (20,000 plants), complete monitoring report
Fall 2025	Larger diameter tree and shrub planting (1,000 plants)

MMSD/MNP Planting Plan and Timeline

7.b.d



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MEQUON AND
MEQUON NATURE PRESERVE, INC.
REFORESTATION & WETLAND RESTORATION PROGRAM**

Articles of agreement made and entered into this ____ day of _____, 20__, by and between Mequon Nature Preserve, Inc., hereinafter called MNP Inc., and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City and collectively called the Parties.

RECITALS

1. The City has a lease with MNP Inc. which governs the relationship between the two Parties.
2. MNP Inc. applied for Reforestation & Wetland Restoration Program funding through the Milwaukee Metropolitan Sewerage District (MMSD) to plant trees on the original Fox and Stauss properties.
3. MNP, Inc. will be required to sign a separate funding agreement with MMSD that lays out the scope of work and the dollars that they will receive for their work on this project. MMSD will procure the trees with specifications provided by the MNP.
4. The City and MMSD will enter into an Intergovernmental Cooperation Agreement (ICA) to grant a conservation easement over the property with specific terms and conditions.
5. By way of this agreement, MNP, Inc. will accept the responsibilities of the ICA and the easement.
6. Both Parties have a vested interest in the infrastructure investment and proper protection thereof.

NOW, THEREFORE, in consideration of these Recitals, the mutual agreements, benefits and responsibilities outlined herein, and other good and valuable consideration, receipt or sufficiency of which is hereby acknowledged, the Parties agree:

1. No City funds are obligated under this agreement.
2. MNP, Inc. will comply with all the rules and statutes applicable to the obtaining, use, and disposition of Wisconsin Department of Natural Resources (WDNR) forestry stock.
3. MNP, Inc. will not sell WDNR forestry stock (violations punishable by a forfeiture of not more than \$100 under Wis. Stat. § 28.06(4)).
4. MNP, Inc. will not use WDNR planting stock for ornamental or landscape planting or Christmas trees (violations punishable by a forfeiture of not more than \$500 under Wis. Stat. § 28.06(5)).
5. MNP, Inc. will not harvest or remove trees after planting in accordance with the conservation easement and in no event until they are large enough to be sold or utilized as cut merchantable forest products or as an approved pre-commercial thinning.
6. MNP, Inc. will not remove trees from a plantation with roots attached or resales.
7. MNP, Inc. will protect the area planted from fire and grazing.

8. MNP, Inc. will assume responsibility for the terms and conditions of the conservation easement, included as an attachment to this document.

CITY OF MEQUON**OWNER**

By _____
Andrew Nerbun, Mayor

By _____
NAME, TITLE

By _____
Caroline Fochs, City Clerk

STATE OF WISCONSIN)
)SS
 OZAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20____, the above named Andrew Nerbun, Mayor and Caroline Fochs, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

STATE OF WISCONSIN)
)SS
 OZAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20____, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Approved by: _____
Brian Sajdak, City Attorney



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Justin Bodoh, Building Superintendent
DATE: August 8, 2023
SUBJECT: RESOLUTION 4061 A Resolution Ratifying the Following in Connection with Heating, Ventilation and Air Conditioning (HVAC) Work Performed by Dillett Mechanical of Waukesha, Wisconsin During Fiscal Year 2023: A) An Emergency Repair of the City Hall HVAC System in the Amount of \$16,050; and B) Annualized Expenditures in Excess of \$25,000

Background

Recently, Department of Public Works staff notified the Common Council of emergency repairs required on the HVAC system at City Hall.

Staff authorized Dillett Mechanical, the City's HVAC preventative maintenance contractor to complete a temporary repair so that cooling could resume, and the system can heat the building during the winter. Please see the attached contract detailing the authorized work.

The intent of this memo and associated resolution is as follows:

- Ratify the contract with Dillett Mechanical which was executed by staff without a competitive process due to the emergency nature of the repair.
 - Authorize expenditures exceeding \$25,000 with Dillett Mechanical.
- While the preventative maintenance contract was approved by the Common Council, the emergency repair in addition to other routine repairs completed on HVAC systems across all City buildings will exceed \$25,000.*

Analysis

At some point between the conclusion of the Common Council meeting on Tuesday, July 11 and the morning of Wednesday, July 12th, one of the air conditioning units at City Hall failed, leaking freon and oil into an air handler resulting in a catastrophic failure. The failure rendered the Common Council chambers, the North Conference Room and both upstairs bathrooms unable to be cooled and the entire building unable to be heated. While heating the building is not an issue when outside temperatures remain warm and operations could be adjusted for the impacted areas that cannot be cooled, the permanent repair requires a complete system rebuild.

While the temporary repair will allow cooling to resume and heating during the winter, the repair is not a permanent solution, and the system is at risk of repeated failure which may not be repairable. Due to the custom requirements for the system accounting for both the location and size of the equipment, permanent repair is expected to take up to a year before it can be operational. Staff coordinated with Dillett Mechanical on options anticipated to be budgeted and installed in FY2024. Those options will be presented as a part of the capital budget requests for

FY2024.

Please note that the failed portions of the system were identified for replacement in the Facility Assessment Study and that the Buildings Superintendent was already in the process of evaluating the best method for replacement, upon completion of the City Hall roof project.

Fiscal Impact

As noted, the fiscal impact of the temporary repair was \$16,050 which was paid from the Buildings Maintenance and Repair - City Hall account.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 8, 2023.

Attachments:

Dillett Contract for Temporary Repair (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4061

A Resolution Ratifying the Following in Connection with Heating, Ventilation and Air Conditioning (HVAC) Work Performed by Dillett Mechanical of Waukesha, Wisconsin During Fiscal Year 2023: A) An Emergency Repair of the City Hall HVAC System in the Amount of \$16,050; and B) Annualized Expenditures in Excess of \$25,000

RECITALS

- A. One of the air conditioning units at City Hall failed, impacting the air handling unit which cools portions of City Hall and is critical to the heating operations for the building.
- B. As a result of the failure, City staff authorized an emergency repair and contracted with Dillett Mechanical without obtaining competitive pricing.
- C. The emergency repair in combination with previously authorized expenditures will exceed the expenditure limit of \$25,000 with Dillett Mechanical.
- D. The Buildings Maintenance and Repair - City Hall Account will not have sufficient funds for the emergency repair and previously authorized or planned expenditures.
- E. Public Works Committee approval is forthcoming on August 8, 2023.

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

- 1. The attached contract with Dillett Mechanical of Waukesha, Wisconsin, in the form attached hereto is ratified subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. Staff is authorized to exceed the expenditure limit of \$25,000 with Dillett Mechanical.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk



COMMERCIAL / INDUSTRIAL / HVAC/

July 13, 2023

City of Mequon
Justin D. Bodoh
Buildings Superintendent
11333 North Cedarburg Road
Mequon, WI 53092

21625 Doral R
Waukesha, WI 5318

PH (262) 650-077

FX (262) 650-088

Dear Justin,

Dillett Mechanical Service, Inc. is pleased to provide pricing to make the below repairs to a Trane condensing unit located at City Hall.

Job Scope:

- >Shut off the power to the unit and lock it out
- >Pressurize the system with dry nitrogen and located refrigerant leak on the evaporator coil
- >Cut apart the tube sheet to access the leak and make the needed repair
- >Make the needed leak repairs to the coil
- >Repressurize the system and verify the leak has been repaired
- >Remove the two failed compressors and dispose of them offsite
- >Install in place two new OEM compressors
- >Install acid scavenger into the compressor oil
- >Install new LL filter dryers
- >Install new contactors
- >Pull a vacuum on the system to 500 microns
- >Install new R-22 into the system
- >Start up and verify proper operation of the new compressors

AIR CONDITIONING

HEATING

SHEETMETAL

MECHANICAL SYSTEMS

CONTROL

REFRIGERATION

All the above for the sum of:

Sixteen thousand fifty dollars..... \$16,050.00

Notes:

- ~ The above price is good for 30 days
- ~ The above price is based on straight time hours
- ~ The above price does not include applicable sales tax
- ~ The above price includes a fixed cost for the needed leak repair. If costs are exceeded or there are more leaks found that need repairing, there will be added costs that will be quoted out if requested.

Thank you for the opportunity to be of service. If you have any questions on this proposal, please feel free to contact me on my cell at 414-870-1878 or the office at 262-650-0770.

Sincerely,
Dillett Mechanical Service, Inc.

Accepted Purchaser:

Mike Dillett

By: _____

www.dillettmechanical.com

WIS. STAT 779.02 - AS REQUIRED BY THE WISCONSIN LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, THE OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: August 8, 2023
SUBJECT: RESOLUTION 4062 A Resolution Ratifying the Following in Connection with Electrical Work Performed by Gillitzer Electric of Mequon, Wisconsin During Fiscal Year 2023: A) Emergency Motor Replacement and Pump Repair at the Mequon Community Pool in the Amount of \$9,678; B) A Change Order in the Amount of \$6,436 Related to the Installation of New Lighting in the Library Parking Lot; and C) Annualized Expenditures in Excess of \$25,000

Background

Emergency Motor Replacement and Pump Repair at the Mequon Community Pool

Recently, Department of Public Works staff notified the Common Council of the emergency repairs required on the motor and pump at the Mequon Community Pool. At some point between the close of the pool on July 19th and the morning of July 20th, the motor running the circulation pump at the pool failed causing the pool circulation system to shut down. The result of this motor failure was that the motor could not be repaired, and the pool had to be closed until the motor could be replaced.

Parking Lot Light Replacement Project at the Weyenberg Library

The parking lot lighting project was originally awarded to Gillitzer Electric for \$23,865 in 2022 to coincide with the repaving of the library parking lot. When Gillitzer Electric received the new light poles and started the project in spring of this year, it was determined that two of the concrete bases needed to be repaired and raised, and that the electric line and conduit feeding one of the poles had been damaged during recent parking lot work and had to be replaced.

Analysis

This proposed resolution is intended to complete several administrative responsibilities:

- Ratify the emergency repair at the pool.
- Ratify the additional costs for the library parking lot lights, in that the project eventually exceeded \$25,000.
- Authorize staff to exceed \$25,000 with a single vendor, Gillitzer Electric, for a combination of the pool repair, parking lot light overage, and other repairs completed throughout the City on various buildings, park infrastructure and streetlights.

Emergency Motor Replacement and Pump Repair at the Mequon Community Pool

Upon inspection it was determined that the 42-year-old motor had overheated and experienced catastrophic failure which could not be repaired. The motor is directly connected to the pump for the pool and as such the replacement of the motor includes repair and sealing of the pump.

Staff contacted several vendors to find a replacement motor for the pool. Gillitzer Electric was able to locate a replacement motor and schedule removal and replacement within a two-day time frame. Staff authorized Gillitzer Electric, the City's electrical contractor, to complete an emergency motor replacement and pump repair with assistance from the DPW Buildings Division staff so the Mequon Community Pool could be reopened as soon as possible.

Parking Lot Light Replacement Project at the Weyenberg Library

As noted, the parking lot project was originally awarded for the replacement of the light fixtures. However, the scope of the project changed to include repair and adjustment of two of the concrete bases and replacement of the power source to one of the poles. Unbeknownst to staff, the power source had been damaged during the parking lot project and required repair. The combination of those two modifications resulted in a contract price of more than \$25,000.

Fiscal Impact

The cost for the emergency motor replacement and pump repair at the Community Pool is \$9,677.76. With the repairs that have already been made this year at the pool, the Pool Maintenance and Repair Account 110472-686550 has a balance of \$767.69 available and will not have sufficient funds for the emergency repair. The invoice for this work is attached.

The cost for the additional work for the new light poles at the library is \$6,435.70 and there is adequate funding in the Right-of-Way Assets capital account (Project 10001) to pay for this work. The invoice for this work is attached.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 8, 2023.

Attachments:

Gillitzer Invoice_Motor & Pump at Pool (PDF)
 Gillitzer Invoice_Weyenberg Lights Additional Work (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4062

A Resolution Ratifying the Following in Connection with Electrical Work Performed by Gillitzer Electric of Mequon, Wisconsin During Fiscal Year 2023: A) Emergency Motor Replacement and Pump Repair at the Mequon Community Pool in the Amount of \$9,678; B) A Change Order in the Amount of \$6,436 Related to the Installation of New Lighting in the Library Parking Lot; and C) Annualized Expenditures in Excess of \$25,000

RECITALS

A. The main pump at the Mequon Community Pool failed and could not be repaired. The motor is directly connected to the pump for the pool and as such the replacement of the motor includes repair and sealing of the pump.

B. Staff contacted several vendors to find a replacement motor for the pool. Gillitzer Electric was able to locate a replacement motor and schedule removal and replacement within a two-day time frame.

C. Staff authorized an emergency repair and contracted with Gillitzer Electric without obtaining competitive pricing.

D. The cost for the emergency motor replacement and pump repair at the Community Pool is \$9,677.76 and the Pool Maintenance and Repair Account 110472-686550 will not have sufficient funds for the emergency repair and previously authorized or planned expenditures.

E. The light pole replacement project at the Weyenberg Library was awarded to Gillitzer Electric in 2022. Staff authorized Gillitzer Electric to repair and raise two concrete bases along with boring a new conduit and electric line as required, to complete the parking lot light replacement project.

F. The cost for the additional work for the new light poles at the library is \$6,435.70, and there is adequate funding in the Right-of-Way Assets capital account (Project 10001) to pay for this work.

G. The cost of the emergency replacement and repair of the pool motor and pump and the additional library parking lot lighting costs and combined previously authorized expenditures will exceed the expenditure limit of \$25,000 with Gillitzer Electric.

H. Public Works Committee approval is forthcoming on August 8, 2023.

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

1. The Pool Maintenance and Repair Account 110472-686550 is increased by \$9,000 to cover the emergency motor replacement and pump repair at the Community Pool.

2. Staff is authorized to exceed the expenditure limit of \$25,000 with Gillitzer Electric Co. LTD for the parking lot project, in addition to costs for various repair work.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

FRANK GILLITZER ELECTRIC CO. LTD
12304 W DONGES BAY RD
MEQUON, WI 53097
(414) 442-1620 Fax (414) 442-1622

CUSTOMER #: 267

INVOICE #: 691617

INVOICE DATE: 07/25/23

DUE DATE: 08/04/23

BILL TO:

CITY OF MEQUON
 11333 N CEDARBURG ROAD
 MEQUON, WI 53092

LOCATION: CITYHA

MEQUON CITY POOL
 11333 N CEDARBURG ROAD
 MEQUON, WI 53092

WORK ORDER NUMBER: 29217

YOUR REFERENCE NUMBER:

DESCRIPTION

QUANTITY

PRICE

AMOUNT

TAX

EMERGENCY SERVICE CALL:

- POOL PUMP MOTOR SHORTED OUT, NEED TO REPLACE 25HP MOTOR
- REMOVE 25HP MOTOR AND PUMP AND DELIVER FOR REPAIRS
- FURNISH NEW 25HP MOTOR AND INSTALL NEW SEALS ON PUMP
- RE-INSTALL MOTOR WITH PUMP

LABOR

1,380.00 N

TOTAL LABOR: 1,380.00

MATERIAL

NEW MOTOR

8,210.55 N

MISC MATERIAL

47.21 N

TOTAL MATERIAL: 8,257.76

OTHER

VEHICLE SERVICE CHARGE

40.00 N

TOTAL OTHER: 40.00

TOTAL: 9,677.76

1.5% LATE CHARGE WILL BE ADDED IF PAYMENT IS NOT RECEIVED WITHIN 10 DAYS.

WE ACCEPT MASTERCARD & VISA WITH A 3% CHARGE

FRANK GILLITZER ELECTRIC CO. LTD
12304 W DONGES BAY RD
MEQUON, WI 53097
(414) 442-1620 Fax (414) 442-1622

CUSTOMER #: 267

7.d.b

INVOICE #: 691614

INVOICE DATE: 07/20/23

DUE DATE: 07/30/23

BILL TO:

CITY OF MEQUON
11333 N CEDARBURG ROAD
MEQUON, WI 53092

LOCATION: WEYEN

FRANK L WEYENBERG LIBRARY
11345 N CEDARBURG ROAD
MEQUON, WI 53092

WORK ORDER NUMBER: 29212

YOUR REFERENCE NUMBER:

DESCRIPTION

QUANTITY

PRICE

AMOUNT

TAX

ADDITIONAL ELECTRICAL WORK FOR LIBRARY LOT LIGHTING CONSISTING:

-UNDERGROUND BORING FROM MEDIAN TO WEST POLE LOCATION-ORIGINAL UNDERGROUND WIRING WAS DAMAGED BY ASPHALT CONTRACTOR

-EXTEND TWO EXISTING CONCRETE BASES TO EXTEND ABOVE GRADE WHICH CONSISTED OF NEW ANCHOR BOLTS, CONCRETE, AND NEW CONDUCTORS BETWEEN ASSOCIATED POLES

OTHER

6,435.70

N

TOTAL OTHER: 6,435.70

TOTAL: 6,435.70

1.5% LATE CHARGE WILL BE ADDED IF PAYMENT IS NOT RECEIVED WITHIN 10 DAYS.

WE ACCEPT MASTERCARD & VISA WITH A 3% CHARGE

Packet Pg. 114

Attachment: Gillitzer Invoice_Weyenberg Lights Additional Work (RESOLUTION 4062 : Ratifying Gillitzer Electric Pool Pump/Motor Repair and



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: August 8, 2023
SUBJECT: RESOLUTION 4063 A Resolution Authorizing Staff to Enter into Lease Agreements with Enterprise Fleet Management for Three (3) Chevrolet Equinoxes for an Estimated Three-Year Cost of \$57,388

Background

In May of 2022, by Resolution 3950, the City of Mequon entered 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. As a result of the Master Equity Lease Agreement with Enterprise, the attached *Financial Policy Statement 17: Vehicle Leasing* was adopted in June of 2022 under Resolution 3960. In this policy statement, monthly lease charges are not to exceed 7% without prior authorization from the Common Council. The policy statement also notes that if City staff or the Public Works Committee identify parameters of this policy that require reconsideration or adjustment, recommendation shall be made to the Common Council.

Analysis

Prior to the agreement with Enterprise, DPW staff acquired four 2021 Chevrolet Malibu sedans through lease/purchase on the State Contract for a financed price of \$19,645 each. Considering the State Contract discount and with currently favorable re-sale values on used cars, staff believes these Malibus can be sold for approximately the same price or more than the City originally paid for them (verified through Carvana's current resale value estimate of \$19,840). Enterprise has also estimated the value of the Malibus at over \$20,000 each. The last payment for the Malibus is due this year.

The intent when staff purchased the Malibus was to replace them early in their life cycle, while they still held high value and prior to the expiration of their respective warranties. While these Malibus have served the City well, they do have limited ground clearance, and in discussion with Enterprise, staff has asked Enterprise to provide the City with lease quotes to replace three of the Chevrolet Malibus with Chevrolet Equinox SUV vehicles. Alternatively, staff plans to keep the lowest mileage Malibu in the fleet at this time. To this end, Enterprise has provided lease quotes for three Equinoxes, one of which is attached.

In the Finance Director's review of the lease quotes, it was determined that the current interest rate for the quoted leases is 7.64%. As such, the proposed leases for the three Equinoxes are being brought forward to the Common Council for review and consideration. Notably, the exact interest rate will not be determined until the time of delivery and may change.

Additionally, Policy Statement 17 also stipulates that the performance standards for the City's Vehicle Leasing Program shall be reviewed by the Public Works Committee on an annual basis, which is anticipated to occur later this year.

Fiscal Impact

While Enterprise has estimated that the proposed sale of the Malibus will offset three years of lease payments on the Equinoxes, the exact financial impact will not be known until the transactions are completed. Enterprise is estimating the sale of the three Malibus to bring in \$60,375, while the projected three-year cost to lease three new Equinoxes is estimated to be \$57,388.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 8, 2023.

Attachments:

Policy Statement 17 Vehicle Leasing (PDF)

(Updated) 2024 Equinox LS AWD Quote 7348797 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4063

A Resolution Authorizing Staff to Enter into Lease Agreements with Enterprise Fleet Management for Three (3) Chevrolet Equinoxes for an Estimated Three-Year Cost of \$57,388

RECITALS

A. Policy Statement 17 contained within the City's Financial Policies states that the interest rate for monthly lease charges for any leased vehicles shall not exceed 7%, without prior authorization from the Common Council.

B. Staff requested lease quotes from Enterprise Fleet Management for three Chevrolet Equinoxes to replace three Chevrolet Malibus within the City's fleet.

C. The lease quotes provided by Enterprise Fleet Management show interest rate charges of 7.64%.

D. Public Works Committee recommended approval to exceed 7% lease rates for these leases on August 8, 2023.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the Director of Finance is authorized to select terms in the best fiscal interest of the City, and to execute lease agreements with Enterprise Fleet Management with interest rates that exceed 7%.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

POLICY STATEMENT 17 VEHICLE LEASING

General: The purpose of the vehicle leasing policy is to formalize the framework for City staff's administration of vehicle lease agreements. The policy is intended to be broad enough to allow City staff to function within the parameters of responsibility and authority, yet specific enough to adequately administer the City's fleet management needs.

Scope: This fleet management policy applies to vehicles within the Department of Public Works fleet. These vehicles include the following:

201	3/4 Ton Pickup Ext 4X4
202	3/4 Ton Pickup Crew 4X4
203	3/4 Ton Pickup Ext 4X4
207	3/4 Ton Pickup Reg 4X4
209	3/4 Ton Pickup Reg 4X4
400	1/2 Ton Pickup Crew 4X4
405	3/4 Ton Pickup Ext 4X4
406	3/4 Ton Pickup Reg 4X4
500	1/2 Ton Pickup Ext 4X4
501	Sedan or 4X4 Small SUV
502	Sedan or 4X4 Small SUV
503	Sedan or 4X4 Small SUV
504	Sedan or 4X4 Small SUV
505	Sedan or 4X4 Small SUV
506	Sedan or 4X4 Small SUV
512	3/4Ton Pickup Ext 4X4
514	Sedan or 4X4 Small SUV
516	Sedan or 4X4 Small SUV
520	½ Ton Pickup Ext 4X4

Objectives: The primary objectives of the fleet leasing program of the City of Mequon shall be the following:

- A. Safety
- B. Fuel Efficiency
- C. Low Maintenance
- D. Low Annual Expenditure

Approval Authority for Purchases: The Capitalized Price of the Vehicle, Total Capitalized Amount (Delivered Price), Individual Open-End (Equity) Lease Rate Quotes for the full term and the cumulative annual lease payments may exceed \$25,000. To allow for the efficiency of the fleet management program, the expenditures do not require Standing Committee or Common Council approval, provided the financial performance follows this policy statement. The Director of Finance is subsequently authorized to execute the lease agreements provided the annual budget allocates sufficient funds within the DPW Equipment Replacement – Leases or DPW Equipment Replacement capital account.

Orders: All vehicles require procurement through the state contract, in accordance with Policy Statement 11.

Make and Model:	The Fleet Superintendent and Deputy Director of Public Works shall select the make and model for each vehicle based upon the objectives outlined in this policy.
Term:	The Director of Finance shall select the term in the best fiscal interest of the City, which may vary from 36-60 months.
Total Options:	The Fleet Superintendent and Deputy Director of Public Works shall select the total options required for the ultimate purpose of the vehicle. Total options include, but are not limited to: decals, lighting bars, plows, truck bed caps, bed liners, tool boxes and other options required for the primary function and operation of the vehicle.
Contract Miles:	The Fleet Superintendent shall establish the Contract Miles based upon a historic average of the mileage for the individual vehicles.
Sale of Vehicle:	If authorized by the Director of Finance, with concurrence from the Fleet Superintendent, the City's designated lease provider shall be authorized to sell the vehicle on behalf of the City at or before the end of the lease term. The Director of Finance is authorized to execute the consignment documents associated with the sale.
Gain from Prior Unit:	The Gain from Prior Unit shall be applied to subsequent leases as a down payment or to reduce the monthly payments. Any excess Gains from Prior Unit shall be deposited into the non-lapsing DPW Equipment Replacement – Leases or DPW Equipment Replacement capital account and utilized for subsequent lease payments.
Depreciation Reserve Rate:	The Depreciation Reserve Rate shall not exceed 2.0%.
Reduced Book Value at Term:	The Reduced Value at Term included within the individual lease documents shall be a minimum of 40% for 36-month lease terms and a minimum of 15% for 60-month lease terms, with allowance for interpolation for lease terms between 36 and 60 months.
Monthly Lease Charge:	The interest rate for the monthly lease charge shall not exceed 7.0% without prior authorization from the Common Council. The interest rate in the Monthly Lease Charge under the fleet management program is the 3-Year Treasury Bill Interest Rate + 3%. The Management Fee is 0.12%.
Insurance:	The City of Mequon shall carry automobile insurance for each vehicle.
Performance Standards:	The performance standards for the program shall be reviewed by the Public Works Committee on an annual basis. If City staff or the Public Works Committee identify parameters of this policy that require reconsideration or adjustment, it shall make such a recommendation to the Common Council. If at any time the program fails to meet the criteria of this policy, the Common Council shall be notified within 60 days.

Reporting:

The City's designated lease provider shall provide a report to the City at a minimum quarterly detailing the following data for each vehicle included in the scope:

- Capitalized Price of Vehicle
- Total Capitalized Amount
- Year-to-date and Term-to-date Total Monthly Rental Including Additional Services
- Reduced Book Value at Term
- Gain Achieved from Sale (post-sale)
- Estimated and Actual (post-sale) Cost Per Mile of each Vehicle
- Comparison Options for Fuel Alternate Options
- Check Points of Equity in Vehicles

*This policy was adopted as Financial Policy No. 15 on June 14, 2022 under Resolution No. 3960.
It has been renumbered administratively to Policy No. 17.*

Prepared For: City of Mequon, Wisconsin
Weyker, Tim

Date 07/26/2023

Malibu replacement

AE/AM BW0/J6L

Unit # 2769GD

Year 2024 **Make** Chevrolet **Model** Equinox

Series LS w/1LS All-Wheel Drive

Vehicle Order Type Ordered **Term** 48 **State** WI **Customer#** 541423

Number of Units 1 *ja*

\$ 27,476.05	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>WI</u>
\$ 164.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 225.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$2,100.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Driver Needed
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Medium Ash Gray w/Premium Cloth Seat Tr
Lic. Plate Type	Municipal
GVWR	0

Current Interest rate 7.64% T-Bi
+3% (7/26/2023)

\$ 27,701.05	Total Capitalized Amount (Delivered Price)
\$ 373.96	Depreciation Reserve @ <u>1.3500%</u>
\$ 159.04	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 533.00	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00 Sales Tax 5.5000% **State** WI

Total Monthly Rental Including Additional Services

\$ 9,750.97	Reduced Book Value at <u>48</u> Months
\$ 450.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade business of the Lessee.

LESSEE City of Mequon, Wisconsin
BY

[Signature]
TITLE Finance Director

DATE July 26, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 20
Pricing Plan Delivery Charge	B	\$ 20
Courtesy Delivery Fee	C	\$ 20
Total Other Charges Billed		\$ 40
Total Other Charges Capitalized		\$ 20
Other Charges Total		\$ 60

Attachment: (Updated) 2024 Equinox LS AWD Quote 7348797 (RESOLUTION 4063 : Authorization to Exceed 7% Interest Rate for Enterprise

VEHICLE INFORMATION:

2024 Chevrolet Equinox LS w/1LS All-Wheel Drive - US

Series ID: 1XX26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,902.8	\$28,200.00
Total Options	\$978.25	\$1,075.00
Destination Charge	\$1,395.00	\$1,395.00
Total Price	\$29,276.05	\$30,670.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
Interior: HC8-(0 I) Medium Ash Gray w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1LS	Preferred Equipment Group 1LS	NC	NC
5CY	Tires: P225/65R17 All-Season Blackwall	STD	STD
AG1	Driver 8-Way Power Seat Adjuster	Included	Included
AG6	Front Passenger 4-Way Manual Seat Adjuster	Included	Included
AKO	Deep-Tinted Rear Glass	Included	Included
AL9	2-Way Power Driver Lumbar Control Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
CNI	GVWR: 4,630 lbs (2,100 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
FX6	3.87 Final Drive Axle Ratio	STD	STD
GAZ_02	(0 P) Summit White	NC	NC
HC8_01	(0 I) Medium Ash Gray w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System w/AM/FM	STD	STD
LSD	Engine: 1.5L Turbo DOHC 4-Cyl SIDI VVT	STD	STD
MNH	Transmission: Electronic 6-Speed Auto w/OD	STD	STD
PAINT	Monotone Paint Application	STD	STD
PCR	LS Convenience Package	\$714.35	\$785.00
PDH	Interior Protection Package (LPO)	\$227.50	\$250.00
RZS	Wheels: 17" Aluminum	STD	STD
STDTM	Premium Cloth Seat Trim	STD	STD
U2K	SiriusXM	Included	Included
UDD	Multi-Color Enhanced Driver Instrument Info Display	Included	Included
UPG	Bluetooth For Phone	Included	Included
USS	2 Rear USB Charging-Only Ports	Included	Included
UST	2 USB Ports & Auxiliary Input Jack	Included	Included
UZ6	6-Speaker Audio System Feature	Included	Included
VAV	All-Weather Floor Mats (LPO)	Included	Included
VK3	Front License Plate Mounting Package	\$36.40	\$40.00
VLI	Cargo Mat (LPO)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

Attachment: (Updated) 2024 Equinox LS AWD Quote 7348797 (RESOLUTION 4063 : Authorization to Exceed 7% Interest Rate for Enterprise

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Bumper Insert: chrome rear bumper insert
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Door Curb/Courtesy Lights: 2 door curb/courtesy lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Tracker System: tracker system

Electronic Stability: StabiliTrak electronic stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

7.e.b

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: chrome shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Mats: vinyl/rubber cargo mat

Cargo Light: cargo light

Standard Engine:

Engine 175-hp, 1.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Attachment: (Updated) 2024 Equinox LS AWD Quote 7348797 (RESOLUTION 4063 : Authorization to Exceed 7% Interest Rate for Enterprise



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: March 29, 2023
SUBJECT: RESOLUTION 4064 A Resolution Approving the First Amendment to an Intergovernmental Agreement Between the City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Fire and Emergency Medical Services Department

Background

Last year, the City of Mequon and the Village of Thiensville approved an Intergovernmental Agreement (IGA) establishing the Southern Ozaukee Fire & Emergency Medical Services Department. Pursuant to the agreement's terms, the new, joint department became operational on July 1, 2022, prior to an official merger on January 1, 2023, under one, combined budget.

Since mid-2022, a Board of Directors identified within the IGA comprised of five elected officials from both the City and the Village have been meeting regularly to oversee the process of establishing the new department and to approve its first-ever operating budget for calendar year 2023. Additionally, the Board has also approved a number of agreements over the past year that are integral operating an independent entity (e.g., insurance, legal services, emergency dispatch, etc.), while also augmenting the new department's revenue through various fee adjustments and grant-funding applications.

Earlier this year, the Board conducted a review of the current IGA to ensure that its language continued to reflect the practices that have been put in place since last spring. Following a review of changes prepared by staff, the proposed amendments were recommended for approval by the Board on July 12, and are now being forwarded to the Common Council for consideration and approval. The proposed amendments, which must also be agreed to by the Village of Thiensville, were approved by the Village Board on July 17, 2023.

Analysis

The proposed first amendment to the IGA, a copy of which is attached as Exhibit A, contains a number of rather minor (i.e., "housekeeping") changes that are intended to accurately reflect how the Board and the new department have been operating since last year. Also included for reference is a copy of the original IGA, with the proposed changes appearing in black-lined format. Summarily, the proposed changes:

- Expand the number of SOFD Board and Commission (voting) members from five to seven.
- Specify that the SOFD Board Secretary (the Thiensville Village Administrator), is responsible for preparing agendas, meeting packets and minutes for both Board meetings, as well as meetings of the SOFD Fire Commission.

- Remove the requirement that the Board’s meeting minutes include the vote of each board member. To date, the Board’s meeting minutes have included the respective Board members who have introduced a motion and seconded such, but they have not contained a listing as to how each board member has voted.
- Clarify that at least one member from each municipality must vote in the affirmative, in order for a vote to constitute official action of the Board or Commission.
- Eliminate the requirement that the SOFD Fire Commission meet on a quarterly basis. Going forward, such meetings may be held “at the call of the President or upon written request of at least two members of the Commission.”
- Simplify the process by which SOFD Commission agendas are established, if members of the department’s command staff are the subject of the Commission’s meeting.
- Include a provision that provides additional flexibility to a requirement that the new department employ a staff member to perform various fiscal and administrative duties, including maintaining financial records, receiving revenues, paying invoices and providing payroll administration, among others. As the City of Mequon’s Finance Department has assumed responsibility for providing such services since January 1, language has been added to allow for “an agreement with another entity (including one of the municipalities) to perform the duties identified above.”
- Delete a twice-annual “true-up” of Service Fee (non-tax) revenue required on January 1 and July 1 of each year. Due to the commingled nature by which such revenues are identified in the 2023 operating budget, and given that all of the department’s operating revenues are being collected and administered on a combined basis, this provision is no longer applicable. Further, the pursuit of such would create an undue administrative strain upon department, City and Village staff.

Fiscal Impact

As noted above, the Department’s 2023 budget contemplates the sharing of all non-tax revenue generated through service fees on an equitable basis, given the joint nature by which these monies are collected and administered. By definition, service fees include ambulance and paramedic revenue, burn permits, fire assistance fees, accident fees, plan review fees, fire inspection fees sprinkler inspection fees and false alarm fees, among others. In its current form, and with the City of Mequon providing all fiscal administrative services during calendar year 2023, there are not adequate staffing levels within the Department to perform this function as initially envisioned. As such, Section 12(e), which requires a twice-annual “true-up” of these fees based upon which municipality generated such, is recommended for elimination.

Recommendation

On July 12, 2023, the Southern Ozaukee Fire & Emergency Medical Services Department’s Board of Directors approved a recommendation in favor of adopting the proposed amendments by a vote of 5-0. Further, a recommendation is forthcoming from the Public Safety Committee on August 8, 2023.

Attachments:

SOFD IGA FIRST AMENDMENT - 8.8.23 (DOCX)

SOFD AGREEMENT WITH FIRST AMENDMENTS (BLACKLINE) - 8.8.23 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4064

A Resolution Approving the First Amendment to an Intergovernmental Agreement Between the
City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Fire and
Emergency Medical Services Department

RECITALS

A. The municipalities, having determined that their communities will benefit from unified, integrated fire and emergency medical services, entered into the Southern Ozaukee Fire and Emergency Medical Services Agreement effective May 20, 2022 (“Agreement”).

B. The Agreement called for operation of the Thiensville and Mequon Fire Departments under joint command since July 1, 2022, before fully integrating into a joint department on January 1, 2023.

C. Following the first year of experience, the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”) Board identified various changes to the Agreement that would clarify or improve the terms of the operations of the Department and recommended that the municipalities amend the Agreement to reflect the same.

D. The Southern Ozaukee Fire and Emergency Medical Services Department’s Board of Directors recommended approval of the proposed amendment at its meeting on July 13, 2023.

E. The municipalities desire to follow the recommendation of the SOFD Board to amend the Agreement as provided for in this Amendment, as attached in Exhibit A.

F. The City of Mequon Public Safety Committee also recommended approval of the proposed amendment at its meeting on August 8, 2023.

G. All other provisions of the original Intergovernmental Agreement between the City of Mequon and the Village of Thiensville, establishing the Southern Ozaukee Fire & Emergency Medical Services Department remain in effect.

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

1. The First Amendment to the Intergovernmental Agreement Between the City of Mequon and the Village of Thiensville, Establishing the Southern Ozaukee Fire & Emergency Medical Services Department 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: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

EXHIBIT A

FIRST AMENDMENT TO THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT (“Amendment”) is made by the Village of Thiensville (“Thiensville”) and the City of Mequon (“Mequon”) pursuant to the provisions of Wisconsin Statutes Sections 61.65 and 66.0301. This Amendment is dated as of and shall bind the municipalities upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution (the “Effective Date”).

RECITALS

A. The municipalities, having determined that their communities will benefit from unified, integrated fire and emergency medical services, entered into the Southern Ozaukee Fire and Emergency Medical Services Agreement effective May 20, 2022 (“Agreement”).

B. The Agreement called for operation of the Thiensville and Mequon Fire Departments under joint command since July 1, 2022, before fully integrating into a joint department on January 1, 2023.

C. Following the first year of experience, the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”) Board identified various changes to the Agreement that would clarify or improve the terms of the operations of the Department, and recommended that the municipalities amend the Agreement to reflect the same.

D. The municipalities desire to follow the recommendation of the SOFD Board to amend the Agreement as provided for in this Amendment.

AGREEMENTS

Based upon the forgoing recitals, and in consideration of the following mutual covenants and conditions, the municipalities agree:

1. Except as provided in this Amendment, all terms and conditions of the Agreement not inconsistent with the terms of this Amendment remain in full force and effect. All capitalized or defined terms in the Agreement shall have the same meaning in this Amendment.

2. Section 4(a)(i) of the Agreement is amended to read as follows: The Board shall have seven members. The members shall be the Thiensville Village President, a Thiensville Trustee nominated by the Thiensville Village President and confirmed by the Thiensville Village Board, a Thiensville resident nominated by the Thiensville Village President and confirmed by the Thiensville Village Board, the Mequon Mayor, the President of the Mequon Common Council and two other Mequon residents nominated by the Mequon Mayor and confirmed by the Mequon

Common Council. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Board.

3. Section 4(a)(iii) of the Agreement is deleted.
4. Section 4(c)(v) of the Agreement is amended to read as follows: The Secretary shall be responsible for preparing agendas, meeting packets, and minutes for meetings of the Board. The Secretary shall be the Thiensville administrator. Such administrator may designate another staff person to prepare agendas, meeting packets, and minutes.
5. Section 4(d) of the Agreement is amended to read as follows: Quorum. A quorum shall consist of four voting members of the Board, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.
6. Section 4(e)(v) of the Agreement is amended to read as follows: Minutes of the meetings and actions of the Board shall be submitted to the governing body of each municipality. The minutes shall show the vote upon each question. The minutes shall also show if a member is absent or fails to vote on any question.
7. Section 4(f) of the Agreement is amended to read as follows: Voting Requirements. Except as otherwise specifically set forth in this Agreement, the affirmative vote of a majority of the voting members of the Board (including any alternates serving in the stead of other members) at which a quorum is present shall constitute the action of the Board provided that at least one member from each municipality has voted in the affirmative.
8. Section 5(a) of the Agreement is amended to read as follows: Commission Members and Terms of Office. The seven members of the Board shall serve as the members of the Commission. Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Commission.
9. Section 5(b)(iv) is created and added to the Agreement as follows: The Secretary, or their designee, shall be responsible for preparing agendas, meeting packets and minutes for meetings of the Commission.
10. Section 5(c) of the Agreement is amended to read as follows: Quorum. A quorum shall consist of four voting members of the Commission, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.
11. Section 5(d)(i) of the Agreement is amended to read as follows: Meetings of the Commission shall be held at the call of the President or upon the written request of at least two

members of the Commission, as designated by the President, at the Mequon City Hall, the Thiensville Village Hall or one of the fire stations; however, in the absence of any specific designation, meetings shall be held at the Mequon City Hall if the President of the Commission is a Mequon appointee or at the Thiensville Village Hall if the President of the Commission is a Thiensville appointee.

12. Section 5(d)(ii) of the Agreement is amended to read as follows: The chair shall establish the agendas for all such meetings after consultation with the Department's command staff or, if the command staff is the subject of the Commission's meeting, the Board's attorney.

13. Section 5(e) of the Agreement is amended to read as follows: The affirmative vote of a majority of the voting members of the Commission at which a quorum is present shall constitute the action of the Commission provided that at least one member from each municipality has voted in the affirmative.

14. Section 6(g) is created and added to the Agreement as follows: In lieu of an employee, the Department may, with approval of the Board, enter into an agreement with another entity (including one of the municipalities) to perform the duties identified above.

15. Section 11 of the Agreement is amended to read as follows: Capital Improvement Budgets. The Board may recommend a proposed Capital Improvement Budget to the governing bodies of the municipalities at any time. The Board may only recommend a Capital Improvement Budget with the approval of at least five members of the Board. The proposed Capital Improvement Budget shall contain an explanation of the Board's reasons for recommending the Capital Improvement Budget. No expenditures shall be made or contracted for by the Board or any employee with respect to any Capital Improvement Expenditure in the proposed Capital Improvement Budget until approved by the governing bodies of the municipalities. After such approval, the Board is authorized to enter into contracts and make expenditures deemed necessary by the Board for the Capital Improvement Expenses described in the Capital Improvement Budget as and when determined by the Board (unless otherwise specified in the approval of the governing bodies of the municipalities) and in amounts not in excess of the approved Capital Improvement Budget.

16. Section 12(e) of the Agreement is deleted.

17. Section 14(g) of the Agreement is amended to read as follows: Amendments. Amendments to this Agreement may be proposed by any member of the Board. The amendment shall be submitted to the Board at least 30 days prior to the meeting of the Board at which such amendment is to be considered. The approval of at least five members of the Board shall be required to recommend any amendment to the governing body of the municipalities. The agreement of the governing bodies of the municipalities shall be required to approve any amendments to this Agreement, except that the Initial Plan may be amended by the Board as provided in this Agreement.

CITY OF MEQUON

VILLAGE OF THIENSVILLE

By: _____
Andrew Nerbun
Mayor

By: _____
Van Mobley
President

Date signed:

SOUTHERN OZAUKEE
FIRE AND EMERGENCY MEDICAL SERVICES
AGREEMENT

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

RECITALS

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

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

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

AGREEMENTS

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

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

- (a) “Board” has the meaning given to it in Section 4.
- (b) “Capital Improvement Budget” means a single or multi-year budget for Capital Improvement Expenses in addition to those set forth in the Operating Budget.
- (c) “Capital Improvement Expenses” means expenditures for the construction or reconstruction of building improvements, the replacement or addition of major building systems (e.g., heating air conditioning, electric and plumbing systems), replacement of parking lots and purchases of any equipment that has a life of at least five years and a purchase price of at least \$100,000.
- (d) “Commission” has the meaning given to it in Section 5.

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

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

(g) “Merger Date” means January 1, 2023.

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

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

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

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

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

3. Implementation.

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

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

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

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

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

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

(a) Board Members.

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

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

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

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

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

(c) Officers.

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

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

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

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

(v) The Secretary shall be responsible for preparing agendas, meeting packets, and minutes for meetings of the Board. The Secretary shall be the Thiensville administrator. Such administrator may designate another staff person to prepare agendas, meeting packets, and minutes.

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

(e) Meetings.

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

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

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

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

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

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

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

(f) Voting Requirements. Except as otherwise specifically set forth in this Agreement, the affirmative vote of a majority of the voting members of the Board (including any alternates serving in the stead of other members) at which a quorum is present shall constitute the action of the Board **provided that at least one member from each municipality has voted in the affirmative.**

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

(h) Powers. Prior to the Merger Date, the Board shall be responsible for overseeing the implementation of the Initial Plan and ensuring that the merger occurs on the Merger Date. Except as limited by this Agreement, the Board shall, after the Merger Date, have all the powers and duties authorized under the Wisconsin Statutes relating to the Department's operations. Such powers shall include without limitation the following:

(i) To authorize repair, maintenance and renewal of the physical assets which are owned by the Department.

(ii) To modify the Initial Plan as necessary, provided that no such modification shall increase the total costs for fiscal year 2022 to the municipalities.

(iii) To modify line items in any approved Operating Budget provided that no such modification shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

(iv) To authorize and contract to make all expenditures necessary for the operation of the Department provided that no such expenditures or contracts shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

(v) To authorize and contract to make all expenditures necessary for the implementation of approved Capital Improvement Expenses in any approved Capital Improvement Budget.

(vi) To negotiate, set and/or approve wages, salaries and benefits of the Department's employees and to enter into contracts for the foregoing.

(vii) To sell, exchange, convey or transfer assets of the Department for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value not in excess of \$100,000 in any one calendar year.

(viii) To sell, exchange, convey or transfer assets of the Department (other than real property) for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value in excess of \$100,000 in any one calendar year; however, any such transaction shall require the approval of a majority of the Board and at least one representative from each municipality.

(ix) To enter into and implement mutual aid agreements with other municipalities.

(x) To adopt Services Fees and to charge and collect such fees.

(xi) To monitor the condition of the capital assets owned and controlled by the Department, and to furnish annually estimated dates and costs of replacement or reconstruction for each item over a 10-year period to the member governing bodies for approval.

(xii) To recommend the following to the municipalities:

[1] Amendments to this Agreement.

[2] Approval of Operating Budgets as described in this Agreement.

[3] Approval of Capital Improvement Budgets as described in this Agreement.

- [4] Amendments to any approved Operating Budget or approved Capital Improvement Budget if and to the extent the power to make such amendments is not granted above to the Board.
- [5] The addition of other municipalities to this Agreement and the Department and appropriate amendments to this Agreement related to any such addition.

5. Joint Fire Commission. On and after the Merger Date, the Department shall have a Joint Fire Commission (the "Commission") as provided by Wisconsin Statutes Sections 61.65 and 62.13(2)(b).

(a) Commission Members and Terms of Office. The ~~five~~seven members of the Board shall serve as the members of the Commission. Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Commission.

(b) Officers.

(i) The Commission shall have three officers: a President, a Vice President and a Secretary. The person holding each of such offices on the Board shall hold the same office as a member of the Commission.

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

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

(iv) **The Secretary, or their designee, shall be responsible for preparing agendas, meeting packets and minutes for meetings of the Commission.**

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

(d) Meetings.

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

(ii) The chair shall establish the agendas for all such meetings after consultation with the Department's command staff or, if the command staff is the subject of the Commission's meeting, the Board's attorney ~~the attorney and personnel advisor for the municipality for which the President serves as chief elected official.~~

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

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

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

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

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

(e) Voting Requirements. The affirmative vote of a majority of the voting members of the Commission at which a quorum is present shall constitute the action of the Commission provided that at least one member from each municipality has voted in the affirmative.

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

(g) Powers. The Commission shall have all powers set forth in the Wisconsin Statutes for joint fire commissions that apply to villages and fourth-class cities except the municipalities specifically do not adopt, and the Commission shall not have, the optional powers set forth in Wisconsin Statutes Section 62.13(6).

6. Fiscal Responsibilities. The Department shall, subject to policies adopted by the Board, have one or more employees who perform the following fiscal and administrative duties:

(a) Maintaining financial records. The Department shall keep complete and accurate records of all receipts and disbursements of the Department, which shall be available for public inspection, and shall furnish the municipalities with annual audit reports.

(b) Receiving all service revenues and any other revenues of the Department.

(c) Paying all amounts authorized by the Board which are in accordance with the Operating Budget and any Capital Improvement Budget, each as approved by the governing bodies of the municipalities.

(d) Providing payroll administration.

(e) Administering insurance programs.

(f) Providing such other services described in this Agreement.

(g) **In lieu of an employee, the Department may, with approval of the Board, enter into an agreement with another entity (including one of the municipalities) to perform the duties identified above.**

7. Employees. Commencing as of the Merger Date, all employees of the Department shall be employees of the Department for all purposes, and in no event shall any such employees be or be deemed or construed to be an employee of any of the municipalities.

8. Personal Property and Contributions to the Department.

(a) From the Merger Date through December 31, 2023, each municipality shall allow the Department to use the fire and emergency medical service apparatus and vehicles currently owned by it and shall provide the labor (but not parts) for the maintenance of such apparatus and vehicles. On or before December 31, 2023, the Board in consultation with the Department's command staff shall determine which pieces of such apparatus and vehicles are necessary for the ongoing operations of the Department and shall purchase those pieces from the municipalities. Each municipality shall deliver a Bill of Sale to the Department for the apparatus and vehicles purchased from it. The purchase price for such items shall be their appraised values

as determined by an appraiser engaged by the Board. Each municipality shall be paid for apparatus and vehicles purchased by the Department, over a 10-year term commencing as of January 1, 2024, with interest at the rate of 3% per annum. As of the Merger Date, each municipality shall contribute to the Department, at no charge, all records, parts and supplies in use by its fire department. Apparatus and vehicles not purchased by January 1, 2024, remain the property of the municipality for disposal as it may choose.

(b) The Department shall be the legal owner of assets contributed to or acquired by the Department, and where applicable such assets shall be titled in the name of the Department. The Department shall not be the owner of real estate, buildings and fixtures used by it unless any of such property is conveyed to and titled in the name of the Department. All assets contributed to or acquired by the Department shall be owned and held by the Department subject to the provisions of this Agreement for division of assets on termination of this Agreement.

(c) The Department shall pay for the repair, maintenance and replacement of apparatus and vehicles owned by the Department.

9. Real Property.

(a) As of the Joint Services Date, the municipalities shall transfer to the Department custody, use and control, but not ownership, of the buildings or portions of buildings to be used by the Department. The Department shall pay for all insurance related to the space occupied by the Department.

(b) The municipal owner of a building shall bear the costs of (i) maintaining, repairing and replacing structural components, roofing, major systems, fixtures and paved areas of its building and the property on which it is located; (ii) routine maintenance; (iii) exterior maintenance, including without limitation landscaping and snow and ice removal; (iv) basic janitorial services (but the Department shall keep its space neat and orderly); and (v) dumpsters for waste removal.

(c) The Board shall endeavor to develop a facilities plan by December 31, 2024, and shall thereafter implement the facilities plan pursuant to the timeline in such plan. The Board shall approve any additional real property to be used by the Department. If and to the extent any of the municipalities construct new buildings or obtain additional buildings to be used by the Department, or if additional municipalities are made parties to this Agreement, the Department shall pay rent for the municipalities' real property used by the Department so that the costs of maintaining the real property are proportionately borne by the municipalities. The Board shall determine an equitable rental amount to be paid by the Department as part of the Department's Operating Budget. If the Department acquires and develops real property, it shall do so as pursuant to the Capital Improvement Budget provisions of this Agreement.

10. Operating Budgets.

(a) The Board shall, by majority recommendation, submit a proposed Operating Budget to the governing bodies of the municipalities not later than October 1 of each

year commencing October 1, 2022. The proposed Operating Budget shall contain an explanation of the Board's reasons for recommending the Operating Budget. Action by each municipality in connection with approval of an Operating Budget shall be completed by November 15 of each year. No expenditures shall be made or contracted for by the Board or any employee with respect to any budget item not contained in the prior year's Operating Budget until the governing bodies of the municipalities approve the proposed Operating Budget.

(b) In the event an Operating Budget is not approved by the municipalities as set forth above, the Net Operating Expenses on a monthly basis shall not exceed the Net Operating Expenses for the prior calendar year, plus any cost increases resulting from contractual obligations incurred in prior years, until agreement is reached by the municipalities.

11. Capital Improvement Budgets. The Board may recommend a proposed Capital Improvement Budget to the governing bodies of the municipalities at any time. The Board may only recommend a Capital Improvement Budget with the approval of at least ~~four~~five members of the Board. The proposed Capital Improvement Budget shall contain an explanation of the Board's reasons for recommending the Capital Improvement Budget. No expenditures shall be made or contracted for by the Board or any employee with respect to any Capital Improvement Expenditure in the proposed Capital Improvement Budget until approved by the governing bodies of the municipalities. After such approval, the Board is authorized to enter into contracts and make expenditures deemed necessary by the Board for the Capital Improvement Expenses described in the Capital Improvement Budget as and when determined by the Board (unless otherwise specified in the approval of the governing bodies of the municipalities) and in amounts not in excess of the approved Capital Improvement Budget.

12. Payment of Expenses. The municipalities shall bear and pay the net operating expenses and capital expenditures of the Department as established according to the following procedures and proportions.

(a) Mequon shall bear 84.43% and Thiensville shall bear 15.57% of the Department's Net Operating Expenses and Capital Improvement Expenses. Either municipality may request that the percentages be renegotiated as of or after December 31, 2027, and every five years thereafter. Renegotiated percentages shall take into account disproportionate changes from the date of this Agreement through the date of renegotiation, and subsequently between dates of renegotiation, in each municipality's usage (number of service calls per year), population and equalized value of improvements, with the heaviest weight applied to usage and with an expectation that renegotiated percentages shall at a minimum ensure that each municipality maintains its then current contribution.

(b) If any other municipalities are added to this Agreement, these percentages shall be replaced by a formula dividing the total contributions among the municipalities in proportion to each municipality's usage (number of service calls per year), population and equalized value of improvements. The percentages of each of such three elements for the formula shall be negotiated as an amendment to this Agreement; however, the municipalities anticipate that 40% shall be attributed to usage and 30% shall be attributed each to population and equalized value of improvements.

(c) The Department shall submit to each municipality a statement requiring payment of that municipality's share of the budgeted Net Operating Expenses, as described below, for the year. Such amount shall be paid to the Department in equal quarterly payments. The notice shall be given not later than 15 days following approval of the Operating Budget by the municipalities. Each municipality shall pay one-quarter of its share of the annual net Operating Expenses on or before January 1, April 1, July 1 and October 1. The Department shall provide to each municipality a quarterly statement at least 15 days prior to each due date.

(d) In the case of Capital Improvement Expenditures from an approved Capital Improvement Budget, the Department shall provide a statement to each municipality setting forth the required payment(s) of that municipality's share of the Capital Improvement Budget with due dates of those payments. Due dates of payments shall not be less than 30 days from the date of the statement.

~~(e) On January 1 and July 1 of each year, the Department shall compute the amount of revenue received by the Department from Service Fees during the preceding six-month period and shall credit the amount of such revenues against the amounts due from the municipalities in accordance with the ratio of expense sharing in effect for such preceding six-month period.~~

(f) For purposes of Sections 12(d) and 12(e), the amounts payable shall be based on actual expenses and revenues, if known, and if based on estimates, shall be subject to reconciliation when actual expenses and revenue are known.

(g) If any municipality fails to pay in full any payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the Department (or, if such amount is advanced by the other municipality, to the other municipality) for the payment due, plus interest at the prevailing rate available on a public purpose loan from the Wisconsin State Trust Fund loan program for a loan with a term of over 5 years and up to 10 years. Interest shall accrue until the obligation is paid. At the discretion of the Board, the Board may take legal action to enforce payment by the defaulting municipality. The costs, including reasonable attorneys' fees, of such action shall be paid by the defaulting municipality and shall be included in any judgment. Any recovery shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default.

(h) Notwithstanding the provisions of this Agreement regarding withdrawal or termination, each municipality shall be liable for its share of a Capital Improvement Budget upon final approval of such Capital Improvement Budget.

(i) To the extent any organization or one or more residents of a municipality donates money to the Department, such donation shall be credited against such municipality's Operating Budget obligations if the donor specifies that it shall be so credited.

(j) Any donation to the Department of land, a vehicle, apparatus or other property shall require the approval of the Board prior to acceptance by the Department. If such a donation is from an organization or one or more residents of a municipality, and the donor specifies that the donation shall be credited to the municipality, such donation shall be credited against such municipality's obligations to the Department as follows: (i) if the item donated was scheduled to be purchased pursuant to the Operating Budget, the fair market value of the donation, as reasonably determined by the Board, shall be credited against the municipality's Operating Budget obligations; or (ii) otherwise, the municipality shall receive a credit of 1/10th of the fair market value of the item, as reasonably determined by the Board, for each of the 10 years following the donation.

13. Term of Agreement. This Agreement shall take effect upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

(a) Unless agreed by both municipalities, the municipalities shall participate in this Agreement through December 31, 2027.

(b) After the expiration of the initial five-year period, a municipality wishing to withdraw from this Agreement may do so on at least two years written notice addressed to the clerk of the other municipality, provided however, that no such notice be given until expiration of the initial five-year period set forth above.

14. Termination and Distribution of Assets.

(a) This Agreement may be terminated at any time by the written consent of all municipalities or upon the permitted withdrawal of all but one municipality, provided that this Agreement and the Commission and the Board shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the Department.

(b) Upon termination or withdrawal, the municipalities shall be entitled to a distribution of assets as set forth below:

(i) A share of all equipment and apparatus of the Department shall be distributed to the withdrawing or terminating municipality in the proportion set forth in (ii) below, adjusted for additional capital expenditures for equipment and for depreciation.

(ii) All money and funds (including cash on hand and money due but uncollected) of the Department shall be distributed to the withdrawing or terminating municipality in the proportion of the previous year's cost allocation formula percentage of the withdrawing municipality or terminating municipalities, providing the distribution may be deferred by the Board in whole or in part for up to one year as a reserve to meet liabilities known and unknown.

(iii) All control of the buildings owned by the withdrawing or terminating municipality shall be returned to that municipality.

(iv) The distribution of assets provided in (i) shall be in kind, but only to the extent that assets are identifiable as contributed by the municipality withdrawing. To the extent that such identification is not possible, then the payment shall be made in cash or in the form of other assets acceptable to the withdrawing municipality, in an amount equal to the proportionate share of book value of such property, net of depreciation. With respect to real estate, buildings and fixtures titled in the name of the Department, the withdrawing or terminating municipality shall be entitled to a cash payment in the amount of the proportionate share of the book value of such property, net of depreciation, equal to the municipality's proportionate share of contributions allocated to such property. The withdrawing or terminating municipality shall have no right to require a partition of any such real estate. In the event of a cash payment, such payment may be made in equal annual installments, bearing interest at the rate specified in Section 12(g), over a period of not more than four years with respect to equipment and apparatus and not more than 10 years with respect to real estate, buildings or fixtures, and such payment shall be reduced by the proportionate amount, net of depreciation, of any capital expenditures financed by the Department with respect to any buildings owned by such municipality.

(f) Participation. Additional municipalities may be permitted to become parties to this Agreement, but only upon (a) approval of the governing bodies of the municipalities which have maintained in a current status their financial obligations under this Agreement, and (b) upon such terms and conditions as the governing bodies adopt.

(g) Amendments. Amendments to this Agreement may be proposed by any member of the Board. The amendment shall be submitted to the Board at least 30 days prior to the meeting of the Board at which such amendment is to be considered. The approval of at least ~~four~~five members of the Board shall be required to recommend any amendment to the governing body of the municipalities. The agreement of the governing bodies of the municipalities shall be required to approve any amendments to this Agreement, except that the Initial Plan may be amended by the Board as provided in this Agreement.

(h) Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage or any other loss of whatever nature incurred by the Department or any municipality by reason of its participation as a member of the Department and specifically by reason of the services provided by the Department shall be the liability of the Department, subject to the contributions of the municipalities described below. Any such uninsured liability, cost or damage shall be paid proportionately by each of the municipalities in accordance with the formula established in Section 12(a), notwithstanding the political jurisdiction in which such injury, loss or damage occurs, through contributions by such municipalities to the operating budget, or if such operating budget is insufficient, through additional contributions to the Department made proportionately by each municipality in accordance with the formula established in Section 12(a).

(i) Mutual-Aid Response and Intercept Agreements. The mutual-aid response agreements between the municipalities are terminated. The mutual-aid response and intercept

agreements between or among the municipalities and others shall be terminated by the earliest dates provided in those agreements. The Board may replace such agreements.

(j) Fire Hydrants and Water Usage. Charges to a municipality from its water utility which relate to the repair, maintenance and replacement of fire hydrants and other system components and for water shall be the responsibility of the respective municipality.

(k) Insurance.

(a) The Board shall, on behalf of the Department, procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of its operations, including without limitation public liability, workers compensation, unemployment insurance, insurance for fire and other perils related to the buildings occupied by the Department and other insurance obligations. Proof of insurance on leased structures not owned but occupied by the Department shall be furnished to the owners of the structures annually.

(b) Public liability, workers compensation, unemployment insurance and other insurance obligations arising from incidents which occurred prior to the Merger Date shall remain the separate responsibility of each party, subject to the apportionment or proration with authority in accordance with applicable law.

(l) General Provisions.

(a) Entire Agreement. This Agreement contains the municipalities' entire understanding with respect to the matters contemplated by this Agreement and supersedes any prior understandings or agreements among them with respect to the Department.

(b) Counterparts. This Agreement may be executed in several counterparts and each executed counterpart shall be considered as an original of this Agreement.

(c) Captions. The captions to the provisions of this Agreement are merely labels to assist in the locating and reading of this Agreement and shall be ignored in construing this Agreement.

(d) Disputes. In the event of any litigation or arbitration proceedings involving this Agreement, the "Prevailing Party," as defined below, shall be awarded from the court or the arbitrator its or their reasonable attorneys' fees incurred in connection with such proceedings. The "Prevailing Party" shall be, as determined by the court or the arbitrator, the party or parties whose position is found to be most correct.

(e) Severability. To the extent that all or any part of any provision of this Agreement is, or shall become, unenforceable, the provision or part of a provision shall be severed from this Agreement, and this Agreement shall be interpreted as if the severed provision or part of a provision did not exist. At any time such a provision is discovered or is deemed to have been severed from this Agreement, the municipalities shall execute any amendment to this Agreement necessary to clarify that the provision has been severed from this Agreement.

(f) Interpretation. Regardless of who prepared the original draft of this Agreement, each municipality has had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter. Words of the masculine, feminine or neuter gender shall mean and include the other genders.

(g) Electronic Signatures. This Agreement may be signed electronically, and manual or electronic signatures may be transmitted by facsimile or email. All such signatures shall be enforceable as original signatures.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page]

CITY OF MEQUON

VILLAGE OF THIENSVILLE

By: _____
John M. Wirth
Mayor

By: _____
Van Mobley
President

Date signed:

Exhibit A – Initial Plan
Exhibit B – Model

Exhibit A
Initial Plan

Action Step/Milestone	Anticipated Completion
2022	
Four (4) New Firefighter/Paramedics Commence Employment	April 18, 2022
Approval/Execution of Intergovernmental Agreement	May 2022
Fire & EMS Board & Commission Appointments Completed	June 2022
Mequon Ordinance Amendments Adopted	June 2022
Staffing, Command & Operations Service-Sharing Effective	July 1, 2022
Application for Ozaukee County ARPA Funding Filed	July 1, 2022
First Southern Ozaukee Fire & EMS Board Meeting	July 15, 2022
Fiscal Year 2023 Budget Planning Commences	July 15, 2022
Ambulance Billing Under One Vendor	August 1, 2022
Finalize Independent Agency Status - WRS	August 15, 2022
Secure Independent Health/Dental/Life/Disability Insurance	August 15, 2022
Secure G/L, Workers' Compensation, Other Risk Insurance	August 15, 2022
New Mutual Aid Box Alarm System Agreements Approved	September 1, 2022
Fiscal Year 2023 Budget Approved by Board	September 15, 2022
Fiscal Year 2023 Budget Adopted by City & Village	November 14, 2022
Affirm/Finalize Paramedic Intercept Agreement w/ Cedarburg	December 1, 2022
Vehicle/Apparatus Matters Finalized (Insurance, Title, Lettering)	December 1, 2022
2023	
Southern Ozaukee Fire & EMS 2023 Budget Effective	January 1, 2023
9-1-1 Dispatch Plan for Combined Fire/EMS Calls Implemented	January 1, 2023
Three (3) New Firefighter Paramedics Hired	April 1, 2023
Determination on Potential Merger w/ Cedarburg	July 1, 2023
2024	
Mequon & Thiensville Equipment/Fleet Combined	January 1, 2024
Three (3) New Firefighter Paramedics Hired	April 1, 2024
2025	
Department Facilities Plan Implementation	January 1, 2025
Three (3) New Firefighter Paramedics Hired	April 1, 2025

Established: April 12, 2022

Attachment: SOFD AGREEMENT WITH FIRST AMENDMENTS (BLACKLINE) - 8.8.23 (RESOLUTION 4064 : A Resolution Approving the First

Exhibit B
Model



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-242-3500
 Fax: 262-242-7650

www.ci.mequon.wi.us

Office of Police

TO: Common Council
FROM: Patrick Pryor, Chief of Police
DATE: July 26, 2023
SUBJECT: RESOLUTION 4065 A Resolution Approving the Purchase of Four (4) 2024 Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Purchase and Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$195,876

Background

The Mequon Police Department has a safety plan for scheduling replacement of its vehicles. For the last several years, the Department has replaced department vehicles that approach or exceed 100,000 miles, have a higher hour use count, and/or that show significant signs of wear as emergency vehicles. The Department is proposing to replace four (4) department squads, as four of the Department's current squads are 2020 Ford Interceptors that are approaching or have already exceeded 100,000 miles.

Analysis

The Police Interceptors to be replaced are currently utilized as marked patrol squads. These vehicles operate between 12-18 hours a day, seven days per week and all four squads will likely be well over 100,000 miles by the time delivery and set up occurs and is complete. The hour count on the vehicles is also significantly higher than the milage presented due to the idle time required for a police vehicle. Police vehicles must continually idle, while in use, to allow for the functions of the radios, computers, and cameras all working on the vehicle's electrical systems.

The proposed action is to purchase four 2024 Ford Police Interceptor SUV's. The Department will need to acquire a few specialty items when purchasing these vehicles to update them to current technology, however, that purchase will be minimal, and the bulk of equipment can and will be transferred from the old squads to the new squads. Upon receipt of the new vehicles, the Department will collaborate with the Fleet Division to assess whether these vehicles should be transferred to the Department of Public Works (DPW), the City Fleet, or be put up for auction.

The Police Department has obtained a bid from the Ewald Automotive Group (a local dealership awarded the State of Wisconsin bid). This follows the City's financial policies as the items being purchased are 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. During previous procurements, other dealerships have essentially stated they cannot compete with the state bid.

Ewald historically had delivered 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 October of 2023 with production beginning “early” after the start of 2024. 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 \$44,944 for each of the 2024 Ford Police Interceptor Utility Vehicles (the Ewald Automotive quote indicates a 2023 model year, but it will be providing a 2024 model year due to the closure of the build dates).

Fiscal Impact

The replacement of the four (4) squads totals \$179,776. The purchase and installation of all associated equipment by General Communications of Milwaukee will cost \$14,000. The total project cost is expected to be \$193,776. Sufficient funds have been budgeted and set aside for this procurement.

As a result of the length of time it may take for these vehicles to arrive and the additional use/wear and tear of the current vehicles, staff is recommending that the resolution approve an amount not-to-exceed \$195,876, which includes a contingency of 15% for additionally authorized efforts from General Communications. The contingency provides for additional services that may result from unknown time and delivery conditions caused by the continued use of the existing equipment, and the parts that may become necessary during the changeover whenever the squads finally arrive.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on August 8, 2023.

Attachments:

Mequon PD '24 Utility (PDF)

Mequon Labor Quote (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4065

A Resolution Approving the Purchase of Four (4) 2024 Ford Police Interceptor Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Purchase and Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$195,876

RECITALS

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 four sport utility vehicles, specifically model year 2024 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 four (4) vehicles, and General Communications of Milwaukee will provide the 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 four existing police squads with Ewald Automotive Group; and to purchase and install the associated equipment with General Communications in a total amount not to exceed \$195,876, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Funds for this purchase will be from the Police Vehicle Replacement Account.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk



Mequon Police Department

Prepared For: Lindsay Graycarek
262-242-3500
lgraycarek@ci.mequon.wi.us

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD



Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$47,165.00
Dest Charge	\$1,595.00
Total Options	(\$1,495.00)
Subtotal	\$47,265.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$2,321.00)
Subtotal Discount	(\$2,321.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$44,944.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$44,944.00

Comments:

2024 Ford Utility Interceptor to your specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed. Production is scheduled to begin early 2024.

Dealer Signature / Date

Customer Signature / Date

Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)



Vehicle: [Fleet] 2023 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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Data Version: 19806. Data Updated: Jun 29, 2023 6:40:00 PM PDT.

Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)



Vehicle: [Fleet] 2023 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 Battery Level, Trip Odometer and Trip Computer

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Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)



Vehicle: [Fleet] 2023 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
- Driver Information Center
- Redundant Digital Speedometer
- Trip Computer
- Analog Appearance

Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)

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Data Version: 19806. Data Updated: Jun 29, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2023 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

Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
K8A	2023 Ford Police Interceptor Utility AWD	\$47,165.00

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*	(\$2,830.00

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

Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)

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Vehicle: [Fleet] 2023 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
153	Front License Plate Bracket	\$0.00
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
59W	4G LTE Wi-Fi Hotspot Credit *CREDIT*	(\$20.00)
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
Options Total		(\$1,495.00)

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Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$47,165.00
Total Options	(\$1,495.00)
Vehicle Subtotal	\$45,670.00
Destination Charge	\$1,595.00
Grand Total	\$47,265.00

Attachment: Mequon PD '24 Utility (RESOLUTION 4065 : Squad Purchases)

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2880 Commerce Park Drive
Madison, WI 53719
800-356-3200 | www.gencomm.com

Madison - (608)271-4848
Milwaukee - (262)439-2000
Eau Claire - (715)225-7604
WI Rapids - (715)424-3050
McHenry - (815)385-4224

Sales Quote No: 29605
Date: 7/17/23
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		Spee-Dee	NET 30 Days	8/16/23

Notes

Item No	Description	Quantity	UM	Price	Amount
INSTCW	Installation Labor	4.00	Each	\$3,000.00	\$12,000.00
INSTCW	Removal Labor	4.00	Each	\$500.00	\$2,000.00

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	\$14,000.00
Freight	\$0.00
Sales Tax	\$0.00
Sales Order Total	\$14,000.00

Attachment: Mequon Labor Quote (RESOLUTION 4065 : Squad Purchases)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-242-3500
 Fax: 262-242-7650

www.ci.mequon.wi.us

Office of Police

TO: Common Council
FROM: Patrick Pryor, Chief of Police
DATE: July 26, 2023
SUBJECT: RESOLUTION 4066 A Resolution Approving Receipt of a Donation from the Mequon-Thiensville Community Foundation in the Estimated Amount of \$19,000, for the Purchase and Training of a New Police K9 Dog and Other Associated Equipment

Background

The Mequon-Thiensville Community Foundation is a local non-profit organization that provides grants to the City's various institutions, facilities, and services. The foundation has specific dedicated funds available to fund the Mequon Police Department K9 Program. The Community Foundation actively collects money specifically designated by donors for the Mequon Police Department K9 Program. The current amount of funds requested will allow the Police Department the ability to purchase a new K9 dog, as well as all of the necessary startup equipment that is required for continuation of the program.

K9 Iron retired on March 3, 2023, leaving an opening in the K9 program. The K9 Squad (Vehicle) that was associated with Iron will be re-used and is now available to bring in a new K9. K9 Iron was deployed over 1,000 times throughout his career. These deployments were for a wide variety of assignments such as vehicle drug sniffs, locating suspects or missing people, school drug sniffs, and public relations. He assisted with over 400 arrests and located 16 suspects that had fled from officers.

Having two Police K9s ensures that there is always a K9 unit available during the second shift, which is from 4pm to 12am. This ensures consistent road coverage and enhances the overall effectiveness of the K9 program. Additionally, having an experienced K9 on the road while training a new K9 allows for the transfer of knowledge and skills, ensuring the continued success of the program.

The City of Mequon Financial Policy requires that the Common Council approve all donations exceeding \$5,000.

Analysis

The proposed donation acceptance would cover the entire cost of a new K9 dog, associated training, and all specialized equipment. Accordingly, the City will incur no cost for these initial purchases. The Mequon-Thiensville Community Foundation has funds available which will not only cover these initial startup costs, but additional annual costs over the next few years.

The use of a K9 is a great officer safety tool. Most aggravated suspects comply voluntarily when a K9 is introduced into an incident. A K9 is also a good community relations tool. K9 Iron was very popular with the public and the Department receives many requests for the K9s to appear at area events. These interactions allow the Department to have positive experiences with the public.

If this donation is accepted, the Department will move forward with selecting a K9 handler. This will not add to the number of sworn officer positions. This person will be selected from existing staff within the Patrol Division. This officer will still be assigned a regular shift and count as staffing for the Department patrol staffing requirements.

New K9 & Training	\$15,000
K9 Handler Equipment/Services	\$4,000
Initial Total Cost	\$19,000

Fiscal Impact

All funds associated with securing a new K9 dog will come from donations.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on August 8, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4066

A Resolution Approving Receipt of a Donation from the Mequon-Thiensville Community Foundation in the Estimated Amount of \$19,000, for the Purchase and Training of a New Police K9 Dog and Other Associated Equipment

RECITALS

A. The City of Mequon Police Department provides 24-hour police services 365 days per year.

B. The Mequon-Thiensville Community Foundation, a non-profit organization located in Mequon, provides grants to the City's various institutions, facilities and services has dedicated funds available to purchase a new Police K9 unit and all associated equipment.

C. The total value of this gift will exceed \$5,000 and therefore requires approval by the Common Council.

D. The Cost of the K9 and Training is \$15,000 and the equipment needed is approximately \$4,000.

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 receive the donation from the Mequon Thiensville Community Foundation; and to purchase the Police K9 and the associated equipment in a total amount not to exceed \$19,000, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. Funds for this purchase will be from the donations specifically set aside for the Mequon Police K9 Program from the Mequon Thiensville Community Foundation.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Sewer

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: August 8, 2023
SUBJECT: RESOLUTION 4067 A Resolution Awarding a Contract to Rehabilitate Seven (7) Sewer Laterals from External Clean-Outs in the Riverland Drive Lift Station "H" Area to Aqualis of Green Bay, Wisconsin in the Amount of \$123,027

Background

The 2023 Sanitary Sewer budget adopted on October 27, 2022, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work in the Riverland Drive Lift Station "H" area to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the City's Private Property Inflow and Infiltration (PPI/I) reduction program, and that includes multiple facets. These include televising and cleaning laterals in addition to: (1) rehabilitation and grouting from mains; (2) locating laterals; (3) installation of external clean-outs; and (4) rehabilitation and grouting from external clean-outs.

In the Riverland Drive "H" Lift Station Area, the first three components have been completed. Work on Part (4) remains. Accordingly, contract documents were advertised for bid in June for Part (4): rehabilitation and grouting from external clean-outs.

Analysis

In June, contract documents to test and seal 7 building sewer laterals were advertised for bidding. Six (6) contractors pre-registered for this specialized work. However, four contractors indicated they are booked up and did not submit bids. Two bids were received and opened on Thursday, June 29, 2023, and are summarized below. Detailed costs are also included in Exhibit A.

Contractor	Amount
Aqualis	\$ 123,027
NPR	\$ 771,295

Approximately \$29,500 is the amount for the testing, sealing and CCTV for these 7 laterals, and that amounts to \$4,200 for each lateral. The remainder of the contract budget contains "If Authorized" items for preparation work such as cleaning the laterals of roots and deposits to allow the equipment to seal properly, in addition to allowances such as final adjustments to make the clean-outs at grade and for any necessary lawn restoration. See Exhibit A for details.

On July 11, the MMSD Program Manager transmitted correspondence in support of awarding

this contract to test and seal laterals with grout. Additional sewer lateral rehabilitation work is planned and includes but is not limited to rehabilitation work on 23 more laterals in the Riverland Drive LS “H” Area. Also, City staff has been in contact with MMSD staff regarding funding agreement deadlines and budget. Staff anticipates continued collaboration with MMSD for common objectives to reducing I&I and overflows.

Following this contract work, staff plans to provide an update to the Sewer Utility District Commission to address future deadlines and a schedule of the completion of such work with respect to the City’s funding agreement with MMSD and contractor availability. This follow up is anticipated to be in conjunction with the additional sewer lateral contract awards anticipated for bid later this year.

Fiscal Impact

Funding is available to rehabilitate seven building sewer laterals in the Riverland Drive Lift Station "H" area, based on reimbursable PPI/I Account 610669-740006. MMSD has allocated funds to Mequon each year since 2010 for eligible expenses to complete work that reduces leaks, infiltration and clear water inflow from entering into the sanitary sewer collection system. Additional sewer lateral contracts have been prepared and are anticipated for bids continuing later this year and into 2024.

In 2023, the Mequon allocation from MMSD is \$226,307 (\$3,044 less than in 2022). Also, MMSD released a competitive funding application due August 1, and staff anticipates applying again for any work that may exceed future budget allocations. However, competitive funding is not guaranteed, as MMSD’s preference is to fund full lateral replacement. Staff anticipates scheduling a policy discussion to address this at a future meeting of the Sewer Utility District Commission.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on August 8, 2023.

Attachments:

Exhibit A - Bid Item Details (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4067

A Resolution Awarding a Contract to Rehabilitate Seven (7) Sewer Laterals from External Clean-Outs in the Riverland Drive Lift Station "H" Area to Aqualis of Green Bay, Wisconsin in the Amount of \$123,027

RECITALS

A. The City of Mequon has the ability through the Milwaukee Metropolitan Sewerage District (MMSD) to be reimbursed for eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

B. On August 26, 2021, the City of Mequon established a Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) in the amount of \$888,000 to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals.

C. On October 27, 2022, a number of sewer projects were identified as part of the FY2023 Sanitary Sewer Budget adopted by the Common Council.

D. On June 29, 2023, the City of Mequon Engineering Division received and reviewed various bids from qualified contractors to test and seal seven laterals from external clean-outs in the Riverland Drive Lift Station "H" Area.

E. On July 11, 2023, MMSD staff supported award of the contract to test and seal laterals from external clean-outs in the Riverland Drive Lift Station "H" Area.

F. Staff recommends that Sewer Lateral Rehabilitation work to test seven laterals and seal with grout from external clean-outs in the Riverland Drive Lift Station "H" Area be awarded to Aqualis of Green Bay, Wisconsin in the amount of \$123,027.

G. The Sewer PPI/I Account 611669-740006 is a reimbursable account and the funding agreement with MMSD has a sufficient balance to fund this project.

H. The Sanitary Utility District Commission at its meeting on August 8, 2023, endorsed staff's recommendation.

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

1. The contract for Sewer Lateral Rehabilitation work to test existing sanitary building sewer laterals from external clean-outs and seal with grout in the Riverdale Park Lift Station "H" Area in the amount of \$123,027 is approved and awarded to Aqualis of Green Bay,

Wisconsin, 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: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

Sanitary Building Sewer Lateral Rehabilitation in Riverland Drive Lift Station "H" Area - Project #1 (#8544727)
 Owner: City of Mequon
 Solicitor: raSmith
 06/29/2023 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate Unit Price	Extension	AQUALIS Unit Price	Extension	National Power Rodding Corp Unit Price	Extension
Base Bid							\$0.00		\$105,026.54		\$753,295.00
	1		1 Traffic Control	LS	1			\$2,500.00	\$2,500.00		\$75,000.00
	2		2 Equipment Setup for Sanitary Building Sewer Lateral Preparation Work	EA	7			\$3,500.00	\$24,500.00		\$35,000.00
	3		3 Sanitary Building Sewer Lateral Mineral Deposit Removal - 3 or Less Locations	EA	4			\$3,900.00	\$15,600.00		\$5,000.00
	4		4 Sanitary Building Sewer Lateral Mineral Deposit Removal - More Than 3 Locations	EA	1			\$4,500.00	\$4,500.00		\$15,000.00
	5		5 Sanitary Building Sewer Lateral Root Removal - 5 or Less Locations	EA	5			\$2,900.00	\$14,500.00		\$5,000.00
	6		6 Sanitary Building Sewer Lateral Root Removal - More Than 5 Locations	EA	1			\$3,500.00	\$3,500.00		\$5,000.00
	7		7 Equipment Setup for Sanitary Building Sewer Lateral Joint Testing and Sealing Operations	EA	7			\$2,150.00	\$15,050.00		\$15,000.00
	8		8 Testing and Sealing Sanitary Building Sewer Laterals with Grout from External Cleanouts	LF	367			\$13.62	\$4,998.54		\$300.00
	9		9 Grout	GAL	381			\$14.50	\$5,524.50		\$25.00
	10		10 Post Rehabilitation Sanitary Building Sewer Lateral CCTV Televising	LF	367			\$10.50	\$3,853.50		\$10.00
	11		11 Adjustment of Existing External Cleanout to Below Grade - 1 or 2 Cleanout Stacks Per Location	EA	7			\$750.00	\$5,250.00		\$25,000.00
	12		12 Lawn Restoration	SY	70			\$75.00	\$5,250.00		\$2,500.00
Allowances							\$18,000.00		\$18,000.00		\$18,000.00
	13		13 ALLOWANCE, Turf Restoration	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
	14		14 ALLOWANCE, Pavement Restoration	LS	1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
	15		15 ALLOWANCE, Spot Repair of Sanitary Sewer Lateral	LF	20	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00
Base Bid Total:							\$18,000.00		\$123,026.54		\$771,295.00



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Office of Sewer

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: August 8, 2023
SUBJECT: RESOLUTION 4068 A Resolution Approving Award of a Contract for the Completion of MMSD Post-Sewer Lateral Rehabilitation Reporting Requirements in the Riverland Drive "H" and Riverdale Park "F" Lift Station Areas to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed \$39,062

Background

The 2023 Sanitary Sewer budget adopted October 27, 2022, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work on sanitary building sewer laterals to reduce leaks, infiltration and clear water inflow, as per Mequon Municipal Code, the municipality is responsible for the portion of the lateral in the right-of-way.

The 2023 Sanitary Sewer Utility Budget identified funding for rehabilitation of sanitary building sewer laterals, as a reimbursable expense by MMSD. This work includes clear water compliance inspections to verify down spouts and sump pumps are not connected to the domestic sanitary wastewater collection system, and other methods identified in the City's policy to remove inflow and infiltration, especially during wet weather events.

In December 2022, a contract for Inspection Services was awarded to Bloom Consultants and that work has been ongoing and anticipated for completion in Spring 2023 to adhere with funding agreement deadlines. Additional consultant services are necessary for MMSD's reporting requirements. This includes review of post-CCTV exams and documentation of the completed work, to identify if there is "No Further Action" or if additional "Work Required" along with any final punch list action items.

Analysis

In June, staff received two proposals for this work to provide Consultant Services in the Riverland Drive Lift Station "H" and Riverdale Park Lift Station "F" Areas. This includes completing close-out reports for up to 140 laterals; 30 in the "H" Area and 110 in the "F" Area. The consultant's estimated hours to complete the post rehabilitation reporting and contract close-out services is on a time-and-materials basis and in a not-to-exceed amount without further written authorization. Fees are summarized in the table below and additional details are included in Exhibit A.

Firm	Hours	Amount
raSmith	304	\$35,511
Bloom	550	\$54,193

Three other firms qualified to perform this type of work (Arcadis, Brown and Caldwell, and OTIE) all expressed that they currently have a full backlog of projects and declined submitting a proposal. Accordingly, staff recommends a contract award to raSmith.

Fiscal Impact

The 2023 Sanitary Sewer Utility Budget includes funds for the rehabilitation of sanitary building sewer laterals, as a reimbursable expense by MMSD. Funding is available for consultant services to complete final review and reports of the sewer lateral work in the Riverland Drive Lift Station “H” and Riverdale Park Lift Station “F” Areas in Mequon, including a 10% project contingency amount of \$3,551 (total not to exceed \$39,062), in the private property inflow and infiltration reduction capital account 610669-740006. MMSD has allocated funds to Mequon each year since 2010 for eligible expenses to complete work that reduces leaks, infiltration and clear water inflow. Additional sewer lateral contracts are anticipated for bid this summer and fall.

In 2023, the Mequon allocation from MMSD is \$226,307 (\$3,044 less than in 2022). Also, MMSD released a competitive funding application due August 1, and staff anticipates applying again to fund additional projects that may exceed future budget allocations. However, competitive funding is not guaranteed, as the Program’s preference is to fund full lateral replacement. Staff anticipates scheduling a policy discussion to address this at a future meeting of the Sewer Utility District Commission.

Recommendation

A recommendation from the Sewer Utility Commission is forthcoming on August 8, 2023.

Attachments:

Exhibit A - raSmith Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4068

A Resolution Approving Award of a Contract for the Completion of MMSD Post-Sewer Lateral Rehabilitation Reporting Requirements in the Riverland Drive "H" and Riverdale Park "F" Lift Station Areas to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed \$39,062

RECITALS

A. The City of Mequon has the ability through the Milwaukee Metropolitan Sewerage District (MMSD) to be reimbursed for eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

B. On August 26, 2021, the City of Mequon established a Funding Agreement in the amount of \$888,000 with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Riverland Drive Lift Station "H" and Riverdale Park Lift Station "F" Areas.

C. On October 27, 2022, the City of Mequon approved the 2023 Sewer Utility Budget, which included funding for sanitary building sewer lateral work to reduce infiltration and inflow from entering the sanitary collection system.

D. On June 27, 2023, City staff received proposals from multiple qualified consulting firms and recommends that a contract to complete MMSD post-rehabilitation reporting requirements for 140 building sewer laterals be awarded to raSmith of Brookfield, Wisconsin on a time-and-materials basis, and in an amount not-to-exceed \$39,062.

E. The Private Property Inflow and Infiltration Reduction Account 610669-740006 was established for the reimbursable building sewer lateral work, and the funding agreement has a sufficient fund balance for this work.

F. The Sewer Utility District Commission at its meeting on August 8, 2023, favorably endorsed staff's recommendations.

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

1. City staff is authorized to execute a contract to complete MMSD post-rehabilitation reporting requirements for 140 building sewer lateral locations with raSmith of Brookfield, Wisconsin on a time-and-materials basis in an amount not-to-exceed \$39,062, 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: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk



R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

June 27, 2023

Mr. Kevin Driscoll, P.E.
Deputy Director of Utilities
City of Mequon
11333 N Cedarburg Road
Mequon, WI 53092

SENT VIA EMAIL

Re: Proposal for Consultant Services for Sewer Lateral Work and Inspection Services (#3566-23) and Flow Metering (#3630-23)

Dear Mr. Driscoll:

raSmith appreciates the opportunity to work with the City of Mequon on Project 1 – LS H & F Post-Rehabilitation Close Out, Project 2 – LS E Investigation, and Project 3 – Procure & Install Flow Meters with Quarterly Reporting for 3 Years. As your trusted advisor, we have a unique understanding of the project area(s) and the work that will be competed.

Relevant Company Experience

Ben High will lead the raSmith project team and offers the City of Mequon a significant expertise in the design and construction of public and private sanitary sewer rehabilitation projects. Ben has over 15 years of design and construction-related experience in sanitary sewer trenchless rehabilitation methods and has administered similar projects with other MMSD communities, and directly with the MMSD itself. raSmith's experience working directly with the MMSD on the development of rehabilitation standards, private property design and construction should give the City confidence in our ability to successfully administer this project for them, and ability to meet the expectations of the MMSD as well.

raSmith has completed the following relevant projects for the City of Mequon:

- 2022 - Sanitary Lateral Grouting Work from Mains and Manholes in the Riverdale Park Lift Station "F" Area and Riverland Drive Lift Station "H" Area (3566-22-G1)
- 2022 – Sanitary Building Sewer Lateral Cleanout Installation in Riverdale Park Lift Station "F" Area and Riverland Drive Lift Station "H" Area (3566-22-C)
- 2022 – Sanitary Building Sewer Lateral Rehabilitation in Riverdale Park Lift Station "F" Area and Riverland Drive Lift Station "H" Area (3566-22-G2)
- 2020 to Present – East Trunk Sewer Flow Monitoring and MMSD Data Analysis

raSmith has worked on the following relevant projects:

- 2021 to 2022 – Village of Butler Lateral Grouting Project
 - Cleaning and televising of 47 lateral locations, open cut spot repairs at two lateral locations, and the grouting of 41 lateral locations within the Village.
 - raSmith was the prime design and construction engineer.



Mr. Kevin Driscoll, P.E.
Deputy Director of Utilities, City of Mequon
Page 2 / June 27, 2023

- 2018 to Present – MMSD PPII
 - Provided assistance to the MMSD and project team for all PPII-related work including, developing standard specifications for investigation and rehabilitation work, developing work plans, and provide construction oversight of MMSD project in various communities. Recent work includes designing PPII rehabilitation projects for MMSD satellite communities and inspecting CIPP lining investigation work.
 - raSmith is a sub-consultant for both OTIE and Brown & Caldwell Teams.
- 2020 to 2023 – West Allis Private Property Improvement Projects
 - Performed Construction Administration and Inspection services for the installation and rehabilitation of lead service water laterals (directional drilling), sanitary sewer lateral rehabilitation (pipe bursting and CIPP lining), and retrofitting of sump pumps in place of existing foundation drain systems in pre-1955 homes. Performed all project administration and inspection services, which included the coordination of permits between the City Plumbing and Building Inspection Department.
 - raSmith was the prime construction engineer.
- 2022 to Present – New Berlin PPII Reduction Program
 - Pipe bursting of 83 sanitary sewer laterals in the City. Laterals were selected based on 2013 and 2022 sewer dye testing and lateral inspections completed by the City.
 - raSmith is the prime design and construction engineer.
- 2022 to Present – Greendale PPII Reduction Program
 - Pipe bursting of 39 sanitary sewer laterals in the Village. Laterals were selected based on 2013 sewer dye testing and lateral inspections completed by the Village.
 - raSmith is the prime design and construction engineer.
- 2018 – Village of Brown Deer Sanitary Sewer Lateral Rehabilitation
 - Cured-in-place pipe lining of approximately 75 private sanitary sewer laterals in the Village. Laterals were selected based on the results of a 2015 sanitary sewer dye water testing project completed in the Village. Laterals selected were prioritized for rehabilitation to have the largest impact on I/I reduction for the Village. The lateral rehabilitation included the full lining of the mainline to lateral interface, extending up to the foundation of the properties with one-piece lining.
 - raSmith was the prime design and construction engineer.
- 2009 to Present – Ongoing Flow Monitoring Efforts
 - Performed meter installation, maintenance, and data analysis for various communities within the MMSD service area (Greendale, West Milwaukee, Butler, New Berlin, etc.).
 - raSmith is the prime analysis and field engineer.

Scope of Services

Project 1 – LS H & F Post-Rehabilitation Close Out (#3566-23-F & #3566-23-H)

Per the request for proposal, we understand that you are requesting raSmith to review CCTV televising videos for 140 laterals in the Lift Station H and F areas, determine if any further rehabilitation is required at the laterals reviewed, and document the findings of the televising review. The following tasks follow the request for proposal.



Mr. Kevin Driscoll, P.E.
Deputy Director of Utilities, City of Mequon
Page 3 / June 27, 2023

Task I. Data Gathering – Collect Exams

raSmith plans to have a hard drive readily available for collecting the CCTV televising data and then storing the videos on the raSmith servers for ease of access for the reviewers.

Task II. Review Post-Rehabilitation Exams

raSmith plans to utilize the existing GIS lateral data that has been created for the 140 laterals as a part of the previous Mequon lateral rehabilitation projects to update the defect data for each lateral reviewed.

Task III. Reporting

raSmith plans to complete the following items as a part of this task:

- a. The determination of “no further action” or “more work needed” at each of the lateral locations reviewed. The results of these determinations will be tracked in an excel spreadsheet that is sorted by address. Comments on the determination and if required, the necessary rehab work will also be entered into the excel spreadsheet.
- b. raSmith will complete the MMSD as-built spreadsheet based on the rehabilitation work completed.
- c. raSmith, with the help of City of Mequon staff, will complete the MMSD summary report to satisfy the requirements of the City’s funding agreement with MMSD.

Project 2 – LS E Investigation (#3566-23-E)

Per the request for proposal, we understand that you are requesting raSmith to perform construction inspection for the grouting of 218 laterals in the Lift Station E area, collect the CCTV televising data from the grouting work, review the collected televising data, determine if any further rehabilitation is required at the laterals reviewed, and document the findings of the televising review. The following tasks follow the request for proposal.

Task I. Inspection Service

raSmith plans to have a qualified inspector onsite for the grouting work and provide the City with property specific information within a timely manner.

Task II. Data Gathering

raSmith plans to have a hard drive readily available during the grouting inspection work to get daily televising data from the contractor if possible. The data will then be stored on the raSmith servers for ease of access for the reviewers and the uploading of data to the City’s GIS system.

Task III. Review Investigative Exams

The CCTV televising data will be reviewed by qualified personnel and the results of the reviews will be tracked in an excel spreadsheet.



Mr. Kevin Driscoll, P.E.
Deputy Director of Utilities, City of Mequon
Page 4 / June 27, 2023

Task IV. Reporting

Based on the reviews completed as a part of Task 3, raSmith will make a “Work Required” or “No Further Action” determination for each lateral reviewed. Along with these determinations, potential rehab work will be identified using the rehab techniques identified in the RFP. The location of the rehab work will also be identified. This data will be tracked in an excel spreadsheet that will be organized by property address for easy review.

Task V. If Authorized, Generate Site Map

If authorized, raSmith will follow the same process as was followed for the past City of Mequon projects for creating GIS property exhibits and overview exhibits that display the locations and extents of the identified defects.

Task 6. If Authorized, GIS Data Entry

If authorized, raSmith will enter lateral pipe ratings (1-5) into the City’s GIS system. raSmith will plan on reviewing the ratings with the City to make sure that we are in agreement on pipe ratings. The ratings for each lateral reviewed will be tracked in an excel spreadsheet along with the rest of the lateral data.

Project 3 – Procure and Install Six (6) Flow Meters and Provide Quarterly Reporting for 3 Years

Per the request for proposal, we understand that you are requesting raSmith to procure six Isco DuraTracker meters with sensors and sensor mounting materials, install procured meters, maintain and collect data from a total of 10 Mequon owned meters, provide a quarterly report on the data collected along with MMSD data, and compare pre-construction flows to post construction flows. The following tasks follow the request for proposal.

Task I. Procure Meters

raSmith plans to utilize Isco DuraTracker meters and equipment from the local Isco product line representative. The meter procurement cost includes the cost of the meters, necessary equipment, and raSmith personnel time.

Task II. Install Meters

raSmith will investigate each proposed meter installation site prior to installs to confirm that the proposed sites will provide good data. If alternate sites are needed, raSmith will communicate that need to the City. Upon approval of the metering sites, the meters will be installed.

Task III. Maintaining Meters and Data Collection for 3 Years

raSmith will plan on visiting the installed metering sites once every other week. During these visits the data will be downloaded, batteries will be changed if necessary, and any adjustments needed will be completed.

Task IV. Quarterly Reporting for Six New Flow Monitoring Sites

Based on the reviews completed as a part of Task 3, raSmith will make a “Work Required” or “No Further Action” determination for each lateral reviewed. Along with these determinations, potential rehab work will be identified using the rehab techniques identified in the RFP. The location of the rehab



Mr. Kevin Driscoll, P.E.
Deputy Director of Utilities, City of Mequon
Page 5 / June 27, 2023

work will also be identified. This data will be tracked in an excel spreadsheet that will be organized by property address for easy review.

Task V. If Authorized, Provide Maintenance of Four Existing ETS Meters and Quarterly Reporting for 29 Metering Sites for 3 Years.

If authorized, raSmith will continue to maintain the four existing ETS flow meters and provide the City with a quarterly report, following the same format as already established, of the 4 ETS meters and a total of 29 MMSD flow meters for the next three years.

Task VI. Pre-Construction vs Post-Construction Report

raSmith will prepare a report that compares the pre-construction flows to the post-construction flows, for the sites shown on the exhibit in the RFP, to see if the rehabilitation efforts performed to date are reducing the amount of infiltration and inflow into the City's sanitary sewer system. The flow monitoring data to be analyzed begins with the data from 2019.

This proposal does not include any services beyond those described in the above scope of services.

Completion Schedule

All work with these projects are anticipated to be completed by the dates as outlined in the request for proposal produced by the City of Mequon.

Professional Fees

The above services will be provided based on a time and materials basis not to exceed the following amounts for each project:

- | | |
|-----------------------|---------------------|
| • Project #1 - | \$35,511.00 |
| • Project #2 - | \$176,472.00 |
| • Project #3 - | \$156,837.00 |

A breakdown of the fees as described in the RFP produced by the City can be seen in Attachment A.

Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the fee and will be billed at cost as a reimbursable expense.

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 365 days.

If you would like to authorize raSmith to proceed with your project, please contact us at 262-317-3273 or ben.high@rasmith.com. We are available to answer any questions you may have about your project. If we do



Mr. Kevin Driscoll, P.E.
Deputy Director of Utilities, City of Mequon
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not hear back from you within three to five business days, we will follow up with you to determine your interest in having us prepare a contract. Thank you again for your consideration of raSmith to work on your project.

Sincerely,
raSmith

A handwritten signature in blue ink, appearing to read 'Benjamin G. High', followed by a smaller, stylized signature.

Benjamin G. High, P.E.
Project Manager

Enclosure: Attachment A – Cost Breakdown

bth:H:\2235358\Contract\EP 061923 Driscoll 2023 & 2024 Work.docx

ATTACHMENT A

Project #1			
Task	Description	Hours	Fee
I	Data Gathering - Collect Exams	19	\$2,451
II	Review Exams for 140 Laterals	72	\$8,322
III	Deliver Final Report	125	\$14,478
Subtotal (Project 1 - Tasks I to III)		216	\$25,251
IV	If Authorized, GIS Tool Data Entry	74	\$8,550
V	If Authorized, Final Site Map	14	\$1,710
Project #1 Totals (Tasks I to V)		304	\$35,511

Project #2			
Task	Description	Hours	Fee
I	Inspection Services	1000	\$113,000
II	Data Gathering - Collect Exams	13	\$1,653
III	Review Exams for 218 Laterals	110	\$12,597
IV	Deliver Final Report	129	\$14,877
Subtotal (Project 1 - Tasks I to IV)		1,252	\$142,127
V	If Authorized, Generate Site Map	224	\$20,000
VI	If Authorized, GIS Data Entry	66	\$7,695
Project #2 Totals (Tasks I to VI)		1,542	\$169,822

Project #3			
Task	Description	Hours	Fee
I	Procure 6 Isco DuraTracker Meters	3	\$50,641
II	Install 6 Isco Dura Tracker Meters	20	\$2,234
Subtotal (Project 3 - Tasks I to II)		23	\$52,875
III	Maintain 6 Flow Meters for 3 Years (36 Months post installation)	468	\$46,098
Subtotal (Project 3 - Task III)		468	\$46,098
IV	Provide Quarterly Reporting of 6 New Flow Meters	72	\$8,892
V	If Authroized, Provide Quarterly Reporting of 29 Existing Flow Meters	396	\$40,992
VI	Pre-Construction Vs Post-Construction Comparison Report	68	\$7,980
Subtotal (Project 3 - Tasks IV to VI)		536	\$57,864
Project #3 Totals (Tasks I to VI)		1,027	\$156,837

Staff Rates:
Senior Project Manager = \$183/hour
Project Manager = \$171/hour
Civil Engineer = \$114/hour
Engineering Tech = \$83/hour

Attachment: Exhibit A - raSmith Proposal (RESOLUTION 4068 : Contract for Consultant Services to Prepare Close-out Reports for Sewer Lateral Work)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Sewer

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: August 8, 2023
SUBJECT: RESOLUTION 4069 A Resolution Awarding a Contract for the Inspection of 218 Sanitary Sewer Laterals in the Ranch Road "E" Lift Station Area to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed \$186,804

Background

The 2023 Sanitary Sewer budget adopted October 27, 2022, included a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. In March 2023, the Sewer Utility District Commission awarded a contract to Test and Seal 218 Sanitary Sewer Laterals in the Ranch Road Lift Station "E" Area to Visu-Sewer, and this work is anticipated to begin this fall. Thereafter, MMSD requires inspection of this work for it to be eligible for reimbursement.

In June, staff requested proposals for inspection services in addition to consultant services to adhere with MMSD funding agreement requirements. Three firms with experience and qualifications for this type of work (Arcadis, Brown and Caldwell, and OTIE) expressed that they currently have a backlog of projects and declined to submit a proposal.

Analysis

In June, staff received two proposals for this work on 218 sanitary building sewer laterals. The consultant's work includes Inspection, CCTV Exam review, preparation and delivery of a Final Report with Findings and Recommendations, in addition to Site Mapping and updates to GIS records. The estimated hours to complete these inspections and additional consultant services are on a time-and-materials basis, including a not-to-exceed amount. Fees are summarized in the table below. Additional details are also provided in Exhibit A.

Firm	Hours	Amount
raSmith	1,542	\$169,822
Bloom	1,824	\$171,153

Fiscal Impact

The 2023 Sanitary Sewer Utility Budget includes funds for the rehabilitation of sanitary building sewer laterals, as a reimbursable expense by MMSD. Funding is available for inspection services in the Ranch Road Lift Station "E" Area, including a 10% project contingency of \$16,982 (for a total not-to-exceed contract amount of \$186,804) in the private property inflow and infiltration reduction capital account 610669-740006. MMSD has allocated funds to Mequon each year since 2010 for eligible expenses to complete work that reduces leaks, infiltration and clear water

inflow. In 2023, the Mequon allocation from MMSD is \$226,307 (\$3,044 less than in 2022) and budget is available for this work.

Recommendation

A recommendation from the Sewer Utility Commission is forthcoming on August 8, 2023.

Attachments:

Exhibit A - raSmith Proposal (LS E Inspection) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4069

A Resolution Awarding a Contract for the Inspection of 218 Sanitary Sewer Laterals in the Ranch Road "E" Lift Station Area to raSmith of Brookfield, Wisconsin, in an Amount Not-to-Exceed \$186,804

RECITALS

A. The City of Mequon has the ability through the Milwaukee Metropolitan Sewerage District (MMSD) to be reimbursed for eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

B. In July 2022, the City of Mequon established a Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces leaks, infiltration and clear water inflow into building sewer laterals in the Ranch Road Lift Station "E" Area.

C. On October 27, 2022, a number of sewer projects, including this sewer lateral work, were included as part of the FY2023 Sanitary Sewer budget adopted by the Common Council.

D. On June 27, 2023, the City's Engineering Division received and reviewed multiple proposals from consulting firms with qualified staff to inspect the rehabilitation of laterals in the Ranch Road Lift Station "E" Area, and to provide consultant services including a report on findings with any recommendations for necessary follow up work.

E. Construction inspection is necessary for sewer projects including the Sanitary Sewer Lateral Rehabilitation work in the Ranch Road Lift Station "E" Area.

F. Staff recommends that the Inspection of the Sewer Lateral Rehabilitation work, including testing and sealing of 218 sanitary building sewer laterals in the Ranch Road Lift Station "E" Area, in addition to delivery of a report with findings and recommendations report, be awarded to raSmith of Brookfield, Wisconsin on a time-and-materials basis in an amount not-to-exceed \$186,804.

G. The Private Property Inflow and Infiltration Reduction Account 610669-740006 was established for this work on sanitary building sewer laterals, and this work is eligible for reimbursement, and contingent upon an increase in the funding agreement with the MMSD.

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

1. The City staff is authorized to execute a contract to inspect 218 sanitary building sewer laterals and provide a recommendations report with mapping and GIS updates with raSmith of Brookfield, Wisconsin, on a time-and-materials basis in an amount not-to-exceed \$186,804, contingent upon an increase in funding and 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: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

ATTACHMENT A

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Subtotal (Project 3 - Tasks I to II)		23	\$52,875
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Staff Rates:
Senior Project Manager = \$183/hour
Project Manager = \$171/hour
Civil Engineer = \$114/hour
Engineering Tech = \$83/hour

Attachment: Exhibit A - raSmith Proposal (LS E Inspection) (RESOLUTION 4069 : Contract for Inspection Services in LS E Area)



www.ci.mequon.wi.us

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

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: June 13, 2023
SUBJECT: ORDINANCE 2023-1652 An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Incorporating Various Changes Resulting from the First Amendment to an Intergovernmental Agreement Establishing the Southern Ozaukee Fire & Emergency Medical Services Department

Background

At its July 2023 meeting, the Board of Directors of the Southern Ozaukee Fire & Emergency Medical Services (EMS) Department recommended approval of a First Amendment to the Intergovernmental Agreement (IGA) that established the Southern Ozaukee Fire & Emergency Medical Services Department in 2022. Among other things, this First Amendment includes changes to the number of members that comprise both the SOFD Board of Directors and the SOFD Joint Fire Commission. Pursuant to terms of the original IGA, the first amendment requires approval by both the Mequon Common Council and the Thiensville Village Board, and accordingly, it is also appearing on the Common Council's August 8 meeting agenda this month for review and consideration.

The proposed ordinance amendments contained herein amend provisions in Chapter 2 of the Mequon Municipal Code that relate to the SOFD Board of Directors and the Joint Fire Commission. Further, the ordinance amendments also repeal and recreate the final section for each of the divisions related to the Board of Directors and the Joint Fire Commission, to accurately reflect which of the standard provisions for City boards and commissions within Chapter 2 do not apply to these two bodies.

The amendments to these Sections (2-755 and 2-774) reflect both the changes necessitated by the First Amendment to the Intergovernmental Agreement that established the Southern Ozaukee Fire & EMS Department, and also include provisions that were mistakenly left out of the Code at the time of the new Department's creation.

Fiscal Impact

There are no fiscal provisions or impact to the ordinance amendments as proposed.

Recommendation

On June 13, 2023, the Public Safety Committee approved a recommendation in favor of adopting the proposed ordinance amendments by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2023-1652

An Ordinance Amending Chapter 2 of the Mequon Municipal Code, Incorporating Various Changes Resulting from the First Amendment to an Intergovernmental Agreement Establishing the Southern Ozaukee Fire & Emergency Medical Services Department

RECITALS

A. Following execution of the Intergovernmental Agreement establishing the Southern Ozaukee Fire & Emergency Medical Services Department (the “SOFD Agreement”), the Common Council previously adopted Division 18 and Division 19 of Article IX of Chapter 2 of the Mequon Municipal Code related to the Southern Ozaukee Fire and Emergency Medical Services Department Board of Directors and the Southern Ozaukee Fire and Emergency Medical Services Department Joint Fire Commission.

B. Upon the recommendation of the SOFD Board of Directors, the Common Council has approved a First Amendment to the SOFD Agreement relating to the membership of the Board of Directors and the Joint Fire Commission.

C. The Common Council desires to amend the Mequon Municipal Code to reflect the changes in the First Amendment to the SOFD Agreement.

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

SECTION I

Section 2-752(a) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & double-underlined**):

Sec. 2-752. - Membership.

(a) The Board shall have ~~five~~**seven** members. The members shall be the Thiensville Village President, a Thiensville Trustee ~~nominated by the Thiensville Village President and confirmed by the Thiensville Village Board~~, **a Thiensville Citizen who may or may not be a second Village Trustee**, the Mequon Mayor, the President of the Mequon Common Council ~~and one other Mequon Resident nominated by the Mequon Mayor and confirmed by the Mequon Common Council~~, **and two Mequon Citizens who may or may not be a Mequon Alderperson**. The Thiensville Trustee and the Thiensville Citizen member shall be nominated by the Thiensville Village President and confirmed by the Thiensville Village Board. The **two** Mequon Citizen members shall be nominated by the Mequon Mayor and confirmed by the Mequon Common Council. The

administrators of Mequon and Thiensville shall be ex officio, non-voting members of the Board.

SECTION II

Section 2-755 of the Mequon Municipal Code is repealed and recreated to read as follows:

Sec. 2-755. - Deviation from general provisions.

- (a) Section 2-420(b) shall not apply to the board. Appointments of Mequon citizen members shall be staggered together with the term of office of the mayor such that, other than appointments filling vacancies pursuant to Section 2-423, only the mayor or one of the citizen members is appointed in any year.
- (b) Section 2-424(a), (b), and (d) shall not apply to the board. Section 2-753 shall apply.
- (c) Section 2-425 shall not apply to the board. A quorum shall consist of four voting members of the board, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum.
- (d) Section 2-426 shall not apply to the board. The affirmative vote of a majority of the voting members of the board (including any alternates serving in the stead of other members) at which a quorum is present shall constitute the action of the board provided that at least one member from each municipality has voted in the affirmative.
- (e) Section 2-428 shall not apply to the board.
- (f) Section 2-430 shall not apply to the board. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the board or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

SECTION III

Section 2-271 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & double-underlined**):

Sec. 2-771. - Membership.

The ~~five~~**seven** members of the Southern Ozaukee Fire and Emergency Medical Services Department Board of Directors shall serve as the members of the commission. Vacancies on the commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made. The administrators of Mequon and Thiensville shall be ex officio, non-voting members of the commission.

SECTION IV

Section 2-774 of the Mequon Municipal Code is repealed and recreated to read as follows:

Sec. 2-774. - Deviation from general provisions.

- (a) Section 2-420(b) shall not apply to the commission. Appointments of Mequon citizen members shall be staggered together with the term of office of the mayor such that, other than appointments filling vacancies pursuant to Section 2-423, only the mayor or one of the citizen members is appointed in any year.
- (b) Section 2-424(a), (b), and (d) shall not apply to the commission. Section 2-772 shall apply.
- (c) Section 2-425 shall not apply to the commission. A quorum shall consist of four voting members of the commission, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum.
- (d) Section 2-426 shall not apply to the commission. The affirmative vote of a majority of the voting members of the commission (including any alternates serving in the stead of other members) at which a quorum is present shall constitute the action of the commission provided that at least one member from each municipality has voted in the affirmative.
- (e) Section 2-428 shall not apply to the commission.
- (f) Section 2-430 shall not apply to the commission. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the commission or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

SECTION V

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 VI

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

SECTION VII

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: August 8, 2023

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

Published: _____