



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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, December 13, 2022 - 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) Public Hearing:

- a) **ORDINANCE 2022-1633** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Banquet Facilities as Conditional Uses in the B-2 (Community Commercial), TC (Town Center), and AC (Arrival Corridor) Zoning Districts, and Conference Centers as Conditional Uses in the B-2 (Community Commercial), B4 (Business Park) and Ulao Creek Mixed-Use Zoning Districts; **Recommended by Planning Commission October 17, 2022; First Reading at Common Council November 9, 2022.**

- 1) Public hearing
- 2) Consideration of Ordinance

5) Personal Appearances and Public Comment:

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

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator

7) **Consent Agenda:**

- a) Common Council meeting minutes of November 9, 2022
- b) Architectural Board meeting minutes of October 10, 2022
- c) Economic Development Board meeting minutes of October 25, 2022
- d) Festivals Committee meeting minutes of October 19, 2022
- e) Finance-Personnel Committee meeting minutes of October 11, 2022
- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of October 13, 2022
- g) Planning Commission meeting minutes of October 17, 2022
- h) Public Welfare Committee meeting minutes of October 11, 2022
- i) Sewer Utility District Commission meeting minutes of October 27, 2022
- j) Zoning Enforcement and Site Compliance Report through December 1, 2022
- k) **RESOLUTION 3999** - Resolution Approving an Amendment to the Agreement Between the City of Milwaukee and the City of Mequon for the Purchase of Water at Wholesale, Concerning the Relocation of a Second Water Connection Point from Granville and County Line Roads to Swan and County Line Roads; **Recommendation Forthcoming by Mequon Municipal Water Utility Commission December 13, 2022.**
- l) Ordinance First Readings

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

- 1) **ORDINANCE 2022-1636** - An Ordinance Amending a Planned Unit Development (PUD) to Allow a Total of 10 Units for the Property Located Directly West of 11649 N. Port Washington Road; **Recommended by Planning Commission November 21, 2022; First Reading.**
- 2) **ORDINANCE 2022-1637** - An Ordinance Amending Chapter 2 of the Mequon Municipal Code, in Connection with the Elimination of the Position of Emergency Dispatcher; **Recommendation Forthcoming by Finance-Personnel Committee December 13, 2022; First Reading.**

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4000** - A Resolution Approving a Three-Year Agreement for City Maintenance and Assessing Services with Assessment Technologies of Wisconsin LLC, Menomonee Falls, Wisconsin, in the Amount of \$480,000, and the Commensurate Re-Appointment of Michael L. Grotta as Statutory City Assessor through December 31, 2025; **Recommendation Forthcoming by Finance-Personnel Committee December 13, 2022.**

- b) **RESOLUTION 4001** - A Resolution Approving a Proposal from R&R Insurance for Provision of the City of Mequon's Insurance Program for Fiscal Year 2023 in the Amount of \$369,541; **Recommendation Forthcoming by Finance-Personnel Committee December 13, 2022.**
- c) **RESOLUTION 4002** - A Resolution Approving a Contract for General Legal Services with Wesolowski, Reidenbach & Sajdak, S.C. of Franklin, Wisconsin for the Period January 1, 2023 - December 31, 2025; **Recommendation Forthcoming by Finance-Personnel Committee December 13, 2022.**
- d) **RESOLUTION 4003** - A Resolution Releasing a Septic System Deed Restriction for the Property Located at Approximately 8435 W. Highland Road (Tax Parcel No. 14-016-02-003.00); **Recommendation Forthcoming by Public Works Committee December 13, 2022.**
- e) **RESOLUTION 4004** - A Resolution Approving a Vehicle Usage Agreement Between the City of Mequon, the Village of Thiensville and the Southern Ozaukee Fire & Emergency Medical Services Department for Fiscal Year 2023; **Recommended by Southern Ozaukee Fire and Emergency Medical Services Board November 30, 2022; Recommendation Forthcoming by Public Safety Committee December 13, 2022..**
- f) **RESOLUTION 4005** - A Resolution Awarding a Contract for the Installation of Thirty-Four (34) Sanitary Sewer Building Lateral Clean-outs to Globe Contractors of Pewaukee, Wisconsin in the Amount of \$282,921; **Recommendation Forthcoming by Sewer Utility District Commission December 13, 2022.**
- g) **RESOLUTION 4006** - A Resolution Awarding a Contract to Inspect the Installation of Clean-outs and the Rehabilitation of Sewer Laterals to Bloom Companies, LLC of Milwaukee, Wisconsin in the Amount of \$151,140; **Recommendation Forthcoming by Sewer Utility District Commission December 13, 2022.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Sessions:

- a) Potential Claim Against the Mequon Police Department: 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.

- b) Battalion Chief Vacancy: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as deemed appropriate.

13) Adjourn

Dated: December 8, 2022

/s/ Andrew Nerbun, Mayor

.....

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

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



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: November 9, 2022
SUBJECT: ORDINANCE 2022-1633 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Banquet Facilities as Conditional Uses in the B-2 (Community Commercial), TC (Town Center) and AC (Arrival Corridor) Zoning Districts, and Conference Centers as Conditional Uses in the B-2 (Community Commercial), B4 (Business Park) and Ulao Creek Mixed-Use Zoning Districts

Background

An applicant is requesting a text amendment to allow for Banquet Facilities and Conference Centers in the City's B-2 Zoning District. The B-2 Zoning District was established to accommodate the retail and service needs of the greater community. The request is based on the potential redevelopment of the parcels located at 10500 and 10520 N. Port Washington Road.

Analysis

Staff believes there is a need for these types of uses in Mequon and along the Port Washington Road commercial corridor. Currently, the only existing banquet facilities are accessory to the principal use and are typically located within restaurants and country clubs. The case is similar when looking at conference centers. Educational institutions such as Concordia and MATC have conference space available within the campus, which is accessory to their principal use as a college or university.

When looking at the two proposed uses, staff believes there is a distinction between Banquet Halls and Conferences Centers in terms of use and zoning classification. Banquet Hall facilities are primarily for entertainment purposes and include catering or onsite meals. Conference Centers are typically meant for trade shows or business-related activities. In order to distinguish each use, staff has prepared definitions to be included in the Zoning Code (see below). The distinction is important when looking at whether the two proposed uses are appropriate in the B-2 Zoning District as well as other zoning districts across the City.

When evaluating the two distinct uses, staff believes there are certain zoning categories that would be appropriate for both and others that would be appropriate for one of the uses. Accordingly, staff's recommendations are as follows:

District	Use	Permitted or Conditional
B-2	Banquet or Reception Hall	Conditional

B-2	Convention or Conference Center	Conditional
B-4	Convention or Conference Center	Conditional
Ulaio Creek Mixed Use	Convention or Conference Center	Conditional
Town Center	Banquet or Reception Hall	Conditional/8,000 sq. ft. max.
Arrival Corridor	Banquet or Reception Hall	Conditional/12,000 sq. ft. max.

The size of the facilities would be limited by the requirements in each individual district, if not specifically listed above.

Summary Definitions

Convention or Conference Center - A building or buildings containing exposition halls, exhibit halls, and facilities to house cultural or civic events, conferences, or conventions of political, industrial, fraternal, commercial, trade, or other similar associations.

Banquet or Reception Hall - Any establishment operated for profit where the facilities are leased on an event-specific basis for private wedding receptions, meetings, banquets, and other similar events. This use may include facilities for preparing food and areas for dancing, dining, and other entertainment activities typically found in association with banquets or receptions.

Off-Street Parking

Convention or Conference Center - 1 space per 3 persons based on the occupancy load, plus 1 space per employee on the largest shift.

Banquet or Reception Hall - 1 space per 3 persons based on the occupancy load, plus 1 space per employee on the largest shift.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The Planning Commission recommended approval of the proposed ordinance amendments on October 17, 2022, by a vote of 8-0.

Attachments:

Exhibit A (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1633

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Banquet Facilities as Conditional Uses in the B-2 (Community Commercial), TC (Town Center) and AC (Arrival Corridor) Zoning Districts, and Conference Centers as Conditional Uses in the B-2 (Community Commercial), B4 (Business Park) and Ulao Creek Mixed-Use Zoning Districts

RECITALS

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statutes, the City of Mequon previously adopted a comprehensive Zoning Code for the City.

B. On October 17, 2022, the Planning Commission, by a majority vote, adopted a recommendation to approve a text amendment to authorize banquet facilities and conference centers as conditional uses in certain zoning districts.

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

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

SECTION I

Chapter 58 of the Mequon Zoning Code, which establishes definitions, parking requirements and conditional uses in the City's B-2, B-4, TC, AC and the Ulao Creek Mixed-Use Zoning Districts, is amended as attached in Exhibit A.

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

Published: _____

EXHIBIT A

Sec. 58-8. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automobile repair facility means a service establishment where engine repairs, replacement of parts, or bodywork and general maintenance are performed.

Banquet or Reception Hall means an establishment operated for profit where the facilities are leased on an event-specific basis for private wedding receptions, meetings, banquets, and other similar events. This use may include facilities for preparing food and areas for dancing, dining, and other entertainment activities typically found in association with banquets or receptions.

Base setback line means the edge of the established ultimate street right-of-way.

Basement, habitable means a habitable story having part, but not more than one-half of its height below grade.

Basement, uninhabitable, (Also see *Cellar*) means an uninhabitable area of a building having more than one-half its height below grade.

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

Berm means a manmade mound of earth in excess of two feet in vertical height used to shield or buffer properties from adjoining uses, highways or noise or to control the direction of surface water flow.

Buildable area means the space remaining on a lot after the minimum open space, offset and setback requirements of this chapter have been complied with; excepting therefrom any floodplain, wetland, or similarly designated unbuildable lands.

Building means a structure having a roof supported by columns or walls for the housing or enclosure of persons, animals, or chattel.

Building, accessory. See *Accessory use or structure*.

Building height means the height of a building shall be the vertical distance measured from the mean elevation of the finished grade at the front of the building to the highest point of the building.

Bulk storage means the storage of chemicals, petroleum products and other materials for subsequent resale to distributors or retail dealers or outlets. Bulk storage is essentially a warehousing operation. The key portion of the definition is that the products are stored for eventual resale and not directly to the consuming public.

Business means any commercial or industrial activity or establishment.

Business park means a project owned, developed, and managed by a single owner or a group of owners acting jointly. Types of uses include, but are not limited to: offices; research and development laboratories; wholesale distribution facilities; establishments providing services to other businesses such as printing, publishing, and advertising; public and quasi-public uses such as public administration offices, and public utility installations; certain small to moderate scale light industrial establishments and motels. The land encompassed by this type of park is usually sub-divided and developed in accordance with a development agreement. The term "park" signifies an area developed as a coordinated entity with similar building facades, extensive landscaping, common parking and access drives, and unified site design.

Business services means establishments primarily engaged in rendering services to business establishments on a fee or contract basis, such as advertising and mailing; building maintenance, employment service; management and consulting services; protective services; equipment rental; leasing and financial services.

Campground means a plat of ground designated for two or more sites for temporary occupancy within tents and/or recreational vehicles.

Canopy means a roof like structure of a permanent nature which may project from the wall of a building.

Carport means a roofed structure providing space for the parking or storage of motor vehicles and enclosed on not more than three sides.

Convention or Conference Center is a building or buildings containing exposition halls, exhibit halls, and facilities to house cultural or civic events, conferences, or conventions of political, industrial, fraternal, commercial, trade, or other similar associations.

Cellar means a space having more than one-half of its height below grade and which may not be occupied for dwelling purposes.

Sec. 58-441. Parking requirements.

In all districts and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended or increased off-street parking stalls for all vehicles in accordance with the following:

- (10) *Required number of stalls.* The following parking standards shall be applied unless deviations have been specifically approved by the planning commission in accordance with section 58-441.
 - g. *Retail, entertainment and customer service establishments.* One space per 200 square feet of gross leasable area plus one space per employee, except as specifically set forth below:
 1. *Financial institutions.* One space per 300 square feet of gross leasable area plus one space per employee.
 2. *Funeral homes.* One space per three patron seats of maximum capacity or 35 spaces per chapel unit, whichever is greater.
 3. *Grocery stores or supermarkets.* One space per 100 square feet of gross leasable area.
 4. *Repair services.* One space per 300 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 5. *Restaurant, standard.* One space per 100 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 6. *Restaurant, fast food/carryout.* One space per 75 square feet of gross floor area plus one space per two employees for the work shift with the largest number of employees. Sufficient space shall be provided for a minimum of five waiting vehicles at each drive-thru.
 7. *Personal services.* One space per 200 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 8. *Convenience grocery store.* One space per 150 square feet of gross floor area. If associated with a gasoline station, gasoline pump parking shall be considered as parking stalls.
 9. *Taverns, dance halls, night clubs and lounges.* One space per 100 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 10. *Motor vehicle sales establishments.* Two customer parking spaces per salesperson for the work shift with the largest number of employees plus one employee parking space per employee (including salespersons) for the work shift with the largest number of employees.
 11. *Motor vehicle repair, maintenance and service stations.* Three spaces per indoor service bay plus one space per employee for the work shift with the largest number of employees.

12. *Animal hospitals.* Three patron parking spaces per doctor, plus one space per employee for the work shift with the largest number of employees.
13. *Shopping centers (gross leasable area of at least 30,000 square feet).* Five spaces per 1,000 square feet of gross leasable area.
14. *General merchandise stores.* Five spaces per 1,000 square feet of gross leasable area.
- 15. Convention or Conference Center - 1 space per 3 persons based on the occupancy load, plus 1 space per employee on the largest shift.**
- 16. Banquet or Reception Hall - 1 space per 3 persons based on the occupancy load, plus 1 space per employee on the largest shift.**

Sec. 58-295. B-2 community business district.

(e) *Conditional uses.*

- (1) Public uses including, but not limited to, post offices, schools and local governmental offices and facilities.
- (2) Restaurants and nightclubs.
- (3) Cultural activities including, but not limited to, museums, libraries and art galleries.
- (4) Public and/or private utilities, telecommunication installations, transmission and distribution lines, poles, and other accessories. Specific regulations related to wireless telecommunication installations shall be subject to this chapter. When a utility proposes a main inter-city transmission facility, the utility shall give notice to the city of such intention and of the date of hearing before the public service commission. Public and/or private utility installations less than three feet in height shall be subject only to City of Mequon staff approval and may be allowed subject to staff imposed conditions regarding, among other things, effective screening from public view with all season vegetation.
- (5) Churches, temples and synagogues.
- (6) Animal hospitals, veterinary clinics and kennels pursuant to the specific requirements set forth in division 11.
- (7) Wholesaling establishments.
- (8) Outdoor recreational facilities.
- (9) Automobile service facilities including, but not limited to, gasoline sale and automotive repair.
- (10) Motels and hotels.
- (11) Satellite dishes.
- (12) Warehouse and distribution facilities.
- (13) Car dealerships.
- (14) Research and development facilities.
- (15) Child day care facilities.
- (16) Light assembly or fabrication incidental to the principal use.
- (17) Structures in which shall be located only principal or conditional uses, as enumerated in subsections (c) and (e) above, but which are greater than 20,000 square feet, but not to exceed 40,000 square feet, in size and/or greater than two stories in height.

- (18) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on a vacant parcel which is non-conforming to the required base zoning district standards for minimum lot size or minimum lot width.
- (19) Fitness centers.
- (20) Indoor recreation and amusement facilities.
- (21) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on an improved parcel with an existing structure in which parcel, or improvement, or both, are non-conforming to any of the required base zoning district standards.
- (22) General merchandise stores subject to the following regulations:
 - The GLA of the use must be between 20,000 and 30,000 square feet.
 - The square footage of all uses classified as general merchandise stores shall not exceed 40 percent of the total GLA of a retail development.
 - Floor area dedicated to food related merchandise shall not exceed five percent of the total GLA of the general merchandise store.
 - The development in which the use is located shall be located along a secondary arterial and shall abut an interstate highway.
 - General merchandise stores located in an existing multi-tenant building shall be subject to building and site plan review.
- (23) Resale clothing and clothing accessories shall be subject to the following conditions:
 - The resale floor area shall not exceed 1,500 square feet.
 - All merchandise shall be displayed on permanent racks or shelving which may or may not be affixed to the floor or walls.
 - No outdoor display of merchandise.
 - All windows into the tenant space shall remain clear of merchandise or shelving unless approved by planning commission.
 - All interior walls and ceilings shall be finished with drywall or other city approved materials.
 - No sale of furniture or other household items.

(24) Banquet or Reception Hall.

(25) Convention or Conference Center.

Sec. 58-297. B-4 business park district.

- (e) *Conditional uses.* Conditional uses shall include, but not necessary be limited to, the following:
 - (1) Light manufacturing.
 - (2) Processing.
 - (3) Wholesaling.
 - (4) Distribution.
 - (5) Research and development.
 - (6) Printing and publication.

- (7) Warehousing.
- (8) Barbershops and beauty salons.
- (9) Bookstores.
- (10) Commercial child day care facilities.
- (11) Restaurants (not including fast food facilities).
- (12) Florists (not including greenhouses).
- (13) Gift shops.
- (14) Pharmacies.
- (15) Studios for photography, painting, music, sculpture, dance or other recognized fine art.
- (16) Automobile service facilities.
- (17) Satellite dishes.
- (18) Public and/or private utilities, telecommunication installations, transmission and distribution lines, poles, and other accessories. Specific regulations related to wireless telecommunication installations shall be subject to this chapter. When a utility proposes a main inter-city transmission facility, the utility shall give notice to the city of such intention and of the date of hearing before the public service commission. Public and/or private utility installations less than three feet in height shall be subject only to City of Mequon staff approval and may be allowed subject to staff-imposed conditions regarding, among other things, effective screening from public view with all season vegetation.
- (19) Theatres.
- (20) Structures greater than 40,000 square feet in size and/or greater than two stories in height.
- (21) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on a vacant parcel which is non-conforming to the required base zoning district standards for minimum lot size or minimum lot width.
- (22) Pet day-cares and kennels pursuant to the specific requirements set forth in division 11.
- (23) Fitness centers.
- (24) Development that includes a proposed modification to one or more standard district regulation applicable to the base zoning district and located on an improved parcel with an existing structure in which parcel, or improvement, or both, are non-conforming to any of the required base zoning district standards.

(25) Convention or Conference Center

Sec. 58-305. Ulao Creek Mixed Use Commercial (UCMU) district.

- (c) *Permitted, accessory and conditional uses.* Table 58-305-1, uses in the Ulao Creek Mixed Use Commercial district, lists all the permitted and conditional uses.

Table 58-305-1 Uses in the Ulao Creek Mixed-Use Commercial District

Land Use	Ulao Creek Mixed Use Commercial	Specific Development Standards Notes

Commercial		
Catering facilities	C	Use shall include a minimum 20 percent of building area to office and/or retail showroom and a minimum 20 percent of defined catering use. Use shall be a minimum of 3,000 square feet. An operational plan including hours, staffing, capacity, noise, safety and security regulations is subject to planning commission approval. The use may be subject to commissioning a traffic impact analysis and implementation of conditions of such.
Commercial greenhouse or plant nursery	P	May be a principal use or accessory to farmstead and dwelling and shall comply with section 58-236(c)(1). May include an indoor market and accessory structures. Operations, including annual, special or seasonal events, are subject to planning commission approval and may be subject to commissioning a traffic impact analysis and implementation of conditions of such.
<u>Convention or Conference Center</u>	<u>C</u>	<u>An operational plan including hours, staffing, capacity, noise, safety and security regulations is subject to planning commission approval. The use may be subject to commissioning a traffic impact analysis and implementation of conditions of such.</u>

Sec. 58-301. TC town center district.

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

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Office and Clinic:		
Office	P	
Medical clinics	P	

Financial institutions	P	✓
Institutional and Public Uses:		
Public libraries	P	
Public parks	P	
Public administrative offices and service buildings	P	
Performing arts school and studios of 2,000 square feet or less	P	
Public and private schools of 2,000 square feet or less	P	
Private lodges and clubs	C	
Community center	C	
Public parking facilities, non-accessory	C	✓
Residential Uses:		
Home occupations	P	
Artist's live/work units	P	✓
Multiple-family dwellings, eight units or less, if part of a mixed-use development	P	✓
Multiple-family dwellings, nine units to 16, if part of a mixed-use development* ¹	C	✓
Bed and breakfast	C	✓
Planned residential development	PUD	✓
Retail and Services:		
Stationary stores	P	
Antiques, collectibles, gift or florist stores	P	✓
Toy, hobby or game store	P	
Graphic design	P	
Interior design services	P	
Paint/wallpaper store	P	
Luggage and leather goods store	P	
Art supply, artistic studios or galleries	P	
Camera and photography supply store	P	
Music and musical instrument store	P	
Optical/vision center	P	
Dry cleaning and tailors	P	
Apparel and accessories/repair	P	
Photocopying, film development, printing and publishing, packaging store of 4,000 square feet gross floor area or less	P	
Video stores of 4,000 square feet gross floor area or less	P	
Bookstores and newsstands of 2,000 square feet gross floor area or less	P	
Home furnishings/accessories 4,000 square feet or less	P	
Bicycle repair and sales	P	
Computer and software store	P	
Electronic goods store	P	
Child daycare facilities and preschools	C	✓
Planned commercial development	PUD	✓
Salon and spas	P	
Sports and fitness centers of 3,000 square feet or less	P	
Farmers market	P	✓
Confectionary (chocolate, ice cream, candy) 2,000 square feet or less	P	
Specialty food stores	P	

Tobacco, cigar or nicotine product/e-cigarette shop 2,000 square feet or less	P	
Beer, wine or liquor store	P	
Convenience store w/o gas	C	
Grocery store	C	
Car wash facility	C	✓
Animal hospitals and veterinary clinics	P	✓
Banquet or Reception Hall - 8,000 square feet or less	C	
Food and Beverage:		
Catering services	P	
Bakeries, retail	P	
Coffeeshop of 2,000 square feet gross floor area or less	P	✓
Delicatessen of 2,000 square feet gross floor area or less	P	✓
Fast-food restaurant	P	✓
Sit-down restaurants, if part of a mixed-use development	P	✓
Nightclubs	C	
Town center breweries, micro-distilleries, micro-wineries	C	✓

P = Permitted uses.

C = Conditional uses.

PUD = Planned Unit Development.

*1 = excluding density bonuses per section 58-301(i)(2).

Sec. 58-302. AC arrival corridor district.

- (f) *Permitted and conditional uses.* Table 58-302-1, Uses in the Arrival Corridor District, lists all the permitted and conditional uses.

Table 58-302-1 Uses in the Arrival Corridor District		
Use	Arrival Corridor	Specific Development Standards
Office & Clinic:		
Office	P	
Medical clinics	P	
Financial institutions	P	✓
Institutional & Public Uses:		
Public parks	P	
Public administrative offices and service buildings	P	
Religious institutions	P	
Public or private schools	C	
Private lodges and clubs	C	
Performing arts school and studios		
Public parking facilities, non-accessory	C	✓
Residential Uses:		
Home occupations	P	
Artist's live/work units	P	✓
Bed and breakfast	C	✓
Multiple-family dwellings, eight units per one acre	P	✓

Multiple-family dwellings, nine units to 16* ¹	PUD	✓
Planned residential development	PUD	✓
Retail & Services:		
Stationary stores	P	
Antiques, collectibles, gift or florists	P	✓
Toy, hobby or game store	P	
Luggage and leather goods store	P	
Art supply, artistic studios or galleries	P	
Camera and photography supply store	P	
Music and musical instrument store	P	
Apparel and accessories/repair	P	
Video stores	P	
Bookstores and newsstands	P	
Home furnishings and accessories 4,000 sq. ft. or less	P	
Bicycle repair and sales	P	
Computer and software store	P	
Electronic goods store	P	
Furniture store	C	
Hardware store	C	
Garden store	C	
Drug store/pharmacy	C	✓
Planned commercial development	PUD	✓
Interior design services	P	
Graphic design	P	
Paint/wallpaper stores	P	
Optical/vision center	P	
Dry cleaning and tailors	P	
Child daycare facilities and preschools	P	✓
Animal hospitals and veterinary clinics	P	✓
Pet supply stores, pet grooming facilities and pet daycares	C	✓
Photocopying, film development, printing and publishing, packaging store	P	
Salon and spa	P	
Fitness center	C	
Indoor recreation and amusement facilities	C	
Theatres, live performances only	C	
Farmers market	P	✓
Confectionary (chocolate, ice cream, candy) 2,000 sq. ft.	P	
Specialty food stores	P	
Tobacco, cigar or nicotine product/e-cigarette shop 2,000 square feet or less	P	
Beer, wine or liquor store	P	
Grocery store	C	
Convenience store w/o gas	C	
Gas stations	C	✓
Gas stations with car wash	C	✓
Banquet or Reception Hall - 12,000 square feet or less	C	
Food & Beverage:		

Catering services	P	
Bakeries, retail	P	
Coffee shop	P	✓
Delicatessen	P	✓
Fast food restaurant, if part of a mixed-use building	P	✓
Sit-down restaurants	P	✓
Nightclubs	C	✓

P = Permitted uses.

C = Conditional uses.

*¹ = excluding density bonuses per section 58-302(i)(2).



draft

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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Wednesday, November 9, 2022 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall**

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:44 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Also present: City Administrator Jones, City Attorney Sajdak, City Clerk Fochs, Assistant City Administrator Schoenemann, Assistant Community Development Director Zader, Engineering and Public Works Director Lundeen, Finance Director Engroff, Police Chief Pryor, Deputy Director of Utilities Driscoll, Associate Planner Miller, press and interested public.

4) Convene as Appropriations Committee

The Common Council convened as the Appropriations Committee at 7:44 PM.

a) Approve Appropriations Committee meeting minutes of October 6, 2022

Motion to approve the Appropriations Committee meeting minutes of October 6, 2022.

Attachment: 11-09-22_draft minutes (7957 : Common Council meeting minutes of November 9, 2022)

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

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

b) Reconvene as the Common Council

The Appropriations Committee reconvened as the Common Council at 7:45 PM.

5) Public Hearings:

- a) **ORDINANCE 2022-1629** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Veterinary Clinics as a Conditional Use in the B-1 (Neighborhood Commercial) Zoning District; **Recommended by Planning Commission September 19, 2022; First Reading at Common Council October 11, 2022.**

1) Public Hearing

Motion to open the public hearing for **ORDINANCE 2022-1629.**

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

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

Motion to close the public hearing for **ORDINANCE 2022-1629.**

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

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

2) Consideration of ordinance

ORDINANCE 2022-1629 An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Veterinary Clinics as a Conditional Use in the B-1 (Neighborhood Commercial) Zoning District.

Motion to approve **ORDINANCE 2022-1629.**

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

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

- b) **ORDINANCE 2022-1631** - An Ordinance Adopting the Annual Budget and Appropriating Funds for the Operation of the Government and Administration of the City of Mequon for the Year 2023 and Levying for the Same; **Recommended by Appropriations Committee October 6, 2022; First Reading.**

1) Public Hearing

Motion to open the public hearing for **ORDINANCE 2022-1631.**

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

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

Motion to close the public hearing for **ORDINANCE 2022-1631.**

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

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

- 2) Consideration of ordinance (Potential waiver of rules related to second readings.)

ORDINANCE 2022-1631 An Ordinance Adopting the Annual Budget and Appropriating Funds for the Operation of the Government and Administration of the City of Mequon for the Year 2023 and Levying for the Same.

Motion to suspend the rules and take action on **ORDINANCE 2022-1631.**

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

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

Motion to approve **ORDINANCE 2022-1631**.

Council discussion ensued on the money budgeted for the Weyenberg Library, other uses for these funds, equitable funding from Mequon and Thiensville, and the history of library funding. Council decided to approve the budget as is, further consult with Library staff to gain answers to address Council's concerns about this budget and the American Rescue Plan Act (ARPA) funds, and then provide authorization to staff to disburse monies if Council recommends.

RESULT:	Approved by Roll Call Vote [6 to 2]
MOVED BY:	Alderman Hansher
SECONDED BY:	Alderman Parrish

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

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

7) **Public Officials' Reports:**

- a) Mayor: Mayor Nerbun announced that there will be a Veteran's Day celebration at the American Legion Hall on November 11th, from 11:00 am to noon. Winter Wonderland will take place on December 11th, from 3:30 - 6:30 pm in front of City Hall. Finally, Small Business Saturday is slated for November 26th. Be sure and support our local businesses.
- b) City Administrator: City Administrator Jones announced that Ozaukee County approved the 3-party agreement for the transfer of dispatch services starting January 1, 2023. All current dispatch personnel will still be employed, either reassigned at the Mequon Police Department or relocated to Ozaukee County. In addition, there will be a Special Election for Aldermanic District 8 on January 10, 2023. Nomination papers are available in the City Clerk's Office and must be submitted to the Clerk by 5:00 pm on November 15, 2022. If needed, the Primary for the Special Election will be held on December 13, 2022. Finally, presentations on the Compensation Analysis and the Lemke Park Pavilion design will also be presented at an upcoming Committee of the Whole.

8) **Consent Agenda:**

- a) Common Council meeting minutes of October 11 and October 27, 2022.
- b) Architectural Board meeting minutes of September 12, 2022.
- c) Economic Development Board meeting minutes of September 20, 2022.
- d) Festivals Committee meeting minutes of September 7, 2022.
- e) Finance-Personnel Committee meeting minutes of September 13, 2022.

- f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of September 22, 2022.
- g) Mequon Municipal Water Utility Commission meeting minutes of August 10, 2022.
- h) Planning Commission meeting minutes of September 19, 2022.
- i) Public Welfare Committee meeting minutes of September 13, 2022.
- j) Public Works Committee meeting minutes of September 13, 2022.
- k) Sewer Utility District Commission meeting minutes of September 13, 2022.
- l) Zoning Enforcement and Site Compliance Report through November 1, 2022.

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

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

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

m) Ordinance First Readings

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

- 1) **ORDINANCE 2022-1633** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Establishing Banquet Facilities as Conditional Uses in the B-2 (Community Commercial), TC (Town Center), and AC (Arrival Corridor) Zoning Districts, and Conference Centers as Conditional Uses in the B-2 (Community Commercial), B4 (Business Park) and Ulao Creek Mixed-Use Zoning Districts.

RESULT: **First Reading**

- 2) **ORDINANCE 2022-1634** - An Ordinance Approving Revenue and Expenditure Amendments to the City's General Fund Operating Budget for Fiscal Year 2022.

Consideration of Ordinance (Potential waiver of rules related to second readings.)

Motion to suspend the rules and take action on **ORDINANCE 2022-1634**.

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

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

Motion to approve **ORDINANCE 2022-1634.**

RESULT:	Approved by Roll Call Vote [7-1]
MOVED BY:	Alderman Mayr
SECONDED BY:	Alderman Hansher

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

- 3) **ORDINANCE 2022-1635** - An Ordinance Amending Chapter 10 of the Mequon Municipal Code, Specifically Section 10-55(a) of the Building Code, Related to Survey Requirements for a Building Permit.

Motion to suspend the rules and take action on **ORDINANCE 2022-1635.**

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

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

Motion to approve **ORDINANCE 2022-1635.**

City Attorney Sajdak stated that the recommendation from the Public Welfare Committee included one minor amendment to remove the word "new" in the first sentence of Section a) Survey. It should read "Any building permit application that involves a new building or structure, or exterior changes to the size of an existing building or structure, shall include a plat of survey."

RESULT:	Approved as Amended by Roll Call Vote [7-1]
MOVED BY:	Alderman Mayr
SECONDED BY:	Alderman Gierl

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

- 4) **ORDINANCE 2022-1632** - An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2023 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements.

Consideration of Ordinance (Potential waiver of rules related to second readings.)

Motion to suspend the rules and take action on **ORDINANCE 2022-1632.**

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

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

Motion to approve **ORDINANCE 2022-1632.**

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

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

9) Ordinances:

- a) **ORDINANCE 2022-1630** - An Ordinance Amending Section 2-216(10) of the Mequon Municipal Code, Increasing the Annual Carry-Over Limit for Paid-Time-Off Amongst Non-Represented Employees from 40 Hours to 80 Hours.

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

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

10) Resolutions:

- a) **RESOLUTION 3992** - A Resolution Approving the FY2023 Southern Ozaukee Fire & Emergency Medical Services Department Operating and Capital Budgets.

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

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

- b) **RESOLUTION 3993** - A Resolution Designating the Allocation of \$2,550,000 in Proceeds Received by the City of Mequon from the American Rescue Plan Act.

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

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

- c) **RESOLUTION 3994** - A Resolution Adopting the 2023 Compensation Plan for Non-Represented Employees.

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

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

- d) **RESOLUTION 3995** - A Resolution Approving an Engagement Letter for the Provision of Labor & Employment Legal Services with von Briesen & Roper, s.c., Madison, Wisconsin, During the Period January 1, 2023 - December 31, 2024.

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

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

- e) **RESOLUTION 3996** - A Resolution Authorizing Execution of the Fifteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051.

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

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

- f) **RESOLUTION 3997** - A Resolution Approving an Agreement for Municipal Prosecution Services with Houseman & Feind LLP, Grafton, Wisconsin, for the Period December 1, 2022 - December 31, 2024.

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

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

- g) **RESOLUTION 3991** - A Resolution Adopting the Fiscal Year 2023 Sanitary Sewer Utility Budget and Establishing the 2023 Sanitary Sewer User Fee Schedule.

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

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

- h) **RESOLUTION 3998** - A Resolution Rejecting the Bids for a Back-up Pumping System at Lift Station E (Ranch Road).

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

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

11) **Specified Unfinished Business From Prior Meetings:** None.

12) **Specified New Business:** None.

13) **Adjourn**

Motion to adjourn at 8:27 PM

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

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

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk



www.ci.mequon.wi.us

11333 N. Cedarburg Road
 Mequon, Wisconsin 53092
 Phone: (262) 236-2903
 Fax: (262) 242-9819

INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, October 10, 2022
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call

Present: Chairman Scott Reed

Members at Large: Paul Apfelbach, John Mikkelson, Michael Wade,
 Curtis Helm, Janet Ehn

Building Inspection Liaison: Kristine Hoeft

2. Meeting Minutes

Minutes from the September 12, 2022, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Representative Janet Ehn.
 Minutes were approved unanimously.

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 6 6:00 pm	New Single-Family Residence	George Friedman 10998 N. Oriole Lane Subd: N/A	Cont: Kingfogl Construction Arch: Kingfogl Construction
Moved to Table: <u>Mikkelson</u> Seconded by: <u>Apfelbach</u> Approved: <u>No - Tabled</u> Vote: <u>Unanimously</u> Conditions: Tabled for redraw. Suggestions include front elevation windows to be consistent throughout. Amendment: Approval for Early Start Permit for footings & foundation only. Move to Approve: Helm Seconded by: Wade Approved: Yes - Unanimously				
2)	Dist. 8 6:05 pm	New Single-Family Residence	Angela Alevizos 606 E. Juniper Court Subd: N/A	Cont: Balsitis Contracting Arch: Michael Langer
Moved to Approve: <u>Reed</u> Seconded by: <u>Ehn</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted.				
3)	Dist. 8 6:10 pm	Exterior Changes: Dormers/Windows	David & Melissa Barnett 10820 N. San Marino Drive Subd: Bonnie Lynn Highlands	Cont: Ruvin Bros. Artisans Arch: Ruvin Bros. Artisans
Moved to Approve: <u>Helm</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Unanimously</u> Conditions: Plans approved as submitted.				

Attachment: Arch Brd minutes_10-10-22 (7931 : Architectural Board meeting minutes of October 10, 2022)

4)	Dist. 1 6:20 pm	Exterior Changes/Addition: Porch & Dormers	Russell Barnet 13128 N. Fox Hollow Road Subd: N/A	Cont: Owner Arch: David Brust
----	--------------------	---	---	--------------------------------------

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

Conditions: Plans approved as submitted.

5)	Dist. 3 6:30 pm	New Single-Family Residence	Veridian Homes LLC 10614 N. Coneflower Court Subd: The Enclave	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
----	--------------------	--	--	--

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

Conditions: Plans approved as submitted with the following conditions:
 1. Add eyebrow return on left elevation
 2. Add eyebrow return on right elevation
 3. Add Board and Batton on right elevation gable (drawn on AB plans)

6)	Dist. 5 6:35 pm	New Single-Family Residence	Jonathan Wier & Gordon Wood 2030 W. Bonniwell Road Subd: N/A	Cont: Victory Homes of WI Arch: David Pluim
----	--------------------	--	--	--

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

Conditions: Plans approved as submitted.

7)	Dist. 7 6:40 pm	Re-Submittal for Exterior Changes to a New Single-Family Residence	Joe & Jill Kohli 9920 N. Range Line Road Subd: N/A	Cont: Mikkelson Builders Arch: Fred Dahms
----	--------------------	---	--	--

Moved to Approve: Reed

Seconded by: Wade

Recused: Mikkelson

Approved: Yes

Vote: Unanimously

Conditions: Resubmitted plans approved with the consistent use of stone on all four elevations.

4. Chairman Scott Reed made a motion to adjourn the meeting.
District Representative Michael Wade seconded the motion.

A vote was taken; vote pass unanimously.

Meeting adjourned at 6:40 p.m.



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

www.ci.mequon.wi.us

ECONOMIC DEVELOPMENT BOARD

Tuesday, October 25, 2022

8:00 AM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Board Member Timothy Carr
 Alderman Brian Parrish
 Board Member Dennis Engel
 Board Member Daniel Gannon
 Board Member Michael Kramer
 Board Member Jeff McLean
 Board Member Inge Plautz
 Board Member Bruce Sipiora
 Board Member Tracy Johnson -- **Absent**
 Board Member Andrew Petzold -- **Absent**
 Alderman Vacant Seat -- **Excused**
 Alternate Alderman Kathleen Schneider -- **Excused**

2) Approval of Meeting Minutes from September 20, 2022

Motion

Board member McLean made a motion to approve the meeting minutes from September 20, 2022.

Board Member Engle seconded the motion.

There was feedback regarding the Port Washington Road streetscaping to include the topic of burying the utility poles. In regards to the Spring 2023 event, it was suggested to include a display of TIF #4 and TIF #5 high priority sites during the event.

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

RESULT: **Approved with Amendments [Unanimous]**

MOVED BY: Board Member McLean

SECONDED BY: Board Member Engle

RESULT: Approve with Amendments {Unanimous}
MOVED BY: Board Member McLean
SECONDED BY: Board Member Engel
AYES: Carr, Parrish, Engel, Gannon, Kramer, McLean, Sipiora
ABSENT: Johnson,
DEEMED NO: Schneider

3) Business Park #2 Status and Potential Business Park #3 location

Dir. Tollefson showed a map of possible future industrial land use areas; specifically the corridor of County Line Road and Wausaukee Road. She described the surrounding areas and that the uses are primarily industrial uses. This area has been zoned for rural 5-acre lots which is not the appropriate zoning given the proximity of so many neighboring industrial uses. She explained there is a large critical environmental feature to the north of this area.

Dir. Tollefson discussed another vacant area of the city, south of Donges Bay Road, east of Wauwatosa Road. Nearby features include Lilly Lane Nature Preserve, made up of wetlands and critical environmental area. There have been two proposed residential developments in this location in the past year. From a land use perspective and the surrounding context, staff believes this location makes sense as a residential land use.

At the same time, a conservation subdivision was proposed and approved, east of Huntington Park; at the corner of Swan Road, south of Donges Bay and north of County Line. The project is currently pursuing the sewer service boundary and connection to public water. The City Water Utility needs to work with the City of Milwaukee regarding the number of connections along County Line Road as there is an agreement in place limited to two connections, a third connection is being requested.

Dir. Tollefson concluded that there is merit to the location at the southwest corridor of the city as a better fit for future industrial zoned land uses. She also commented that due to its sequestered location, additional uses that are not currently allowed in the Business Park may be acceptable in this location.

There was some discussion regarding the sewer system availability and the capacity in the southwest corridor. Ald. Parrish stated that the comprehensive land use plan allows for other locations in the city to be used for these types of uses. He commented that not every green space needs to be residential area and the city does not want too much population growth. The infrastructure provides more opportunities.

Dir. Tollefson stated that it is good for staff to be able to get ahead of some of the policy decisions in order to best guide interested developers.

4) TID#4 & #5 Incentive Policy

Asst. Dir. Zader stated that the proposed incentives were sent to the Common Council in July and they recommended some modifications:

- Do not want to incentivize the demolition of Ferrante's or Sobelman's as they want to keep those buildings intact.
- Do not support the open-endedness of the priority uses and they requested a list of uses to review (either a list of prohibited uses or a list of allowable uses considered high-priority).
- Made a request for a sunset provision on incentives to encourage quicker development.

Other changes made:

- Tier 1 (single-site redevelopment) and Tier 2 (combine 2 sites for 5% and 10% incentive) is basically the same Fast-Track Formula that has been used.
- Tier 3 is only for the high priority uses for the high-priority sites (except 2 mentioned buildings). Triggers 15% incentive and allows 15-year term to be passed but maxed out at TIF closure (currently 17 years).
- Tier 4 is a brand new incentive based on the two restaurants. It evaluates the site repair and rehab that would need to be done. The incentive is based solely on that amount. 15% plus that amount back. Limited to max closure but have the ability to ask for a cash incentive to make up the shortfall between the full payment amount and the max closure amount; determined by the Board.

He explained that the costs for the Port Washington Road improvements is higher than originally anticipated, currently around \$800,000. There is approximately \$1.6M in cash in these two districts. There are funds to cover any shortfall that may occur. He commented that there is some flexibility and overlap within the tiers.

There was some discussion about controlling the uses eligible for certain incentives and acknowledged that zoning will help with this. It was agreed that it may be easier to construct a list of prohibited uses. The Board was extremely positive and provided support for the work done by staff.

Staff explained that the Council wants to approve the incentive program at the same time as any zoning approvals. Staff is aiming for approvals early in 2023 to be showcased at the Spring Event.

5) Spring Economic Development Event

There was discussion regarding who the target audience should be. It was commented that there has been a lot of attention on Town Center and it is important for the focus of the event to be on Port Washington Road and what is happening next. It was suggested that M7, commercial developers and potential businesses be a target audience and the goal is to highlight the promotional efforts and new tools available. Dir. Tollefson suggested that highlighting all the new rooftops throughout the city represents the residential consumer power of the local

community. A suggestion of story maps of before and after be on display at the event.

6) Staff Updates

Dir. Tollefson updated the Board on the following projects:

- Aleska Learning Center obtained an extension to their CUG and will be operational by the end of the year.
- 10500 N. Pt. Washington Rd proposed a text amendment for conference center, banquet hall and catering facilities. This will go to Common Council for a first reading in November.
- Brixmor is planning to meet with City staff in a few weeks to tour the site and discuss what can happen there; especially regarding the north end.

7) Announcements

The next meeting is Tuesday, November 28, 2022 at 8:00 a.m.

8) Adjourn

Motion

Board member Kramer made a motion to adjourn the meeting.

Board Member Engle seconded the motion.

A voice vote was taken; vote passed (7-0)

The meeting adjourned at 9:30 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, October 19, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. September Meeting Minutes

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

MOVED BY: Committee Member Liljegren

SECONDED BY: Committee Member White

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

3) Election of Chair and Vice Chair

After a brief discussion, Chair Nerbun agreed to stay in her role for one more year and nominated Committee Member White to be the Vice-Chair. Committee Member Liljegren motioned to approve and Committee Member Hohn seconded. It was approved by voice acclamation.

4) Taste of Mequon Recap

The Committee discussed the survey results and other suggestions/feedback received from Taste of Mequon. They agreed with getting a larger tent for the main stage, more of a band shell. They didn't necessarily think all vendor tents needed to be white, but maybe put a flag or balloons on each tent to give uniformity. They agreed to look into what other festivals did in regard to beer pricing. Other suggestions were dog bowls, a cooling tent with misters, a bike rack, better signage for bathrooms, more bathrooms, more trash cans in children's area, a nicer welcome tent, more organized check-in/check-out, putting artists in children's area, no one exiting until 9:30, odd/even dismissal, children's area staying open later, adult bags tournament earlier in the day, only 1 vehicle allowed per vendor (get license plate number beforehand and mail parking pass), having face painter longer, and shifts for Committee members.

5) Budget Update

6) Winter Wonderland

a. Map

The Committee decided to move the ice sculpture where the bounce house was and move the bounce house across the street.

b. Cookie Options

The Committee selected Julie's Blue Ribbon Cookies. Chair Nerbun moved to approve her quote for \$350 and Committee Member Liljegren seconded. The quote was approved by voice acclamation.

c. Ornament Station

Chair Nerbun moved to approve the ornament quote and Committee Member White seconded. The quote was approved by voice acclamation. They agreed to approve up to \$750 for Beyond the Design LLC to add ribbon and beads.

d. Gingerbread Bounce House

e. Ice Sculpture Photo-Op

Chair Nerbun moved to approve the ice sculpture and Committee Member Hohn seconded. The estimate of \$550 was approved by voice acclamation. The Committee also voted to have Committee Member White spend up to \$300 on ornaments and decor for the Isham Day House.

f. Holiday Story Contest

g. Choirs

h. Publicity

The flyer will be ready for distribution at the next meeting.

7) Next Meeting Date and Time

A. November 16 at 6:30pm

The Committee will tour the Isham Day House at the next meeting.

8) Adjourn

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

Respectfully Submitted,

Carrie Enea
Executive Assistant



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

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, October 11, 2022

6:15 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Mayor Andrew Nerbun
Alderman Brian Parrish
Alderman Robert Strzelczyk
Alderman Glenn Bushee -- **Absent**

Also present: William Jones, City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Kimberly Tollefson, Community Development Director, Caroline Fochs, City Clerk and Justin Schoenemann, Assistant City Administrator.

2) Approve Meeting Minutes

a. September 13, 2022 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES: Parrish, Strzelczyk

ABSENT: Bushee

3) License Applications

a. October, 2022 licenses

RESULT: **Approved as Amended [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Strzelczyk

AYES: Parrish, Strzelczyk

ABSENT: Bushee

4) Vouchers Paid

a. September 2022 Vouchers Paid List

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

5) Ordinances

a. **ORDINANCE 2022-1630** An Ordinance Amending Section 2-216(10) of the Mequon Municipal Code, Increasing the Annual Carry-Over Limit for Paid-Time-Off Amongst Non-Represented Employees from 40 Hours to 80 Hours

Assistant Administrator Schoenemann stated this is simply a policy change and would not affect the City financially.

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

6) Resolutions

a. **RESOLUTION 3984** A Resolution Approving a Town Center Business Loan in the Amount of \$25,000 Between Bank Five Nine and Mammoth Fitness, for a Fitness Center Located at 6400 West Mequon Road

Community Development Director Tollefson stated this program has been used one other time in the past with Ruby Tap and the expansion of their outdoor dining area. Mammoth Fitness is using the loan for building improvements and equipment purchase. This is different than any Revolving Loan Fund of TIF incentive. This is a program that other communities use in conjunction with Bank Five Nine. The bank works with municipalities on specific objectives the City would like to accomplish and they develop a loan program geared towards meeting those objectives. This is a conventional, private loan between the bank and business entity. The City is not loaning any of its money for this program. The City is acknowledging that the use of this loan does meet the City objectives. The Economic Development Board did approve this on September 20.

Alderman Parrish voiced his concerns on the longevity of a gym of this nature as well as the noise it would generate. Director Tollefson stated the building where this business is located does not have any residential component to it.

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

AYES: Parrish, Strzelczyk
ABSENT: Bushee

- b. **RESOLUTION 3985** A Resolution Disallowing the Claim of Kay-Xiong Yang Dated September 16, 2022

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

AYES: Parrish, Strzelczyk
ABSENT: Bushee

7) Information Items

a. Finance & Personnel Work Plan

Alderman Parrish asked if reviewing the library's budget and internal workings would come to this Committee. Mayor Nerbun suggested it can start at Finance - Personnel.

Administrator Jones told the Committee that Dana Investment Advisors would be at the next meeting to give an update on the City's investment portfolio and to plan on a longer meeting time.

8) Adjourn

A motion to adjourn was made at 6:29 PM by Alderman Strzelczyk, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director



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



www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, October 13, 2022
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

Chair Azinger called the meeting to order at 9:00 a.m.

Present:

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

Absent:

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

2. Approval of Meeting Minutes

September 22, 2022 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Maciolek

SECONDED BY: Commissioner Heinritz

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

3. Resident Communications

Chair Azinger acknowledged that no residents were in attendance.

4. Discussion/Actions Items

a. Master Plan Scope of Services: Schedule Update and Full Review

Assistant City Engineer McCraw reviewed the new project schedule, walking the board through the process and highlighting the changes made to the draft since the last meeting.

Commissioner Holyoke mentioned that Request for Proposal was on the agenda at the Village of Thiensville's meeting last Monday night and Thiensville approved the issuance of the RFP.

Director of Public Works/City Engineer Lundeen suggested that although all members of this board should score the consultants, a small group should represent the board during the interview process. Chair Azinger agreed that a small group of three representatives makes sense and asked for volunteers. It was determined that representation within the group should include Commissioners of both communities. It was agreed that Commissioners Maciolek, Doornek, and Liegeois would be present at the consultant interviews on December 13, 2022.

Chair Azinger noted the timeline of the scheduled December meeting and the date of the interviews, asking if the December 8th meeting should be pushed out to occur after the interviews have taken place. This would allow the board to discuss the interview results. Director of Public Works/City Engineer Lundeen suggested moving the December meeting to the 15th for final consultant selection and then move the January meeting to the 5th so the recommended award would coincide with the current City meeting schedule. This schedule change was put to a vote.

Motion to Approve Changes to the December & January Meeting Schedule

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Holyoke
SECONDED BY: Commissioner Heinritz

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

b. Mequon Strategic Plan Article Discussion - "A road map for Mequon's future" from News Graphic 8/9/2022

Chair Azinger began the discussion of the August 8th article that outlined five elements of Mequon's strategic plan and no mention of bicycle or pedestrian facilities. Azinger advised that the strategic plan is in place and if the board wants bicycles and pedestrians to be recognized, we should keep pushing forward. Commissioner Maciolek agreed, stating that the mention of capital improvements is where he felt the bicycle and pedestrian facilities recommendations fit. Commissioner Liegeois also agreed, noting that it also fits into public safety. Commissioner Doornek expressed that he felt the Board should be promoting bicycle and pedestrian usage and safety and it was missing from the article. Liegeois mentioned that other various groups, such as the historical and horticulture groups, also were not specifically mentioned in the article, that it wasn't just bike and pedestrian safety. Commissioner Heinritz agreed with Doornek, that some mention of bike and pedestrian facilities should have been

included. Director of Public Works/City Engineer Lundeen reminded the Board that the purpose of this group, at least by ordinance definition, is to insert themselves into all of those processes, such as the strategic plan workshop and meetings, and advocate for the group. Azinger stated that he felt the Board was doing well and should stay the course. If there are any upcoming meetings pertinent to the group, they should try to attend.

c. Next Door Thread Discussion

Chair Azinger informed the Board that Next Door is a form of social media based on locality that has neighborhood thread discussions based on geographical areas.

Azinger advised that he concluded from reading the thread discussion that no one knows what to do with this and that it has been a problem for a long time, to the extent that people actively and intentionally do not stop at Mequon Road. Nobody knows what the rules are, or law is, or if intent is the correct application. The whole discussion started over the signage. How are you supposed to read all the signs? Azinger feels that the Board should not take a position one way or another on this topic because they should not provide any interpretation of the law.

Commissioner Wade asked if there was a date set for when crossing is supposed to be changed to the Danish crossing. Director of Public Works/City Engineer Lundeen stated that they are still trying to have the project bid by the end of the year with a January 2023 award. Some of the goals of the project, that we hope would address at least some of the issue, that there would be traffic signal at Weston with full crosswalks. Anyone that is uncomfortable with a mid-block crossing where there isn't a full stop, would be able to go to Weston where there would be a controlled stop. It would have pedestrian countdowns as well and would be the primary crossing. The Danish crossing would include an advanced flashing beacon on both sides that would only go off when pedestrians are present to help eliminate sign blindness.

5. Other Business

Commissioner Heinritz asked for an update regarding the erosion control issue on the North end of the trail. Assistant City Engineer McCraw advised that it should have been addressed. Commissioner Maciolek said that he had been in the area recently and that it looked like it had been swept and looked much cleaner.

Chair Azinger asked Director of Public Works/City Engineer Lundeen who owns, controls, or manages the Swan path from the top of the hill down to Donges Bay. Lundeen advised the City does. Azinger has been talking with a group about privately partnering with the maintenance of it to get it repaired, as it is in need of TLC. He asked if a private group could assist with basic maintenance and crack filling. Lundeen advised that the City would want to look at what work is being proposed and have control over the maintenance. She advised that Assistant City Engineer would be the private group's primary contact to talk about what they would like to do.

Commissioner Holyoke mentioned that at the County Board level, they have a matching grant to do the OIT Northern section. Andrew Struck mentioned they could include Cedarburg and Grafton, or they could include the whole county. Holyoke advised he is going to push for them to include the whole county.

6. Adjourn

Motion to Adjourn at 10:05 AM

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

MOVED BY: Commissioner Maciolek

SECONDED BY: Commissioner Heinritz

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

Respectfully Submitted,

Kris Leach



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

www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, October 17, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair Andrew Nerbun
Alternate Gregg Bach
Alternate Bruce Barnes
Commissioner Dan Gentges
Alternate Joe Goldberger
Alderman Brian Parrish
Commissioner John Stoker
Commissioner Martin Choren - **Absent**
Commissioner Stephanie Hawley - **Absent**
Commissioner Rick Lemke - **Absent**
Commissioner James Schaefer - **Absent**
Commissioner Rebecca Schaefer - **Absent**

a) Approval of Minutes from September 19, 2022

Motion

Commissioner Bach made a motion to approve the September 19, 2022, meeting minutes.
Commissioner Goldberger seconded the motion,
A voice vote was taken; vote passed (6-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregg Bach, Commissioner
SECONDER:	Joe Goldberger, Commissioner
AYES:	Nerbun, Bach, Barnes, Goldberger, Parrish, Stoker
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R. Schaefer

2) Public Hearing

- a) Donges Bay LLC. The applicant is seeking conditional use grant extension approval to allow for a daycare center previously approved on June 28, 2023, for the property located at 1415 W. Donges Bay Road (Aleska Learning Center).

Motion

Commissioner Stoker made a motion to open a public hearing
Commissioner Barnes seconded the motion.
A voice vote was taken; vote passed (6-0)

No Public Comment.

Motion

Commissioner Bach made a motion to close the public hearing.
Commissioner Goldberger seconded the motion.
A voice vote was taken; vote passed (6-0)

Planner Miller stated that this is a request for an extension for a previously approved conditional use grant (“CUG”). CUG’s must commence within 12 months of approval and due to unforeseen circumstances the daycare was unable to do so. She explained that the applicant has addressed several site issues and that there are not any changes to the business operations as previously approved and staff recommends approval of the extension.

Motion

Commissioner Bach made a motion to approve the CUG extension per staff recommendations.
Commissioner Goldberger seconded the motion.

Alderman Parrish made a friendly amendment to modify condition 9(a) in the CUG that public hours of operation begin at 7:00 a.m.
This friendly amendment was accepted.

A roll call vote was taken; vote passed (6-0)

3) Regular Business

- a) Noffke Roofing Company, LLC. The applicant is seeking reconsideration to a previously approved condition from September 19, 2022, to allow for a modification to the driveway gate material for the property located at 10341 N. Granville Road.

Motion

Ald. Parrish made a motion to reconsider this item.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (7-0)

Planner Miller stated this is for a reconsideration of one of the conditions from the previous approval made on September 19, 2022. The applicant would like a reconsideration of the required gate material due to the fact that the uncoated gate has already been installed. Additionally, there is an increased cost associated with the recommended black vinyl coating.

The gate will be partially obscured from the road when open due to a row of evergreen trees located on the south side of the driveway but will be visible when approaching from the north. The applicants narrative suggested that the galvanized gate is more visible at night when entering the driveway. The applicant communicated that a similar gate is located down the street from his property. The applicant does not object to any of the other conditions of approval.

Mayor Nerbun stated that the gate has already been installed and it is mostly obscured by evergreens.

The Commission provided feedback that although the vinyl finish is usually more desirable, that it is not necessary at this location due to similar fences in the area.

Motion

Commissioner Goldberger made a motion to approve the galvanized gate without any changes. Commissioner Bach seconded the motion.

A roll call vote was taken; vote passed (6-1) (No: Mayor Nerbun)

RESULT:	APPROVED [6 TO 1]
MOVER:	Joe Goldberger, Commissioner
SECONDER:	Gregg Bach, Commissioner
AYES:	Bach, Barnes, Gentges, Goldberger, Parrish, Stoker
NAYS:	Nerbun
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R. Schaefer

- b) Wade Weissmann Architect for Alevizos. The applicant is seeking specimen tree removal approval to allow for new home construction for the property located at 606. E. Juniper Court.

Parks and Forestry Superintendent Gies stated that the applicant is razing a home which would impact 2 specimen trees; an 11-inch Burr Oak and a 19-inch White Cedar, both located to the northeast corner of the existing home. Staff approves the requested tree removals based on both the impact of the razing due to proximity as well as the proximity of the new construction.

He did comment that in the staff memo there are some areas of concern on this property:

- In front of the garage to the west of the house, there is a 47-inch Burr Oak. It is about 16-feet from the corner of the garage. The applicant is not requesting that it be removed but staff is very concerned about it being negatively impacted. This is a true legacy Oak, approximately 250 years old.
- There are 4 trees on the north side of the property that are also of concern.

These concerns have been shared with the builder. The main concern is that normal protection processes are not possible in this location (minimal of diameter x 1). The footprint of the proposed house is much larger than the previous house and there is concern for the underground roots and construction impact. There are small margins for movement of construction traffic on

site and there will be a lot more hard surface on the parcel.

The applicant stated they will work with an arborist on some selective pruning and air spading for excavation around the garage and they will make every effort to preserve and protect the trees on the property. The applicant understands that the trees are a significant contribution to the property. They commented that they have a restricted buildable area due to constrictions of the bluff set back and the configuration of the trees. They expressed the desire of the homeowner to maintain all the trees on site besides the two approved for removal.

Per Commission request, Forestry Superintendent Gies pointed out the trees of concern on the site plan. There was some discussion about processes that would aid in the protection of the existing trees on site. It was recommended that the applicant hire an arborist to work with forestry staff.

Motion

Commissioner Bach made a motion to approve removal of the two specimen trees identified and that the applicant shall hire an arborist to work with City Forestry staff to formulate a plan prior to construction to preserve the 5 trees of concern.

Ald. Parrish seconded the motion.

Commissioner Goldberger made a friendly amendment to add “reasonably possible”.
The friendly amendment was accepted.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED WITH CONDITIONS [7 TO 0]
MOVER:	Gregg Bach, Commissioner
SECONDER:	Brian Parrish, Alderman
AYES:	Nerbun, Bach, Barnes, Gentges, Goldberger, Parrish, Stoker
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R. Schaefer

- c) Ideal Property Management for PJJ 11124 LLC. The applicant is seeking minor request approval for a Christmas tree lot for the property located at 11120-11140 N. Cedarburg Road (Riversite).

Planner Miller stated this request is for a temporary use for a Christmas tree lot at the Riversite shopping center. The lot would operate between November 14th to December 31st between the hours of 9:30 a.m. – 8:00 p.m. and 2-3 employees would be on site. The lot would sell trees, wreaths, and other holiday decorations. The applicant is also proposing to have other activities besides sales such as an ice carving demonstration and live reindeer.

This property is located in the Town Center zoning district. The site plan shows that 30 parking stalls would be blocked off as well as a portion of the drive lane. A 4-foot tall plastic fence will contain the sales area and there will be mini florescent lights, wood poles and barrel anchors covered in burlap. Staff concerns include the 8’ x 20’ sq. ft. office trailer that would be parked near the intersection facing Cedarburg Road, the amount of parking spaces blocked and the

blocked drive lane for the existing businesses. Staff reminded the Commission of the tremendous amount of funds and effort to revitalize this area and to hold parcels in the Town Center to a higher standard of design. Staff believes that the plastic fencing and the office trailer will detract from the appearance of this intersection. Staff recommends denial of the temporary use and recommends other locations in the community that are more conducive to this type of use.

The applicant, Richard Gasso, stated that he has been running this business for many years in different communities. He feels that this is a well-received festive community attraction. He understands the high standards of the zoning district and feels that his lot brings a sense of community and an unique and wonderful experience.

There was discussion that the Optimism Club sells trees every year on the corner across the street by the high schoolers. The applicant agreed that the trailer and the space could be reduced as some of the Commissioners believe too much space is requested to be used and it creates driving hazards in that parking lot. Staff believes the traffic flow would be negatively affected and the traffic visibility impacted by the trailer on the corner is a concern.

Staff suggested that there are some locations of vacant properties on Port Washington Road that would be a more suitable location for this use. Typically temporary uses are approved at staff level but staff felt that Planning Commission should be involved given the traffic issues and special events.

Motion

Commissioner Stoker made a motion to table the item and to have the applicant work with staff to overcome the traffic concerns and to ensure all the tenants of the shopping center have been notified about this proposed use. The applicant can resubmit this proposal at a different location without Commission approval.

Commissioner Goldberger seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	TABLED [7 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Joe Goldberger, Commissioner
AYES:	Nerbun, Bach, Barnes, Gentges, Goldberger, Parrish, Stoker
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R. Schaefer

- d) Manuel and Kathryn Rosado. The applicant is seeking certified survey map approval to allow for a redivision of 3 lots for the property located at and adjacent to 1746 W. Eleanor Place.

Planner Miller stated that this is a redivision of four lots, which are all approximately 1/3-acre and are non-conforming to the R-4 district standards. The lots are located to the east and north of W. Eleanor Place in the Riverdale Park subdivision. The redivision will create two lots; one which is currently vacant and proposed to be 1/3 acre and another lot which contains an existing home proposed to be approximately 1/2-acre and is legal non-conforming due to several setback issues. She explained that the combination of lots will improve the non-conformity of the home

and the lots but will not eliminate the non-conforming status. Staff recommends the proposed CSM according to the conditions listed in the staff report.

The applicant, Manuel Rosado, stated that he agrees with all the conditions.

Motion

Commissioner Bach made a motion to approve the CSM.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	Gregg Bach, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Bach, Barnes, Gentges, Goldberger, Parrish, Stoker
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R.Schaefer

- e) GROTH Design Group, Inc. The applicant is seeking building and site plan amendment, landscape plan, specimen tree removal approval and fill permit for 15,174 C.Y. to allow for an expansion of the school and add an accessory structure for the property located at 10729 W. Freistadt Road.

Planner Miller stated that the proposal is due to increased enrollment and the applicant is proposing a 63,000 sq. ft. addition to the school and church, construction of a 5,500 sq. ft. standalone maintenance building, a parking lot expansion and possibly removing an existing single-family home to allow for the expansion. The building is proposed to have an exterior of split-stone masonry and brick veneer with metal paneling and trim that matches the existing structure.

The gymnasium exterior will have cream-colored precast insulated panels that match the existing stone veneer on the church. Metal canopies will be constructed over entryways on the west side of the south elevation and on the east elevation of the addition. The grade on the site slopes down to the west and a retaining wall will be constructed of stone and a decorative metal railing. Rooftop mechanicals were not shown to be screened but are required to be screened from view. The highest peak will be 42-feet tall and is compatible with the existing structure.

The maintenance building is proposed to be clad with traditional vertical siding and will include three overhead garage doors. The façade materials of the building do not match the principal structure. Material for the doors and color of the siding and door was not provided in the plan. As a condition of approval, staff recommends a three-foot wainscot accent of brick veneer be incorporated on all four sides of the structure and that the color of the siding and overhead doors match the principal structure.

The site plan shows the removal of the existing parking lot and the home along Granville Road as well as the creation of pick-up and drop-off areas. Parking calculations have been provided in

the staff report with 130 required stalls and the proposed plan showing 197 parking stalls, including nine ADA compliant stalls. Staff has concerns about the turning radius of the pick-up/drop-off area drive and the potential to create excessive queuing into the main drive lane given the relatively short driveway distance.

Planner Miller explained that a lighting plan was submitted but it is missing several items needed for staff to evaluate but staff will work with the applicant on these items. The landscape plan submitted was reviewed by the landscape consultant and based on his review, staff recommends the listed plant schedule quantities need to be updated to what is shown on the plan and that the plan meet the street tree requirements.

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

There was discussion from the Commission and the school principal about the car line formation, queuing and number of parents picking up students. The onsite well was discussed and whether a new one would be required.

Motion

Commissioner Goldberger made a motion to approve per staff recommendations.

Commissioner Gentges seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	Joe Goldberger, Commissioner
SECONDER:	Dan Gentges, Commissioner
AYES:	Nerbun, Bach, Barnes, Gentges, Goldberger, Parrish, Stoker
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R. Schaefer

- f) Gerald Nell, Inc. for Roettgers Company. The applicant is seeking a consultation to allow for a car wash to be added to an existing gas station for the property located at 11155 N. Wauwatosa Road (Mobil).

Asst. Dir. Zader stated that this request is for a consultation for the existing gas station to add a car wash. This is a B-1 zoned property and gas stations are not permitted in the B-1, which makes this property a non-conforming use. There is a section in the code that allows for the expansion of a non-conforming use; under an exempted use. It is similar to a conditional use grant.

The car wash would be located in the back of the property and would be relatively small with only one bay. It is a very tight site and the proposed plan would allow for the queuing of 5 vehicles with a sharp turn to pull out. Some parking from the back of the property would be relocated to the front. The code requires 15 parking stalls for the C-store and the pump aisles are included in the parking count.

The applicant wanted a consultation before submitting a formal plan for feedback from the Commission on whether this proposal would be a desired use for the community. There are many improvements on site that would be required, such as:

- Landscaping
- Additional lighting
- Better striping
- Relocation of the parking in the front.

Asst. Dir. Zader commented that this property has been a gas station for a while and will most likely not change or be redeveloped. The Commission needs to decide if a more intense use with the car wash is acceptable or if it should remain status quo.

The applicant commented that all the equipment will be located inside the building. They also added that there will be one vacuum lane and that a vacuum already exists on site.

The feedback from the Commission was supportive of the car wash being added. There was some concern about queuing and blocking the entranceways, a suggestion of additional signage was made. A decibel reading was also suggested.

g) Lakeside Development of Mequon, LLC. The applicant is seeking development agreement amendment regarding the installation of sidewalks for the property located immediately east of 11050 N. Weston Drive (Residence at Foxtown).

Asst. Eng. McCraw stated that this is a request for development agreement (“DA”) amendment regarding the installation of the sidewalks at the Residence at Foxtown. The language suggested by the applicant was to eliminate the requirement currently in the DA that requires a block-wide basis rather than piece by piece sidewalk installation. This request was made by the applicant back in February and March of 2021 and at that time staff and the Commission agreed to allow sidewalk installation after final plat which is not the normal process. Due to the uniqueness of the proximity of the homes and the manner in which they are being installed, staff and the Commission allowed for the installation of the sidewalks after final plat if it was installed on a block-by-block basis. He explained that this would help avoid hazards as well as different aged concrete with different appearances over time.

Asst. Eng. McCraw stated that the sidewalk has been installed in sections which is a violation of the DA. Additionally the City Water staff has communicated that many of the curb stop water shut offs for each of the buildings have possibly been damaged during construction. Staff is working to determine if all the shut offs need to be replaced or just some of them. This would have a negative impact on the sidewalks that have already been poured. Staff recommends denial of the proposed language from the applicant.

Asst. Dir. Zader showed the site plan and explained what sidewalks have been poured and the current conditions, including some discoloration of different sections of the sidewalk. He explained that the Commission needs to decide whether to amend the DA to allow for the piece-by-piece installation or what should be done with the non-conforming existing pours.

The applicant, Tom Zabjek, stated that he feels that the DA is flawed because this project is unique and never done previously in the city. He talked through some of the different building processes for this development and he explained that there is an issue with the irrigation meter system. He has been working with City Water services regarding this issue.

Asst. Dir. Zader explained that staff has communicated with City Water and there seem to be faulty valves and if the valves need to be replaced the sidewalks will need to be torn out and replaced.

A Commissioner commented that the sidewalks are not aesthetically appealing due to some discoloration.

Asst. Dir. Zader stated that there are different concerns with each row:

- Middle Block (#10-#18): Staff recommends leaving the sidewalk as is until all the units are built and then if there is damage, rip out the entire sidewalk and repour it.
- South Block (#19-#23): Staff recommends waiting as there are only 3 more units to build. The sidewalk, which is already poured, can be torn out in front of #23 because the valve will most likely need to be repaired there.
- North Block (#1 - #9): Staff recommends either keeping it as is, even though there is discoloration or rip it all out and repour. There may be valve issues there which will cause more issues with the sidewalk.

The Commission acknowledges that this is a difficult predicament with many considerations. It is complicated by the issue of a shared sidewalk for multiple residents. It was commented that damaged areas of the sidewalk should be able to be replaced without ripping out the entire sidewalk.

Asst. Dir. Zader reminded the Commission that this issue has been requested by the applicant twice before, vetted by the Commission and the request has been previously denied. Staff believes that having gravel as a temporary use is more appropriate than the sidewalk patching. The Commission has agreed the previous two times this was appealed.

Asst. Eng. McCraw stated that City Water has plans to evaluate all the valves to determine which ones need to be replaced.

Motion

Commissioner Goldberger made a motion to table the item so that more information from City Water regarding the assessment of the valves can be determined to better assist the Commission in making a decision about the sidewalk pours.

Commissioner Stoker seconded the motion.

Asst. Dir. Zader stated that the DA amendment was recommended due to the development being non-compliant which triggered additional building permits from being issued. Now that the applicant has submitted the amendment and appeared before the Commission, staff will not hold up any building permits and no additional sidewalks shall be installed during this time.

Commissioner Goldberger temporarily rescinded his motion and Commissioner Stoker seconded.

Ald. Parrish stated that he does not believe the north block (#1-#9) should not be ripped out as the DA will need to be amended. He commented that going forward the applicant should comply with the DA.

Commissioner Goldberger re-instated his motion to table this item and Commissioner Stoker seconded.

A roll call vote was taken; vote passed (7-0)

RESULT:	TABLED [7 TO 0]
MOVER:	Joe Goldberger, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Bach, Barnes, Gentges, Goldberger, Parrish, Stoker
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R. Schaefer

4) Policy

- 1) Text Amendment to allow for Banquet Facilities and Conference Centers in the B-2 zoning district

Asst. Dir. Zader stated that this was requested by the property owner in the building north of Life Storage on Port Washington Road. The building is currently under construction and the applicant inquired about the ability to have a banquet facility at this location. Staff communicated that the use is not currently allowed in the B-2 zoning district. Subsequently the applicant submitted the text amendment request to allow banquet facilities and conference centers in the B-2 zoning district.

Staff reviewed this for the entire city and determined that those are two distinct and separate uses and they may be appropriate in some zoning districts and not in others. The definition of a banquet facility as opposed to conference center was included in the packet.

A conference center is based on exposition halls and exhibits such as cultural civic events and conferences. A banquet facility hall is an entertainment venue for receptions and similar events. Staff determined that the B-2 zoning district would be beneficial for both types of uses. Additionally, the following changes are recommended:

- | | | |
|--------------------|-------------------|--------------------------------|
| • B-2 | Both Uses | Conditional |
| • B-4 | Conference Center | Conditional |
| • Ulao Creek | Conference Center | Conditional |
| • Town Center | Banquet Facility | Conditional/8, 00 sq. ft. max |
| • Arrival Corridor | Banquet Facility | Conditional/12,000 sq. ft. max |

If recommended by the Commission, this will go to the Common Council for a first reading and a public hearing. Final action would be taken in December.

Motion

Commissioner Stoker made a motion to recommend approval of this text amendment to the Common Council.

Commissioner Goldberger seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Joe Goldberger, Commissioner
AYES:	Nerbun, Bach, Barnes, Gentges, Goldberger, Parrish, Stoker
ABSENT:	Choren, Hawley, Lemke, J. Schaefer, R. Schaefer

5) Announcements

The next meeting is Monday, November 21, 2022, at 6:00 p.m.

6) Adjourn

Motion

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (7-0)

The meeting concluded at 8:00 p.m.

Respectfully Submitted,

Jac Zader



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

www.ci.mequon.wi.us

Office of the City Administrator

PUBLIC WELFARE COMMITTEE

Tuesday, October 11, 2022

5:45 PM

Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
Alderman Mark Gierl
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, Assistant Community Development Director Zader, City Planner Miller, and Executive Assistant Enea.

2) Approval of Meeting Minutes

a. September Meeting Minutes

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

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Gierl

AYES:	Mayr, Gierl, Schneider
--------------	------------------------

3) Discussion Items

a. Text Amendment to Chapter 10, Building Code, Specifically 10-55(a), Related to Survey Requirements for a Building Permit

City Planner Miller presented the survey text amendment as a way to reduce project delays. Currently, every project submitted to the City needs to have a survey that is less than one year old. It is being proposed that if an existing survey is accurate to the property, then it does not have to be redone. The Community Development Department can tell if a survey is accurate by using GIS. The Committee agreed that this was a good idea cost and timewise for residents and will vote on it next month.

b. An Ordinance Amending to Chapter 2 of the Mequon Code of Ordinances Related to Electronic Attendance at City Meetings

The Committee had a short discussion regarding their amendments made at the last meeting to allow Common Council members to attend virtually three times/year, Volunteer Committees could attend virtually four times/year, and staff and consultants could attend virtually as needed. Since 24-hour notice is required by law for open meetings, the Committee agreed not to make any other changes.

c. Nuisances Ordinance Amendments

City Attorney Sajdak began the discussion by saying how the nuisance ordinance could be more stream-lined with definitions and sending repeat offenders straight to court rather than following penalty steps. The Committee also discussed times and days of the week being more specific, such as with construction. Also, when an ordinance is changed, it should be published in the Weekly Bulletin so that residents are aware. The Committee recommended for Community Development staff to look at the current ordinance to see what should be changed and to clarify what violations should go to the Director of Community Development rather than the Police Chief or Common Council.

4) Work Calendar

1. Nuisance Ordinance
2. Senior Discount at Pool

5) Adjourn

Alderman Gierl moved to adjourn at 6:29 P.M. and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Thursday, October 27, 2022

7:00 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Commissioner Andrew Nerbun
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Glenn Bushee -- **Excused**
Commissioner Robert Strzelczyk -- **Excused**
Vacant Seat -- **Excused**

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

2) Approval of Meeting Minutes

- a. Sewer Utility District Commission - Regular Meeting - Sep 13, 2022, 7:15 PM

Moved by Commissioner Schneider, seconded by Commissioner Parrish to approve the minutes from September 13, 2022, 7:15 PM. Motion approved by voice acclamation.

3) Consent Agenda

- a. **RESOLUTION 3987** A Resolution Authorizing Execution of a Sanitary Service Deferral Agreement for the Property Located at 8813 West Mequon Road

The commission took Resolution 3987 and 3986 up together.

- b. **RESOLUTION 3986** A Resolution Authorizing Execution of a Sanitary Service Deferral Agreement for the Property Located at 13120 North West Shoreland Drive

The commission took Resolution 3987 and 3986 up together.

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

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

4) Discussion Items

- a. Lift Station E - Replacement Site Selection and Preliminary Cost Estimate

Discussion ensued about the challenges of finding a site that was appropriate in terms of engineering and accessibility of the land. The intent would be to keep the connection to the pedestrian pathway on one side of the structure and access for Sewer Utility Vehicles on the other side. The discussion concluded in consensus that staff proceed with the design to replace Lift Station E in the City right-of-way extended north of the dead end to Laguna Drive outside of the floodplain.

- b. A Resolution Rejecting the Bids for a Back-up Pumping System at Lift Station E (Ranch Road)

Staff is looking for direction from the Commission to either award the contract for the back-up pumping system or to pursue other options. Back up pumping is needed in the event of a power fail at LS E, where anticipated replacement of a new lift station will take 24-30 months. Historically, power fails have occurred on transmission from each substation power feed, however not simultaneously. Commissioners expressed consensus to reject the bid to construct the Lift Station E back-up pumping system and directed staff to pursue other options.

- c. Discussion Regarding the Sanitary Sewer Utility Mill Rate

A motion was made to suspend the rules to take up item “4.c” before items “4.a”. and “4.b” Moved by Commissioner Parrish, seconded by Commissioner Schneider. Motion was unanimously approved by voice acclamation.

City Administrator Jones identified options for adjusting sewer tax rate to address future capital needs, that included self-funding, debt financing and a hybrid option. He identified that historically staff has approached sewer levy as not subject to tax levy limits because it is not considered a ‘covered service’ by levy limits, and that the Sewer Utility enabling Ordinance was adopted in 1996 and specified SUDC funding via Levy & User Charges. The current sewer levy includes MMSD capital charges in addition to debt Service & capital funding. City

Administrator Jones indicated that Finance Director Engroff will identify options and advised that additional discussion be brought back on this item to the Commission in the first quarter of 2023.

Finance Director Engroff presented options that included a reduction of the sanitary tax rate by \$0.03 per \$1,000 assessed based on the tax levy limit, where that would result in \$129,000 (7.2%) decrease in Capital funding. In addition, due to the capital funding decrease, an increase in user charges and fees could offset that. To offset that an increase to the quarterly rate by \$3.00 from \$75.00 to \$78.00 (4%) and an increase to the volumetric rate by \$0.29 (4%) would restore capital funding by \$139,000.

Commissioner Mayr made a motion to set the sanitary tax rate at \$1.59 per \$1,000 assessed, the quarterly flat rate at \$78.00, and the volumetric rate at \$7.55 per 1,000 gallons. City Attorney Sajdak confirmed this motion can be addressed during the discussion item, and that it can be recommended for inclusion in the budget resolution.

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Hansher

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

ABSENT: Bushee, Strzelczyk

5) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3991** A Resolution Adopting the Fiscal Year 2023 Sanitary Sewer Utility Budget and Establishing the 2023 Sanitary Sewer User Fee Schedule

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

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Gierl

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

ABSENT: Bushee, Strzelczyk

6) Adjourn

- a. Motion to Adjourn at 7:54

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

MOVED BY: Commissioner Gierl

SECONDED BY: Commissioner Parrish

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

Respectfully Submitted,

Karen Schlereth
Administrative Secretary

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

Attachment: Code enforcement thru 12-01-22 (7965 : Zoning Enforcement and Site Compliance Report

	A	B	C	D	E	F	G	I	J	K	L
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO	
63	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022		1	NO	
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		1	NO	
66	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022		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	150850009002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022		EXTENSION	YES	
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		EXTENSION	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	YES	
84	3	140870708000	11625 N VEGA AVE	ROBERT MACKIEWICZ	PARKING	4/21/2022	4/28/2022		1	NO	
85	3	140881402000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022		1	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	YES	
89	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION	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	1 COMPLIANCE ACHIEVED
94	8	RENTAL	10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO	2 COMPLIANCE DATE NOT MET
95	2	EXEMPT	3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO	3 WAITING ON REPLY
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENCE	5/25/2022	6/18/2022		EXTENSION	YES	4 EXTENSION GRANTED
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022		1	NO	5 ISSUED TO CITY ATTORNEY OFFIC
98	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE STORAGE	5/25/2022	6/15/2022		EXTENSION	YES	6 SCHEDULED COURT DATE
99	3	140870504001	11733 N WAUWATOSA ROAD	DELORES FILLAFER	OUTSIDE MAINTENANCE	6/7/2022	7/5/2022		EXTENSION	YES	7 COURT RULING
100	4	140341600200	BAEHR AND COUNTY LINE/ NO ADDRESS	BILL FINE/COUNTY LINE HOLDINGS	PARKING	6/13/2022	6/29/2022		#5 CITATION 1	YES	8 PRETRIAL DATE
101	6	150570602000	1424 W ZEDLER LANE	ROSEMARY KOLLER	GRASS	6/15/2022	6/22/2022		1	NO	9 TRIAL DATE
102	8	151070412000	819 SIERRA LANE	VANN FAMILY TRUST	GRASS	6/15/2022	6/22/2022		1	NO	10 FINAL RULING
103	7	141510000500	9853 N RANGE LINE ROAD	CYNTHIS COAKLEY	OUTSIDE STORAGE	6/15/2022	6/29/2022		EXTENSION	YES	11 ALTERNATE PROCEDURE
104	5	151030214001	12707 N EAST SHORELAND DRIVE	GARMAN LIVING TRUST	PARKING	6/15/2022	6/29/2022		1	NO	
105	5	151030211000	12731 N EAST SHORELAND DRIVE	TED RUEHL	OUTSIDE STORAGE	6/15/2022	6/29/2022		1	NO	
106	4	140640202000	10811 N SHERWOOD DRIVE	CHARLES CONRAD	YARD WASTE BRANCHES	6/21/2022	6/28/2022		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		EXTENSION	NO	
109	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		EXTENSION	NO	
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSRIK	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	YES	
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 BONNIWELL ROAD	RAVI NARAYAN OR SOWMYA SUBRAMANIAN	POOL FENCE	8/11/2021	8/26/2022		EXTENSION	YES	
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	11633
119	6	XXXXXXXXXX	NORTH SHORE ESTATES	DEBRA NEWELL PRESIDENT	OUTSIDE STORAGE	7/14/2022	8/5/2022		EXTENSION 10/31/22	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	L
123	1	XXXXXXXXXX	HIGHLANDS LOT 8	KINGS WAY HOMES	OUTSIDE MAINTENANCE	7/22/2022	7/29/2022		#5 CITATION 1	NO	
124	4	140270201500	6836 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/15/2022		4	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		EXTENSION	YES	
127	8	XXXXXXXXXX	10930 N PORT WASHINGTON ROAD	MEQUON PAVILIONS	FLAGS	7/22/2022	7/29/2022		1	NO	
128	2	140820210001	3015 W SHOLES DRIVE	THOMAS OR CAPTOLA BACHER	2 SHEDS	8/11/2022	9/11/2022		EXTENSION	YES	
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		4	YES	
131	8	RENTAL	10806 N PORT WASHINGTON ROAD	NORTH SHORE BANK	BANNER	8/19/2022	8/25/2022		1	NO	
132	6	RENTAL	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO	
133	6	RENTAL	1505 W MEQUON ROAD	FAYE'S MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO	
134	6	RENTAL	1505 W MEQUON ROAD	THE LEMON TREE	FLAGS	8/19/2022	8/25/2022		1	NO	
135	6	RENTAL	1515 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	8/25/2022		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	1550 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	YES	
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	EIECTRIC 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	FILL 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		EXTENSION	YES	
149	6	RENTAL	1339 W MEQUON ROAD	REMAX LAKESIDE	WALL SIGN	9/8/2022	10/28/2022			YES	
150	5	151010106001	12658 N SHORELAND PARKWAY	NANCY TOLOCKO	DECK	9/13/2022	12/14/2022		BOARD OF APPEALS	YES	
151	5	150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	PARKING	9/13/2022	9/23/2022		EXTENSION	YES	
152	5	150970019000	12648 N RIVER FOREST CIRCLE	JOHN OR JULIE HENNINGS	OUTSIDE MAINTENANCE	9/13/2022	9/27/2022		EXTENSION	YES	
153	8	EXEMPT	10370 N WILWOOD COURT	OZAUKEE WASHINGTON COUNTY LAND TRUST	OUTSIDE MAINTENANCE	9/14/2022	10/14/2022		1	NO	
154	3	RENTAL	7160 W DONGES BAY ROAD	WARREN BARNETT INTERIORS	CONDITIONAL USE GRANT	9/20/2022	10/4/2022		#5 CITATION 1	YES	
155	6	1501904000400	11743 N PORT WASHINGTON ROAD LOT 1	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		EXTENSION	NO	
156	6	1501904000500	11743 N PORT WASHINGTON ROAD LOT 2	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		EXTENSION	NO	
157	6	1501904000600	11743 N PORT WASHINGTON ROAD LOT 3	SHELY 2012 IRREVOCABLE TRUST	GRASS	9/22/2022	10/7/2022		EXTENSION	NO	
158	6	RENTAL	1550 W MEQUON ROAD	FIFTH-MAIN	MONUMENT SIGN	9/29/2022	10/13/2022		EXTENSION	YES	
159	8	150740120000	317 E CIRCLE ROAD	JEFFREY OR JENNIFER PARULSKI	PARKING	9/29/2022	10/13/2022		#5 CITATION 1	YES	
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	DAYALUV COSMETICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			NO	
162	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 135	EMBRACE YOUR FACE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			YES	
163	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101E	CEDAR CREEK MASSAGE	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			YES	
164	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 106A	JANET HALONEN-ACUESTICS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			YES	
165	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 108	DRAGON FLY MEDITATION AND WELLNESS	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			YES	
166	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 101	THERPUTIC MASSAGE AND WELLNESS CENTER	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			YES	
167	6	RENTAL	11431 N PORT WASHINGTON ROAD SUITE 212	WYNTER CO. BEAUTY	CONDITIONAL USE GRANT	10/5/2022	11/14/2022			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		EXTENSION	YES	
171	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSRIK	OUTSIDE MAINTENANCE	10/6/2022	11/10/2022		EXTENSION	YES	
172	6	150310101100	10355 N PORT WASHINGTON ROAD	CLARK GAS STATION	OUTSIDE MAINTENANCE	10/12/2022	11/12/2022		CITATION #1	YES	
173	1	140200600700	10505 W FREISTADT ROAD	HERMAN OR SANDRA STERN	PARKING	11/19/2022	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		EXTENSION	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		EXTENSION	YES	
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			YES	
180	5	150920201000	11404N PINEHURST CIRCLE	US BANK	OUTSIDE MAINTENANCE	10/27/2022	11/27/2022			YES	
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			YES	
183		151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE MAINTENANCE	1/19/2022	5/30/2022		# 5 CITATION 1	YES	

Attachment: Code enforcement thru 12-01-22 (7965 : Zoning Enforcement and Site Compliance Report

	A	B	C	D	E	F	G	I	J	K	L
184		151200017000	11633 N LAKE SHORE DRIVE	BARBARA PFAFF	OUTSIDE STORAGE	1/19/2022	2/9/2022		EXTENSION	YES	
185		140030300200	14015 N CEDARBURG ROAD	WHITE RABBIT RESTAURANT	MONUMENT SIGNS	11/9/2022	11/23/2022		EXTENSION	YES	
186		150191602200	1400 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES	
187		150191602300	1350 W MEQUON ROAD	CONCORD 37 LLC	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES	
188		150320700200	10000 N PORT WASHINGTON ROAD	PARK AVENUE PLAZA OF MEQUON	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022			YES	
189		151850001000	1511 MARKET STREET	LAKESIDE DEVELOPMENT COMPANY	OUTSIDE MAINTENANCE	11/10/2022	12/2/2022		EXTENSION	YES	
190		150201101000	11300 N PORT WASHINGTON ROAD	(PNS) SCHMIDT MEQUON LLC	OUTSIDE MAINTENANCE	11/15/2022	12/16/2022			YES	
191		140501403003	10015 N RIVER ROAD	JEFF OR BETH ASTEMBORSKI	OUTSIDE STORAGE	11/17/2022	12/2/2022			YES	
192		140341100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	PARKING	11/17/2022	12/2/2022			YES	
193		140341100400	9716 N WAUWATOSA ROAD	ANDREW BERGMAN	OUTSIDE STORAGE	11/17/2022	12/2/2022			YES	
194		140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	PARKING	11/17/2022	12/2/2022			YES	
195		140340500800	10146 N WAUWATOSA ROAD	ROBERT PETZOLD JR	OUTSIDE STORAGE	11/17/2022	12/2/2022			YES	
196		140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	PARKING	11/17/2022	12/2/2022			YES	
197		140181300800	12031 N GRANVILLE ROAD	LINDENWOOD FARMS	OUTSIDE STORAGE	11/17/2022	12/2/2022			YES	
198		RENTAL	10840 N PORT WASHINGTON ROAD	TOBIN JEWELERS	BANNER	11/30/2022	12/8/2022			YES	
199		151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	BANNER/FLAGS	11/30/2022	12/8/2022			YES	
200											
201											
202											
203											
204											
205											
206											
207											
208											
209											
210											
211											
212											
213											
214											
215											
216											
217											
218											
219											
220											
221											
222											
223											
224											
225											
226											
227											
228											
229											
230											
231											
232											
233											
234											
235											
236											
237											
238											
239											
240											
241											
242											
243											



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

www.ci.mequon.wi.us

Office of Mequon Municipal Water Utility Commission

TO: Common Council
FROM: Jim Voigt, Director of Operations
DATE: December 13, 2022
SUBJECT: A Resolution Approving an Amendment to the Agreement Between the City of Milwaukee and the City of Mequon for the Purchase of Water at Wholesale, Concerning the Relocation of a Second Water Connection Point from Granville and County Line Roads to Swan and County Line Roads

Background

On May 10, 2022, the Mequon Municipal Water Commission approved sending a letter to the Milwaukee Water Works (MWW) requesting an amendment to the City's water service agreement. The existing water service agreement with MWW includes provisions for two water supply connections - an existing connection on County Line Road at Wauwatosa Road (North 76th Street) and a future connection at Granville Road (North 107th Street). Each connection has a maximum day water supply of 2.16 million gallons per day (MGD).

The Mequon Water Utility (MWU) requested that the agreement be amended to allow for a connection at either Granville Road (North 107th Street), or Swan Road (North 91st Street). On December 5, MWW sent the attached contract amendment changing the connection point to Swan Road (North 91st Street). In his response to our request, Pat Pauly, the MWW Utility Manager indicated: *"MWW prefers that the new connection location at N. Swan Road replace N. 107th Street, rather than using the "or" clause. We anticipate the (Milwaukee) Common Council approval process will be far simpler."*

Analysis

The Utility prefers the second connection at Swan Road vs. Granville Road. The location change will not only be a benefit to the proposed Swan Ridge development, but it will also allow a future water main extension to the Highlander Estates subdivision to the North, and future Central Growth properties to the East that would loop the second connection to the existing distribution system. A second connection to the existing distribution system will greatly increase the long-term water supply to the Utility and improve the overall reliability of the Utility's entire distribution system.

Fiscal Impact

None.

Recommendation

Staff recommends the Water Commission adopt a resolution to authorize this amendment to the agreement with the City of Milwaukee.

Attachments:

Milwaukee-Mequon Wholesale Water Agreement Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3999

A Resolution Approving an Amendment to the Agreement Between the City of Milwaukee and the City of Mequon for the Purchase of Water at Wholesale, Concerning the Relocation of a Second Water Connection Point from Granville and County Line Roads to Swan and County Line Roads

RECITALS

A. Both pending development and an analysis of existing utility infrastructure resulted in a review of the terms of the City of Mequon's existing contract for water service with the City of Milwaukee.

B. As a result, the Mequon Water Utility requested an amendment to the contract with the City of Milwaukee to modify the location of a second water service connection to Swan Road.

C. The Water Utility Commission at its meeting on December 13, 2022, endorsed staff's recommendation.

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

1. The City's existing agreement with the City of Milwaukee shall be amended as shown in the document attached as Exhibit A, such amendment is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun Mayor

Date Approved: December 13, 2022

I certify that the foregoing Water Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

Exhibit A

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
MILWAUKEE AND THE CITY OF MEQUON FOR THE PURCHASE OF
WATER AT WHOLESALE**

This Amendment to the Agreement between the City of Milwaukee and the City of Mequon for the Purchase of Water at Wholesale (“Amendment”) is made as of the ____ day of _____, 2023 (“Effective Date”) pursuant to Wis. Stat. §§ 66.0813(3)(b) and 66.0301 by and between the City of Milwaukee, operating as a water public utility (“Milwaukee”) and the City of Mequon, operating as a water public utility (“Mequon”).

WHEREAS, as of December 10, 2003, Milwaukee and Wisconsin Gas Company (d/b/a We Energies Water Services), operating as a water public utility (“We Energies”), executed an Agreement between the City of Milwaukee and We Energies for the Purchase of Water at Wholesale (“Agreement”); and

WHEREAS, We Energies entered into an Asset Purchase Agreement dated September 5, 2008 pursuant to which it agreed to sell the water system assets of We Energies Water Services to Mequon; and

WHEREAS, upon the sale of the water system assets to Mequon, We Energies assigned to Mequon all of its rights and obligations under the Agreement; and

WHEREAS, by letter dated December 18, 2008, authorized by Common Council Resolution No. 080850, adopted on December 16, 2008, the City of Milwaukee consented to the assignment; and

WHEREAS, under the Agreement, Milwaukee agreed to provide wholesale water service to Mequon at two identified connections: North 76th Street and County Line Road and North 107th Street and County Line Road; and

WHEREAS, Mequon currently receives wholesale water service at the North 76th Street and County Line Road connection and has not established the second connection at North 107th Street and County Line Road; and

WHEREAS, Mequon seeks to move the second connection with MWW to North Swan Road and West County Line Road; and

WHEREAS, by Resolution File No. _____ adopted on _____, 2023, the Common Council of the City of Mequon authorized this Amendment to the Agreement; and

WHEREAS, by Resolution File No. _____ adopted on _____, 2023, the Common Council of the City of Milwaukee authorized this Amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

1. Section I.(a) of the Agreement is amended to read:

I. Definitions

- (a) Adequate Water Service – Except as otherwise provided in paragraph II (i) of this agreement, unlimited, uninterrupted service of standard quality water as follows:

Location	Elevation (NGVD) (Center of Intersection)	Minimum Hydraulic Grade (NGVD)	Estimated Maximum Flow Rate (MGD)
N. 76 th St. and County Line Road	682	867	2.16 MGD (1,500 GPM)
N. Swan Road and County Line Road	743	892	2.16 MGD (1,500 GPM)

2. All terms and conditions of the Agreement not inconsistent with the terms of this Amendment remain in full force and effect.

**CITY OF MILWAUKEE, operating
as a Water Public Utility**

**CITY OF MEQUON, operating as a
Water Public Utility**

Mayor Cavalier Johnson

Mayor Andrew Nerbun

City Clerk, James R. Owczarski

City Clerk Caroline Fochs

COUNTERSIGNED:

COUNTERSIGNED:

City Comptroller, Aycha Sawa

Director of Finance and Treasurer

Approved as to form and execution:

Approved as to form and execution:

City of Milwaukee Assistant City
Attorney

Brian C. Sajdak
City of Mequon City Attorney

1048-2022-1141:281634



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: December 13, 2022
SUBJECT: ORDINANCE 2022-1636 An Ordinance Amending a Planned Unit Development (PUD) to Allow a Total of 10 Units for the Property Located Directly West of 11649 N. Port Washington Road

Background

The applicant is seeking a rezoning recommendation (PUD Amendment) for the property located immediately west of 11649 N. Port Washington Road. The overall development contains two multi-tenant buildings as part of Phase I and Phase II of the Lexington Square Office development, as well as Phase III which was approved for eight residential units (see attached Ord. 95-257A and 2018-1518). The current request is to increase the total number of residential units from eight to ten. According to the R-6 Zoning District, eleven residential units are permitted based on the lot size. The current request also includes a proposed storage structure that will contain equipment used to maintain the site.

Analysis

The concept plan shows a total of five buildings with two units in each building on the proposed 2.82-acre lot. The proposed 10-unit concept plan meets the density requirement of the R-6 District, which allows up to four units per acre and the overall open space requirement of 34.7% for the development as required by the existing PUD (2018-1518). The concept plan complies with all setback and offset requirements dictated in the R-6 Zoning District and the existing PUD.

The concept plan shows only one access on the north end of the parcel off Eastbrook Drive for Buildings 1 and 2, due to the proximity of the Aster Woods Circle intersection. This is a change from the previously approved plan, which allowed for two access points. There is a line of existing trees along the north end of the property that will be impacted by the new driveway. Staff will work with the applicant to determine if an alternative configuration can be achieved at this location that will mitigate impact to the trees, prior to preliminary plat and site plan approval. If a viable alternative cannot be achieved, staff will require replacement trees to screen the driveway. The shared driveway for Buildings 3-5 is located on the south end of the parcel off of West Eastbrook Drive. As required in the previous approval, the applicant will be required to shift the entrance to the south to avoid conflict with the existing median.

The current request also seeks to reduce the separation between buildings from 30 feet to 15 feet. The 30-foot requirement was required primarily for fire protection and was established prior to

obtaining accessibility to City water. The City's Building Code requires a minimum 10-foot separation for two-unit buildings without the need of fire-rated construction. Staff is supportive of the requested modification.

Fiscal Impact

The estimated project value is \$ 5,000,000 resulting in estimated annual tax revenue of \$70,000.

Recommendation

The Planning Commission recommended approval of the proposed ordinance amendment on November 21, 2022, by a vote of 8-0.

Attachments:

Exhibit A: Ord #95-857A (PDF)
Exhibit B: Ord # 2018-1518 (DOC)
Exhibit C: Zoning Map (PDF)
Exhibit D: Concept Plans (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1636

An Ordinance Amending a Planned Unit Development (PUD) to Allow a Total of 10 Units for
the Property Located Directly West of 11649 N. Port Washington Road

RECITALS

A. Section 62.23 of the Wisconsin Statutes grants the City broad legislative authority to regulate the development of land through zoning.

B. The Common Council previously granted a conditional use permit for an adjacent property and the owner wishes to amend the conditional use to add the subject parcels.

C. The Planning Commission by majority vote, adopted a recommendation to approve the rezoning request on the 21st day of November 2022.

C. Following a public hearing on January 10, 2023, and based upon the information provided by the applicant, the Common Council desires to rezone the subject property by amending the conditional use permit.

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

SECTION I

Following recommendation of the Planning Commission on the 21st day of November 2022, and after due notice and hearing by the Common Council of the City of Mequon on the 10th of January 2023, Ordinance #95-257A and Ordinance 2018-1518, which created a planned unit development zoning overlay, are hereby amended as follows:

Item #3 is amended to read: Phase III of this development shall allow for the development of ten (10) residential plex units.

Item #7 shall read: The residential development shall comply with the following conditions:

1. There shall be one driveway on the north side of the property to accommodate the four units in the north building.
2. The south access shall be moved further south to eliminate a safety concern with traffic coming from an existing median located on West Eastbrook Drive.
3. Common Council action on the rezoning and Land Use Plan amendment.
4. Lot 1 and Lot 2 shall meet an open space ratio of 34.7% and FAR of 30%.
5. The applicant shall make any technical corrections to the final CSM.

6. The entire property is subject to the City of Mequon Tree Preservation Ordinance.
7. Final staff review and approval of CSM.
8. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).
9. Final review and approval of site and architectural design by Planning Commission.
10. Compliance with all requirements of the R-6 Zoning District, and setback waivers granted by the Planning Commission on March 12, 2018, which allows for a 30-foot front setback.
11. Final Condominium Plat approval by Planning Commission and Common Council.
12. A total of five buildings (2 units for each building) are permitted.
13. There shall be no less than 15 feet separation between buildings.
14. Architectural design of residential buildings shall comply with the Architectural Review Board's "Guidelines for Residential Structures".
15. Any substantial change to the general concept plans illustrated in the attached exhibits shall require the review and approval of the Planning Commission.
16. Engineering Division review and approval of grading, drainage, sanitary sewer, water main, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
17. Approval of a stormwater management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
18. The south access point shall be approximately 50 feet south of the existing Eastbrook median.
19. Connection to the City sanitary sewer is required. Water connection shall adhere to the Mequon Water Utility Water Connection Policy.
20. Application for and approval of a City Filling and Excavating Permit.
21. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
22. As a condition of approval and issuance of the permit, the City Engineer will require in accordance with City Ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow/letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the stormwater management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the City to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

SECTION II

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

SECTION III

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

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

Published: _____

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 95-857A

To amend the map portion of the "Development Ordinance of the City of Mequon" (i.e., Chapter 3) and the zoning with respect to a 16.7 acre site identified as Parcel 1 of Certified Survey Map #1989 (located adjacent to the Eastbrook Estate Condominiums).

WHEREAS since 1993, the development of the subject parcel has been exhaustively reviewed and modified by the property owner to accommodate the ideas and preferences expressed by City planning staff and officials, and refined to decrease the density of use and overall size of the project, and to serve the spirit of zoning standards imposed after the inception of this proposed development plan, and architecturally to more fully harmonize with the surrounding neighborhood and adjacent residential area than such previously proposed plan, and

The current proposal, embodies the attributes of coordinated area site planning which is central to Planned Unit Development districts, in that:

it provides for diversified location of structures thereon, providing an efficient use of development area, yet allowing the enhancement of green space from pre-1993 levels dating back to the inception of this project in 1987;

it provides for efficiency and economy of design and implementation of improvements such as transmission facilities, drainage, water and sewer systems, and private roadways and driveways;

it maintains the spirit of land use density, technical zoning standards, and uses as set forth in the underlying zoning district, and as may be flexibly tailored in accordance with the Planned Unit Development and Conditional Use provisions of the Mequon Code of Ordinances;

NOW THEREFORE, THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION I. Following review and consideration by the Planning Commission on December 4, 1995, and after due notice and hearing by the Common Council of the City of Mequon on the 12th day of December, 1995, the City of Mequon district zoning map is hereby amended to entirely rezone Parcel 1 of certified survey map #1989 [See Exhibit A] as B-3 (LTD)(PUD) (i.e., Office and Service District, limited use retail, planned unit development) in accordance with attached Exhibits A through J, and subject to the following:

1. The LTD District and its uses shall be allowed only on the first floors of buildings identified as Phases I and II.
2. No LTD District conditional use customer access and/or signage shall be allowed along the south building elevation of Phase I.
3. There shall be no retail uses, including B-3 District retail uses, allowed in Phase III of this development.
4. Hours of operation for Limited Use District (LTD) retail uses shall be in accordance with the Limited Use District regulations except that Sunday hours of operation shall be allowed from 9:00 a.m. to 5:00 p.m., with a maximum of five (5) hours for any one use.
5. Final architectural, landscaping, lighting, and signage plans per Exhibits: B, C, D, E, F, G, H, I, and J, appended hereto shall be deemed approved by this Common Council action. Grading, drainage, erosion control, and other engineering plans are subject to Engineering Department approval.
6. Construction of all phases of this development shall be completed within 70 months of the effective date of this ordinance, or the developer must reapply for development approval for any portion which is incomplete, and shall be subject to contemporary zoning standards for any such remaining incomplete portion. Completion shall be deemed to have occurred as to each building when a permit for its occupancy shall have been issued. Any contiguous time period of more than thirty days during which circumstances beyond the control and not the fault of the developer shall halt construction or preparation therefore, shall not be counted against the 70 month time period.

SECTION II. To the extent that any existing ordinance contravenes any of the terms of this ordinance, this ordinance shall be controlling.

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

Approved:

James J. Moriarty

returned without
signature

Date Approved:

This is to certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin at a meeting held on the 12 day of Dec., 1995.

Published: 12/28/95

Republished 1/18/96

Louise M. Rzenkowski
Louise M. Rzenkowski, City Clerk

0958576/03FC12-20-95)

*idea to Advertising
at Mequon*

Attachment: Exhibit A: Ord #95-857A (ORDINANCE 2022-1636 : East Brook PUD Amendment)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2018-1518

An Ordinance Amending the City Zoning Code to Rezone the Property Located at 11649 N. Port Washington Road from B-3 (Office), LTD (Limited Use Overlay) & PUD (Planned Unit Development) to R-6 (Suburban Residential Attached), B-3 (Office), LTD (Limited Use Overlay) & PUD (Planned Unit Development), and Amending the City Land Use Plan from Office to Residential Plex & Office

SECTION I:

Following recommendation of the Planning Commission on the 12th day of March, 2018, and after due notice and hearing by the Common Council of the City of Mequon on the 8th day of May, 2018, Ordinance #95-257A, which created a planned unit development zoning overlay is hereby amended as follows:

Item #3 shall be amended and now read Phase III of this development shall allow for the development of eight (8) residential plex units.

Item #7 shall read the residential development shall comply with the following conditions:

1. There shall be two driveways on the north side of the property to accommodate the three units in the north building.
2. The south access shall be moved further south to eliminate a safety concern with traffic coming from an existing median located on West Eastbrook Drive.
3. Common Council action on the rezoning and Land Use Plan amendment.
4. Lot 1 and Lot 2 shall meet an open space ratio of 34.7% and FAR of 30%.
5. The applicant shall make any technical corrections to the final CSM.
6. The entire property is subject to the City of Mequon Tree Preservation Ordinance.
7. Final staff review and approval of CSM.
8. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).
9. Final review and approval of site and architectural design by Planning Commission.
10. Compliance with all requirements of the R-6 District, with the exception of setback waivers granted by the Planning Commission.
11. Final Condominium Plat approval by Planning Commission and Common Council.
12. A total of three buildings (3 units per building for two buildings and 2 units for one building) are permitted.
13. There shall be no less than 30 feet separation between buildings.
14. Architectural design of residential buildings shall comply with the Architectural Review Board's "Guidelines for Residential Structures".
15. Any substantial change to the general concept plans illustrated in the attached exhibits shall require the review and approval of the Planning Commission.

16. Engineering Division review and approval of grading, drainage, sanitary sewer, water main, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
17. Approval of a stormwater management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
18. There shall be a median aligned with the existing median at the south access. This driveway shall be stop sign controlled.
19. Connection to the City water and sanitary sewer is required.
20. Application for and approval of a City Filling and Excavating Permit.
21. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
22. The bearings on the CSM shall match the section line bearing.
23. The easements are required to be shown on the CSM including the sanitary sewer, water main, electric, storm and any access easements.
24. Proposed easement should be shown on the CSM and declaration documents recorded at the time of the CSM.
25. Engineering Division technical review and approval of the CSM is required.
26. As a condition of approval and issuance of the permit, the City Engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow/letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the stormwater management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the City to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

SECTION II:

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

SECTION III:

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

Approved by: Dan Abendroth, Mayor

Date Approved: May 8, 2018

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 8, 2018.

Caroline Fochs, City Clerk

Published: May 15, 2018

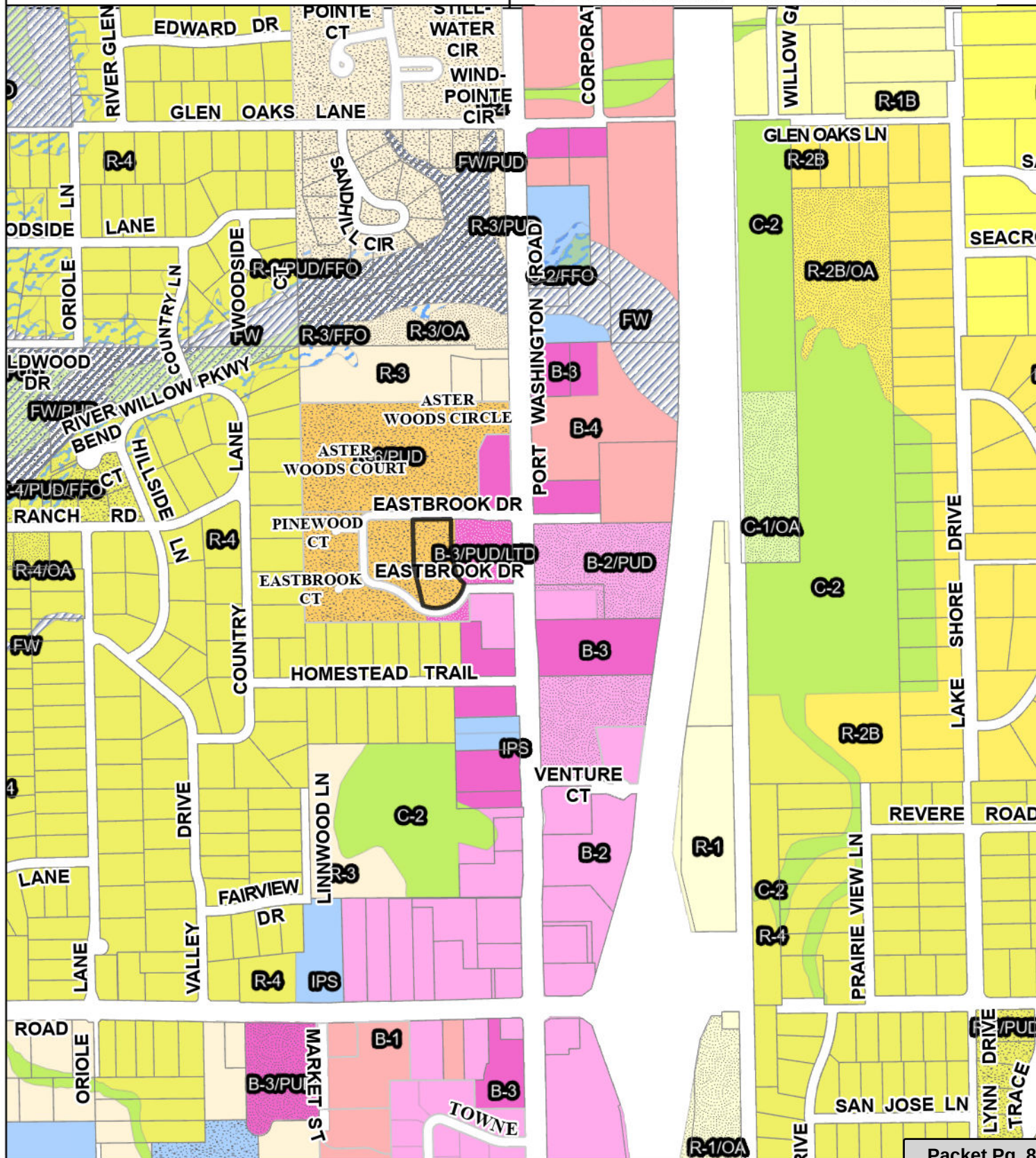
Attachment: Exhibit B: Ord # 2018-1518 (ORDINANCE 2022-1636 : East Brook PUD Amendment)

EAST BROOK DRIVE, LLC - REZONING RECOMMENDATION

AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

LTD Limited Use
NC Neighborhood Commercial
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 DU/Ac.)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

7.1.1.c



Attachment: Exhibit C: Zoning Map (ORDINANCE 2022-1636 : East Brook PUD Amendment)

WEST EASTBROOK DRIVE

WEST EASTBROOK DRIVE

WEST EASTBROOK DRIVE

WEST EASTBROOK DRIVE

NORTH PORT WASHINGTON ROAD
COUNTY TRUNK HIGHWAY "W"



GRAPHICAL SCALE (FEET)

0 1" = 30' 60'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1927). The east line of the Northeast 1/4 of Section 19, Township 9 North, Range 22 East has a bearing of N00°01'50"E as shown on Certified Survey Map No. 1969.

GENERAL NOTES

- Survey prepared for: 1520 LLC
- Field work completed on DECEMBER 7, 2017.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55089C0256F with an effective date of DECEMBER 4, 2007. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Contours are shown at a 1' interval based on actual ground survey of the current ground terrain. **Reference Benchmark:** Concrete monument with brass cap at the east corner of Section 19, Town 9 North, Range 22 East, Elevation = 671.93.
- Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20174806369 with a clear date of DECEMBER 4, 2017. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC, does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Underground 8" Water Main on site was NOT marked in the field because it was installed without tracer wire. The 8" Water Main information as graphically shown is based, in part, upon information furnished by the municipality and utility companies. While this information is believed to be reliable, its accuracy and completeness cannot be guaranteed nor certified to.

LEGEND OF SYMBOLS & ABBREVIATIONS

	SANITARY MANHOLE		FIBER OPTIC MARKER
	STORM MANHOLE		FIBER OPTIC MANHOLE
	STORM INLET		TELEPHONE PEDESTAL
	CLEANOUT		TELEPHONE MANHOLE
	CATCH BASIN		TELEPHONE MARKER
	LATERAL		TRANSFORMER
	UNKNOWN MANHOLE		ELECTRIC METER
	WELL		ELECTRIC MANHOLE
	HYDRANT		CABLE TV RISER/BOX
	WATER VALVE		CABLE TV MANHOLE
	DOWN SPOUT		GAS VALVE
	SPRINKLER VALVE		GAS METER
	WATER SHUT OFF		GAS MARKER
	STANDPIPE		AIR CONDITIONING UNIT
	WATER MANHOLE		VENT
	FLOOD LIGHT		DIRECTIONAL ARROW
	LIGHT POLE		DUMPSTER
	TRAFFIC SIGNAL		HANDICAP STALL
	UTILITY POLE		SPOT ELEVATION
	GUY WIRE		
	SIGN	CL.	=CENTERLINE
	MAIL BOX	CONC.	=CONCRETE
	FLAG POLE	EL.	=ELEVATION
	BASKETBALL HOOP	INV.	=INVERT
	BOLLARD	MON.	=MONUMENT
	CROSS CUT	P.O.B.	=POINT OF BEGINNING
	IRON PIPE	P.O.C.	=POINT OF COMMENCEMENT
	IRON REBAR/ROD	R.O.W.	=RIGHT OF WAY
	MAG NAIL	SEC.	=SECTION
	SECTION MONUMENT	SO. FT.	=SQUARE FEET
	BENCH MARK	W.	=WITH
	CONIFER TREE	(R)	=RECORDED AS
	DECIDUOUS TREE		
	BUSH		
	WETLAND SYMBOL		
	SANITARY SEWER		
	STORM SEWER		
	WATER MAIN		
	FIBER OPTIC LINE		
	TELEPHONE LINE		
	ELECTRIC LINE		
	OVERHEAD WIRES		
	CABLE TELEVISION		
	GAS MAIN		
	WETLANDS		
	TREE LINE		
	NO ACCESS		

LOCATION: 11649 NORTH PORT WASHINGTON ROAD

LOT 2 CSM 4070, BEING A PART OF THE SE 1/4 OF THE NE 1/4
AND THE NE 1/4 OF THE SE 1/4 SEC. 19, T9N, R22E,
CITY OF MEQUON, OZAUCKEE COUNTY, WISCONSIN

REVISIONS

PEG JOB No. 11649.00A

PEG PH. ASZ

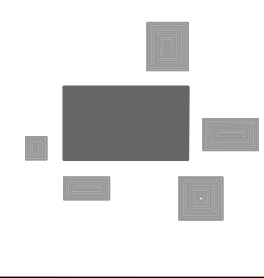
DATE 09/30/22

SCALE 1"=30'

SHEET 5 OF 12

© COPYRIGHT 2017

MASTER GRADING PLAN



PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888

CHICAGO | MILWAUKEE | NATIONWIDE



6404 West North Avenue
Milwaukee, Wisconsin 53213
(414) 291-0772 phone
www.galbraithcarnahan.com

CONSULTANTS:

MEQUON DUPLEXES

11649 NORTH PORT WASHINGTON ROAD MEQUON WI

Attachment: Exhibit D: Concept Plans (ORDINANCE 2022-1636 : East Brook PUD Amendment)

DRAWING ISSUE	DATE
ZONING CHANGE	10-10-22
SUBMITTAL	

PROJECT # 22.12

COVER SHEET,
RENDERINGS

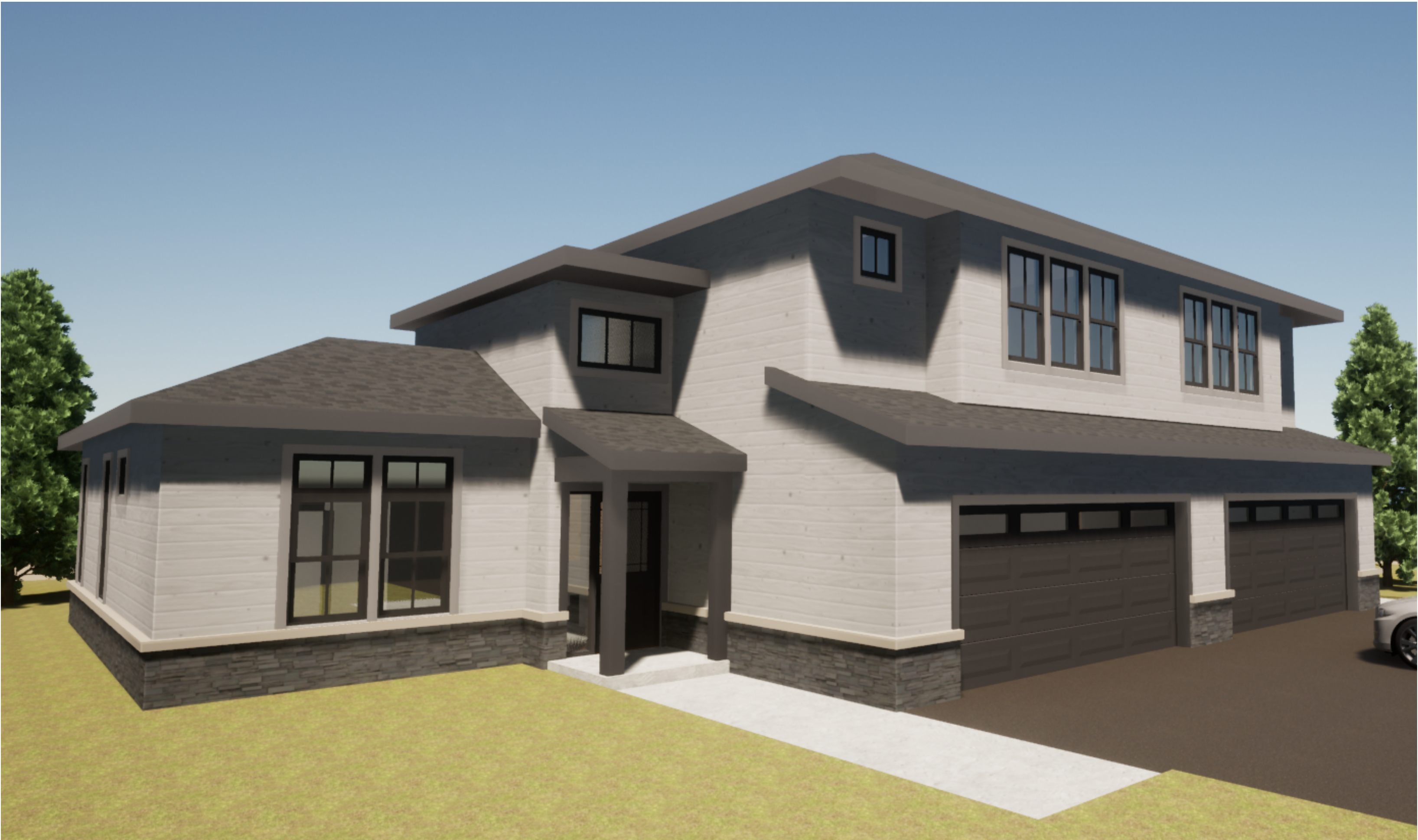
G100

MEQUON DUPLEXES

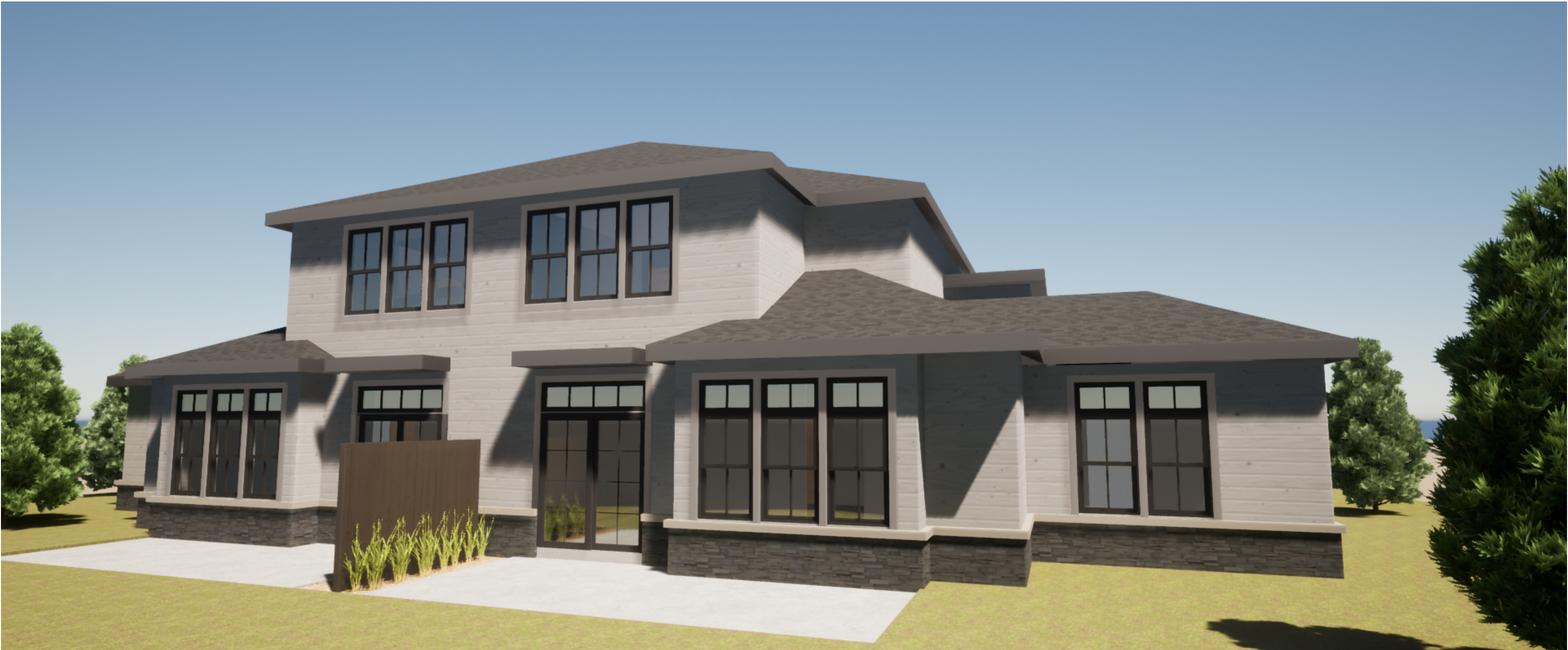
11649 NORTH PORT WASHINGTON ROAD
MEQUON WI

SHEET INDEX

ID	NAME
G100	COVER SHEET, RENDERINGS
C100	SITE PLAN
C101	GRADING PLAN



2 FRONT VIEW
G100 SCALE: 1:1.13



3 REAR VIEW
G100 SCALE: 1:1.56

LEGAL DESCRIPTION:

Lot Two (2) of Certified Survey Map No. 4070, recorded October 17, 2019 as Document No. 1084344, being a part of Parcel 1 of Certified Survey Map No. 1989, located in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

Tax Key Number: 15-019-04-012.00

GENERAL NOTES

- Survey prepared for: 1520 LLC
- Field work completed on DECEMBER 7, 2017.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55089C0256F with an effective date of DECEMBER 4, 2007. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Contours are shown at a 1' interval based on actual ground survey of the current ground terrain. **Reference Benchmark:** Concrete monument with brass cap at the east corner of Section 19, Town 9 North, Range 22 East, Elevation = 671.93.
- Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20174806369 with a clear date of DECEMBER 4, 2017. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC, does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Underground 8" Water Main on site was NOT marked in the field because it was installed without tracer wire. The 8" Water Main information as graphically shown is based, in part, upon information furnished by the municipality and utility companies. While this information is believed to be reliable, its accuracy and completeness cannot be guaranteed nor certified to.

LEGEND OF SYMBOLS & ABBREVIATIONS

	SANITARY MANHOLE		FIBER OPTIC MARKER
	STORM MANHOLE		FIBER OPTIC MANHOLE
	STORM INLET		TELEPHONE PEDESTAL
	CLEANOUT		TELEPHONE MANHOLE
	CATCH BASIN		TELEPHONE MARKER
	LATERAL		TRANSFORMER
	UNKNOWN MANHOLE		ELECTRIC METER
	WELL		ELECTRIC MANHOLE
	HYDRANT		CABLE TV RISER/BOX
	WATER VALVE		CABLE TV MANHOLE
	DOWN SPOUT		GAS VALVE
	SPRINKLER VALVE		GAS METER
	WATER SHUT OFF		GAS MARKER
	STANDPIPE		AIR CONDITIONING UNIT
	WATER MANHOLE		VENT
	FLOOD LIGHT		DIRECTIONAL ARROW
	LIGHT POLE		DUMPSTER
	TRAFFIC SIGNAL		HANDICAP STALL
	UTILITY POLE		SPOT ELEVATION
	GUY WIRE		
	SIGN	CL.	=CENTERLINE
	MAIL BOX	CONC.	=CONCRETE
	FLAG POLE	EL.	=ELEVATION
	BASKETBALL HOOP	INV.	=INVERT
	BOLLARD	MON.	=MONUMENT
	CROSS CUT	P.O.B.	=POINT OF BEGINNING
	IRON PIPE	P.O.C.	=POINT OF COMMENCEMENT
	IRON REBAR/ROD	R.O.W.	=RIGHT OF WAY
	MAG NAIL	SEC.	=SECTION
	SECTION MONUMENT	SQ. FT.	=SQUARE FEET
	BENCHMARK	W/	=WITH
	CONIFER TREE	(R)	=RECORDED AS
	DECIDUOUS TREE		
	BUSH		
	WETLAND SYMBOL		
	SANITARY SEWER		
	STORM SEWER		
	WATER MAIN		
	FIBER OPTIC LINE		
	TELEPHONE LINE		
	ELECTRIC LINE		
	OVERHEAD WIRES		
	CABLE TELEVISION		
	GAS MAIN		
	WETLANDS		
	TREE LINE		
	NO ACCESS		

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

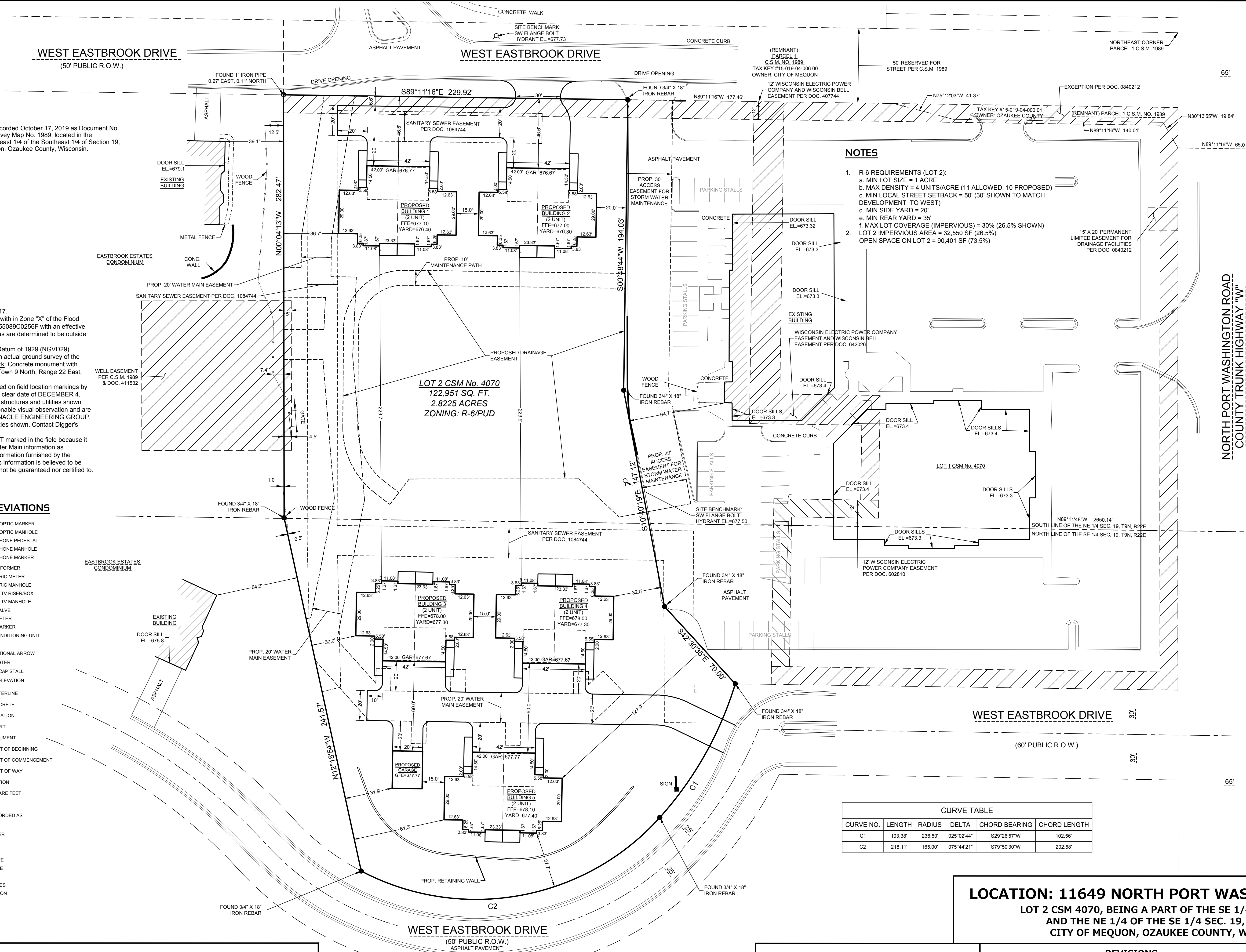
PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888

CHICAGO | MILWAUKEE | NATIONWIDE

WEST EASTBROOK DRIVE

WEST EASTBROOK DRIVE
(50' PUBLIC R.O.W.)



GRAPHICAL SCALE (FEET)

0 1" = 30' 60'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1927). The east line of the Northeast 1/4 of Section 19, Township 9 North, Range 22 East has a bearing of N00°01'50"E as shown on Certified Survey Map No. 1989.

REVISIONS

NO.	DATE	DESCRIPTION
1	09/20/22	ASZ

PEG JOB No. **1163.00A**
PEG PH. **ASZ**
DATE **09/20/22**
SCALE **1"=30'**

SHEET **4** OF **12**



11333 N. Cedarburg Road
 Mequon, WI 53092-1930
 Phone: 262-236-2941
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: December 5, 2022
SUBJECT: ORDINANCE 2022-1637 An Ordinance Amending Chapter 2 of the Mequon Municipal Code, in Connection with the Elimination of the Position of Emergency Dispatcher

Background

The Police Department's Communication Center will merge with Ozaukee County's Dispatch Center effective January 1, 2023. As part of the transition, the Code of Ordinances needs to be updated to remove language governing Dispatchers, who staffed the Communications Center, and to add language pertaining to the newly created position of Administrative Clerk within the Police Department. The Administrative Clerks will support the Police Department's non-emergency phone line, provide customer service at the front window, and complete several administrative processes for the Department.

Analysis

The following changes are proposed to address the removal of Dispatchers and the addition of Administrative Clerks:

1. Section 2-207 (4) is amended to strike the reference to 24/7 schedule of Dispatchers. Furthermore, the section is amended to list the standard hours of the new Administrative Clerks. Three Administrative Clerks will work a four-day rotation with hours of 8:00 am - 4:30 pm. One Administrative Clerk will work Monday through Friday from 11:00 am - 7:00 pm.
2. Section 2-207(5) is updated to remove the language that provided two additional personal days annually to Dispatchers for supporting the needs of a 24/7 Communications Center.
3. Section 2-211 (2) Language referencing overtime accruals for Dispatchers is also being removed. The new Administrative Clerks will follow the same overtime accrual policies as all other administrative positions in the City.
4. In Section 2-213, language referring to field training for Dispatchers is struck, and not needed for the new Administrative Clerk positions.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on December 13, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1637

An Ordinance Amending Chapter 2 of the Mequon Municipal Code, in Connection with the
Elimination of the Position of Emergency Dispatcher

SECTION I

Section 2-207 (4) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bolded & double-underlined**):

The normal work week for ~~dispatchers~~ **dayshift assigned administrative clerks** is four days on duty followed by two days off duty, then repeating the cycle. The normal workday shall be **from 8:00 a.m. - 4:30 p.m.** ~~eight and one-quarter hours.~~ **The second shift administrative clerk shall work Monday - Friday from 11:00 a.m. - 7:30 p.m.** Such normal **workdays** will include a 30-minute paid lunch period, ~~during which the employees are on call,~~ and two 15-minute breaks each day. ~~Although paid, the lunch period will not count towards total hours worked in the work week.~~ Adjustments to this normal work week for ~~dispatchers~~ **administrative clerks** are at the discretion of the chief of police and the city administrator.

SECTION II

Section 2-207(5) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is underlined):

The city provides five personal days (40 hours) per year to exempt employees, ~~and two personal days (16 hours) to represented general employees in dispatch required to cover 24/7 operations.~~ Personal days will be paid out when the employee terminates employment or retires from the City of Mequon. All personal days must be taken within the calendar year for active employees or they shall be considered lost, unless they are deferred at the request of the employee's department head and approved by the city administrator. Employees are allowed to use these personal days in a minimum of four-hour increments. All use of personal days is subject to prior approval by the employee's supervisor.

SECTION III

Section 2-211 (2) of the Mequon Municipal Code Mequon Municipal Code is repealed.

SECTION IV

Section 2-213 of the Mequon Municipal Code is hereby repealed.

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: December 13, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Common Council
FROM: Jennifer Engroff, Finance Director
DATE: November 30, 2022
SUBJECT: RESOLUTION 4000 A Resolution Approving a Three-Year Agreement for City Maintenance and Assessing Services with Assessment Technologies of Wisconsin LLC, Menomonee Falls, Wisconsin, in the Amount of \$480,000, and the Commensurate Re-Appointment of Michael L. Grota as Statutory City Assessor through December 31, 2025

Background

In early 2019, it was determined the City's assessment ratio would soon be out of compliance with State guidelines, thus triggering the need for a City-wide revaluation which began in 2020 and concluded in 2022. In late 2019, the City approved a three-year contract extension with Grota Appraisals to be the City's statutory assessor through the end of 2022 which included the revaluation services at a total cost of \$218,550 as well as annual assessment services at a cost of \$150,000 per year in 2020 and \$155,000 in both 2021 and 2022.

Midway through the contract, Grota Appraisals and its sister technology company, Assessment Technologies of Wisconsin, LLC, were acquired by Government Brands, an organization based out of Alpharetta, Georgia, owning several assessment services and software companies in the New England area. As a result, Grota Appraisals, LLC now legally operates under the name of Assessment Technologies of Wisconsin, LLC, however, they are still using the Grota Appraisals name. The financial backing and knowledge resources of Government Brands will allow the City's assessor to continue to provide the highest level of service. Assessment Technologies operates from the same office in Menomonee Falls with all of the staff that existed prior to the acquisition.

Analysis

Assessment Technologies has been able to complete various milestones professionally and timely. Staff recommends renewing the City's contract with Assessment Technologies for the following reasons:

- Assessment Technologies has reviewed and addressed incomplete assessment records by the City's two previous assessors in order to add value to the City's tax base.
- Assessment Technologies is very familiar with the City, having served as the City's assessor from 2007 through 2011 and again from mid-2015 through 2022. Staff finds their service to be more than satisfactory. Staff is of the opinion that it is very important to maintain continuity, as the City recently contracted with three different assessing firms between 2012-2015.

- Gropa Appraisal's sister company, Assessment Technologies, developed Market Drive software, which is the most widely used Computer Aided Mass Appraisal (CAMA) system in Wisconsin. The City will not have to pay licensing fees for use of this software while Assessment Technologies serves as Mequon's Assessor, saving the City approximately \$4,320 annually.
- In 2022, Assessment Technologies successfully completed a three-year City-wide revaluation process, in which it increased the City's assessed value by 642,296,600 or 13.5%.
- Assessment Technologies' reputation for assigning fair but assertive values to the City's properties will aid the City in working towards an equitable distribution of the tax roll. The following table summarizes the importance of the City having a good partner throughout the assessment process.

Key Performance Indicators				
Activity	FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budgeted
Assessment Value Increase (\$)	59,346,000	642,296,600	118,528,890	65,000,000
Board of Review Hearings	2	11*	0	3
Real Estate Parcels	10,398	10,372	10,447	10,500
Personal Property Accounts	829	795	800	815

* The 2021 revaluation resulted in an increase in assessed values as well as the number of requests for Board of Review hearings.

The assessment function affects every property owner in the City, and staff believes it is critical to ensure that this extremely technical and highly visible public service be performed in a manner that is both accurate and expeditious and free from error. Staff is confident that Assessment Technologies will thoroughly and accurately capture valuation, ensuring the City is not missing out on potential tax revenue.

Nevertheless, while staff appreciates the consistency and professionalism of Assessment Technologies, it is the City's practice to periodically seek request for proposals for recurring professional services. Staff anticipates issuing an RFP for assessing services during the final year of this proposed three-year contract.

Fiscal Impact

The attached contract from Assessment Technologies proposes a three-year commitment for annual assessment services in the amount of \$160,000 each year for a total of \$480,000 which is a 3.2% increase from 2022. The expiring contract for assessment services was \$150,000 in 2020 and \$155,000 in both 2021 and 2022.

The 2023 budget provides \$160,000 for these services as proposed.

Recommendation

Staff recommends that the Finance-Personnel Committee favorably recommend, and Common Council approve this resolution awarding a contract for property assessment services to Assessment Technologies of Wisconsin, LLC for fiscal years 2023-2025.

Attachments:

2023-2025 Maintenance Assessment Contract (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4000

A Resolution Approving a Three-Year Agreement for City Maintenance and Assessing Services with Assessment Technologies of Wisconsin LLC, Menomonee Falls, Wisconsin, in the Amount of \$480,000, and the Commensurate Re-Appointment of Michael L. Grota as Statutory City Assessor through December 31, 2025

RECITALS

- A. The City's current contract with Grota Appraisals, LLC expires on December 31, 2022.
- B. In February of 2021 Grota Appraisals, LLC and its sister technology company, Assessment Technologies of Wisconsin, LLC, were acquired by Government Brands, based in Alpharetta, Georgia.
- C. In 2021 Grota Appraisals LLC started legally operating under the name of Assessment Technologies of Wisconsin, LLC.
- D. The office of Assessor of the City of Mequon is currently occupied by Assessment Technologies of Wisconsin, LLC.
- E. Staff recommends to the Finance-Personnel Committee that a three-year extension to the contract with Assessment Technologies of Wisconsin, LLC be approved.
- F. The Finance and Personnel Committee forwarded a favorable recommendation to the Common Council.

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

- 1. The Maintenance Assessment Contract with Assessment Technologies of Wisconsin, LLC in the form as attached is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.
- 3. City staff is authorized to carry out the commensurate appointment of Michael L. Grota as the statutory City Assessor.
- 4. Funding for this contract will be from the General Fund Assessor's Office

Account 110119-683201 at a cost not to exceed \$160,000 in 2023, \$160,000 in 2024, and \$160,000 in 2025.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

MAINTENANCE ASSESSMENT CONTRACT

IT IS AGREED BY AND BETWEEN the City of Mequon, a Wisconsin municipal corporation (hereafter “Municipality”) and Assessment Technologies of Wisconsin, LLC, a Wisconsin limited liability company (hereafter “Assessor”) as follows:

I. SCOPE OF SERVICES

A. Inspections. The following inspection cycle shall be completed by Assessor or Assessor's authorized representative annually, namely:

1. Annexed properties, parcels with new construction, and exempt status changes shall be physically inspected, and the electronic property record prepared or updated accordingly.
2. Properties affected by building removal, fire, significant remodeling, or demolition (those requiring a building permit), or other major condition changes that typically trigger a change in the assessed value shall be physically inspected.
3. Improved properties under construction over the term of the contract years shall be re-inspected.
4. All properties with legal description changes and zoning changes shall be reviewed and inspected, if the Municipality or assessor deem necessary, to ensure an accurate and fair assessment.
5. Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll within the term of the contract, shall be physically inspected during the current assessment cycle.
6. Mobile home statement of monthly parking fee calculations shall be completed, if the Municipality has an ordinance. Assessor or Assessor's authorized representative shall maintain an electronic copy of the mobile home data for each account on the Manufactured & Mobile Home Valuation Worksheet as prescribed in Chapter 8 of the Wisconsin Property Assessment Manual, as amended each year.
7. A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land, drainage districts, and undeveloped land.
8. Assessor shall maintain the inspection results in an electronic format as provided in Chapter 8 of the Wisconsin Property Assessment Manual, as amended each year.

B. Parcel Identification. An accurate, full legal description, a copy of or a link to the County or Municipal digital parcel maps with measurements of each land parcel and a digital sketch of all building improvements shall be contained in the existing property records. Digital parcel maps shall be made for all new records. In the event of a discrepancy, Assessor or Assessor's authorized representative shall investigate and correct the record. Assessor or Assessor's authorized representative shall have access to a computer system that allows for sortability by parcel number and personal property account and complies with Chapter 8 of the Wisconsin Property Assessment Manual, as amended each year.

C. Record. Assessor or Assessor's authorized representative shall use the appropriate record in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. If the Municipality uses a computer valuation system, Assessor or Assessor's authorized representative shall provide to the Municipality, a complete set of electronic property records in a computer readable format compatible with the Municipality's computer system. Assessor or Assessor's authorized representative shall update the records within fourteen (14) days of final adjournment of the Municipal Board of Review. Assessor or Assessor's authorized representative shall update the records prior to the open book period and again to reflect any changes made at the Municipal Board of Review. Assessor or Assessor's authorized representative shall maintain and provide the personal property and real estate property records in the format prescribed in Chapter 8 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c).

D. Open Book Conference. Upon completion of Assessor's review of assessments and prior to completion of the assessment rolls, Assessor or Assessor's authorized representative shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. Assessor or Assessor's authorized representative shall send notice to each property owner of any change in assessment. The notice form used shall be that prescribed by the Wisconsin Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen (15) days prior to the first day of the conferences. Assessor or Assessor's authorized representative shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present for at least two (2) hours. Assessor or Assessor's authorized representative shall verify that statutorily required instructional materials are available at the open book conference. Assessor or Assessor's authorized representative shall arrange and provide the personal property and real estate roll for viewing by the public as prescribed in Chapter 7 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c).

E. Assessment Roll and Reports. Assessor or Assessor's authorized representative shall be responsible for the proper completion of the assessment roll in accordance with Chapter 70 of the Wisconsin Statutes and the Wisconsin Property Assessment Manual, as amended each year. Roll transmittal and reception must be made and maintained in

accordance with Chapter 7 of the Wisconsin Property Assessment Manual, as amended each year, and follow any County or Municipality prescribed business formats as provided under Wis. Stat. § 70.09(3)(c). Assessor or Assessor's authorized representative shall provide the final assessment figures for each property to the Municipality, and the Roll shall be totaled to an exact balance. Assessor shall prepare and electronically submit the Municipal Assessment Report (MAR) and TID values by the 2nd Monday in June filing deadline to the Wisconsin Department of Revenue (DOR) via the prescribed electronic submittal format listed on the DOR website. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

F. Board of Review Attendance. Assessor or Assessor's authorized representative shall attend all Municipal Board of Review meetings as prescribed under Wis. Stat. § 70.47(3)(ag). The Board of Review shall commence no sooner than seven days after Open Book. Assessor or Assessor's authorized representative shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. Assessor or Assessor's authorized representative shall attend other meetings of the Municipal Board of Review, only if specifically requested to do so by the Municipality. In the event of appeal to the Wisconsin Department of Revenue or a Circuit Court, Assessor or Assessor's authorized representative shall be available upon request of the Municipality to furnish testimony in defense of the values determined. Assessor or Assessor's authorized representative shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 7 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). Every year at Board of Review or as needed Assessor will inform Municipality on matters concerning but not limited to (a) compliance with State statutes on assessment practices and (b) property assessments in relation to current sales of property.

G. Personal Property Assessments. In accordance with the Wisconsin Property Assessment Manual, the Assessor or Assessor's authorized representative shall distribute annual Personal Property Statements to all businesses known or newly discovered to be operating in the municipality each year, review the statements and follow up with unfiled or incorrect statements. Assessor shall determine the appropriate assessment. Assessor or Assessor's authorized representative shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class. Assessor or Assessor's authorized representative shall maintain the Personal Property Roll in a format compliant with Chapter 7 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c).

H. Public Requests and Availability.

1. Assessor or Assessor's authorized representative shall timely respond to all open records requests received by Assessor. In so doing, Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including but not

limited to Wis. Stat. § 70.35(3) regarding the personal property return, Wis. Stat. § 70.47(7)(af) regarding income and expense information, and Wis. Stat. § 77.265 regarding the real estate transfer return. Assessor or Assessor's authorized representative shall maintain a local or toll-free telephone service with a 24-hour answering machine to receive calls from the Municipality or property owners. Assessor or Assessor's authorized representative shall timely respond to all telephone inquiries or issues within four (4) business days, whether said inquiry or issue is made directly to Assessor by a property owner or said inquiry or issue is raised to the Municipality, the Municipal Clerk or the Municipal Board of Review and subsequently passed to Assessor. Assessor or Assessor's authorized representative shall timely communicate to the Municipality any open records inquiries or issues raised by a property owner directly to Assessor which may require additional follow-up by the Municipality.

2. Upon request by the Municipality and at any time during this Agreement, Assessor or Assessor's authorized representative shall allow access and make available to the Municipality the following items at no cost : (a) any property records, maps, and other schedules and forms created for the performance of assessment work for the Municipality, (b) all records and material obtained from the Municipality and not previously returned to include maps, plans, and Assessor's records, (c) material specifically obtained and/or used for performance of assessment work for the Municipality, to include correspondence with property owners, sales data, and operating statements of income property, and (d) any exportable text files of the data created for the performance of assessment work for the Municipality.

The Municipality shall allow access and make available to Assessor or Assessor's authorized representative certain municipal records relevant to Assessor's duties under this Agreement including, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost. The Municipality shall maintain the personal property and real estate roll in a viewable format as prescribed in Chapter 7 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c).

I. Internet Access. Assessor or Assessor's authorized representative shall display the assessment records on the Municipality's or county's website, or if already available, Assessor's free access website.

J. Additional Services. Assessor or Assessor's authorized representative shall:

1. Defend their assessment in any appeal following Board of Review whether before the Department of Revenue or in Circuit Court.

2. Work closely with the City Administrator, Clerk, Finance Director, Community Development Director and Building Inspector on matters of concern.

II. GENERAL REQUIREMENTS

A. Conformance to Statutes. All work of Assessor or Assessor's authorized representative shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the Municipality. Assessor or Assessor's authorized representative shall value all agricultural land at its use value, adjusted to the overall level of assessment. All Agricultural forest and undeveloped land shall be assessed at 50% of its full value and adjusted to the level of assessment.

B. Oath of office. Assessor shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. If Assessor is a corporation, limited liability company or partnership, the person designated as responsible for the assessment duties shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Wis. Stat. § 19.0 and be filed with the Municipal Clerk prior to commencing duties. Under Wisconsin law, the statutory Assessor for the Municipality, whether contracted or on-staff is considered to be a public officer of the Municipality.

C. Qualifications and conduct of personnel. Except as provided below, Assessor shall provide at Assessor's own expense any personnel necessary and shall comply with the following:

1. All personnel providing services shall be currently certified in compliance with Wis. Stat. §§ 70.05, 70.055 and 73.09 and the administrative rules prescribed by the Wisconsin Department of Revenue.
2. If Assessor is a corporation, limited liability company or partnership, Assessor shall submit to the Municipality a resume containing the name, address, education and prior experience of each employee anticipated to provide assessing services to the Municipality. Employees of Assessor who are later hired or were not anticipated to provide such services at the time of this Agreement, shall submit appropriate information for approval of the Municipality before field inspection work is started by the employee.
3. All employees, agents, or representatives of Assessor shall conduct themselves in a safe, sober, courteous and workmanlike manner while performing services for the Municipality.
4. Assessor shall review any complaint relative to the conduct of Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees, agents, or representatives

unsatisfactory, Assessor shall, for good cause, remove such employees, agents, or representatives from work upon written request by the Municipality, such request stating reasons for removal.

5. Assessor shall supply all of Assessor's field representatives with identification cards, including the name, company, telephone number and photograph of the employee.

6. In connection with the performance of work under this Agreement, Assessor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5)(a) or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Assessor agrees to post in a conspicuous place available for employees and applications for employment notices to be provided by the contracting officer setting forth provisions of the nondiscrimination clause.

7. Municipality shall provide, at its sole expense, a full-time clerical staff member to assist the Assessor in its duties while at City Hall.

D. Ownership of records.

1. Each contract year, within fourteen (14) days of the final adjournment of the Board of Review, Assessor shall transfer to the Municipality any and all records prepared or maintained in accordance with the standards of Chapter 8 of the Wisconsin Property Assessment Manual, as amended each year, and any and all records prepared or maintained in connection with the assessments made for the Municipality.

2. Assessor must provide all of the assessment data to the Municipal Clerk within thirty (30) days of vacating the office of assessor or at the final adjournment of the Board of Review, whichever is later.

3. Assessor must turn over all assessment records, paper and electronic, in Assessor's custody to the Municipality within thirty (30) days of vacating the office of assessor or at the final adjournment of the Board of Review, whichever is later.

4. Upon conversion of the paper records to an electronic form, as part of the contract, Assessor shall not destroy the original paper record; rather Assessor shall return the original paper record to the Municipality. As of the close of the 2013 Assessment Roll by the Municipal Board of Review, all assessment records are required to be stored in an electronic format. Maintaining electronic assessment data does not relieve Assessor from the responsibility of being able to provide the Municipality with a paper copy of each property record upon request.

5. The Municipality owns any and all assessment data regardless of the terms of the licensing of the software. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format. Assessor is responsible for extracting raw data in the public domain if contained in a copyrighted software database. Assessor shall not charge or transfer to the Municipality any associated third-party vendor costs for the transfer of the electronically stored data to the Municipality. Electronic data created in other systems must be maintained transferred and reside in the original format.

6. Municipality shall comply with Wisconsin Open Records laws. Assessor shall advise Municipality in writing of all open records requests it receives within three (3) days of receipt. Assessor shall assist and coordinate with Municipality on any records requests which Municipality may need assistance.

E. Status, change of ownership or operations. Assessor acknowledges and agrees:

1. The Assessor shall be considered a public officer and afforded the protection from civil liability under Wis. Stat. § 895.46(1) for carrying out duties as an officer of the Municipality. Assessor is an independent contractor to the Municipality, and that Assessor's business is independently owned and operated and that nothing in this Agreement shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between Assessor and the Municipality and that nothing in this Agreement shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between Assessor and the Municipality. Assessor shall not represent or advertise in any way that Assessor's relationship with the Municipality is other than stated herein.

2. Assessor shall not assign, transfer, convey, or sub-contract all or any part of any rights or obligations under this Agreement without the prior written consent of the Municipality, which consent shall be at the sole discretion of the Municipality.

3. Assessor shall notify the Municipality within five (5) days of any change in majority ownership or chief operating officer.

F. Assessor provided insurance. Assessor agrees as follows:

1. Assessor shall obtain and maintain during the term of this Agreement full coverage insurance, with the Municipality as a named insured, which insurance shall include: (a) workers compensation in compliance with Wisconsin State laws, (b) comprehensive general and public liability coverage, and (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor with the following minimum limits: Bodily injury \$500,000/person, \$1,000,000/occurrence, and Property damage \$250,000/occurrence.

2. Prior to commencing services, Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. Assessor shall timely pay all insurance premiums.

G. Municipality provided insurance. The Municipality shall carry proper and sufficient insurance to cover loss of records.

H. Assessor agrees and shall indemnify the Municipality for all suits, claims, or actions associated with alleged intentional acts or omissions of the Assessor, such acts or omissions taking place or occurring during the term of this Agreement.

III. TERM AND TERMINATION

A. Term. The term of this Agreement shall be from January 1, 2023, to December 31, 2025 (the "Completion Date"). Assessor shall have completed all work under this Agreement, except for appearing at the Municipal Board of Review and any subsequent appearances as per this Agreement, on or before the Completion Date. The Completion Date may be extended, if necessary, under the terms of this Agreement by mutual written consent.

B. Termination. Either party may terminate this Agreement for cause, cause being defined as a default by the other party under the terms of this Agreement upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Agreement. During the 60-day period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.

C. Renewal or Extension. This Agreement may be renewed or extended only by mutual written consent by Assessor and the Municipality.

D. Changed Circumstances. Assessor and Municipality each understand and agree that, because of the multi-year nature of this Agreement, underlying circumstances may change. For example, the Wisconsin Legislature may eliminate the personal property tax which would eliminate the need for Assessor to complete any work related to such personal property assessments. In the event of a material change to circumstances, the Parties agree to negotiate in good faith an amendment to this Agreement to address the changed circumstances. Should the parties be unable to reach an agreement on an amendment, either Party may terminate this Agreement effective upon the conclusion of the then-current assessment year (Board of Review and related filings). Assessor shall be compensated only for the years in which work was performed.

IV. COMPENSATION. The Municipality shall pay Assessor for all normal duties and functions of the Assessor as described and set forth in Chapter 70 of the Wisconsin Statutes,

Volume I of the Wisconsin State Assessor's Manual, and this Agreement in the amount of Four Hundred Eighty Thousand Dollars (\$480,000), which shall be payable as follows:

- A. 2023 Assessment Year: \$160,000 billed monthly less 10% held until completion of the annual Board of Review.
- B. 2024 Assessment Year: \$160,000 billed monthly less 10% held until completion of the annual Board of Review.
- C. 2025 Assessment Year: \$160,000 billed monthly less 10% held until completion of the annual Board of Review.

The above compensation shall be all-inclusive including no additional charges for quantity of permits or new plats, length of Board of Review and any assessment appeals. Also included in the compensation is annual licenses for Market Drive software. Assessor will provide its own equipment, workspace outside of City Hall, storage and security of records while in Assessor's possession, and ordinary postage and other expenses as part of this compensation.

Any services requested by Municipality over and above normal yearly assessment functions will be charged extra at a mutually agreed upon rate.

ASSESSOR
Assessment Technologies of Wisconsin, LLC

Les Ahrens Date
Director of Valuation Services

MUNICIPALITY
City of Mequon

Andrew Nerbun, Mayor Date

Approved as to Form:

Caroline Fochs, Clerk

Brian C. Sajdak, City Attorney



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Common Council
FROM: Jennifer Engroff, Finance Director
DATE: December 2, 2022
SUBJECT: RESOLUTION 4001 A Resolution Approving a Proposal from R&R Insurance for Provision of the City of Mequon's Insurance Program for Fiscal Year 2023 in the Amount of \$369,541

Background

The City has been working with M3 Insurance for over ten years for the provision of various lines of insurance across the City organization. Earlier this year, staff initiated a review of the City's business insurance.

Proposals were solicited from three insurance providers including R&R Insurance or the League of Wisconsin Municipalities Mutual Insurance (League), Cities and Villages Mutual Insurance (CVMIC), and M3 Insurance. Additionally, onsite meetings took place between each of the insurance providers and a team of City staff including the City Administrator, Assistant City Administrator, Finance Director, and Assistant Finance Director.

The League and CVMIC are member-owned municipal insurers uniquely equipped to provide comprehensive insurance as well as customized services specifically designed to serve Wisconsin municipalities. Additionally, proceeds generated by these organizations are redistributed back to the owners in the form of dividends and specialized services. As indicated, R&R Insurance is the exclusive agent for the League of Wisconsin Municipalities.

Analysis

Annual premiums from each of the proposals received are shown in the table below. From a financial perspective, the League provided the most attractive proposal. As is further evident, M3 Insurance simply cannot compete with either of the member-owned municipal insurers, as M3's proposal is more than \$90,000 over each of the other two quotes.

Coverage	League	CVMIC	M3
Workers' Compensation*	\$136,118	\$133,729	\$141,484
Liability, Auto, Other	\$185,121	\$194,228	\$262,784
Property	\$48,302	\$48,302	\$60,452
Total Annual Premium	\$369,541	\$376,259	\$464,720

**Workers' Compensation is statutorily based. Different assumptions regarding gross payroll were made within the various proposals received. M3 also includes a terrorism charge.*

The table below breaks down the League's proposed annual premium by more specific coverage

categories, as well as carrier.

Coverage	Carrier	2023 Premium
General Liability	League Insurance	\$40,231
Police Professional Liability	League Insurance	\$32,194
Public Officials Liability	League Insurance	\$63,437
Auto Liability	League Insurance	\$16,827
Auto Physical Damage	League Insurance	\$15,494
Railroad	League Insurance	\$250
Cyber	League Insurance	\$14,263
Property	Municipal Property Insurance Company	\$48,302
Workers' Compensation	United Heartland	\$136,118
Crime	EMC Insurance	\$2,000*
Storage Tank Liability	Chubb Insurance	\$425*
Total Annual Premium		\$369,541

**Estimates based on applying a 20% increase to the 2021 premium*

Staff recommends that the City move forward with the League rather than CVMIC based on the following reasons:

- While the financial premiums and dividend structures are similar to each other, the League carries a slight benefit.
- A work injury nurse line, which the City recently implemented, is not available with CVMIC.
- Included with the League insurance package is a service called *Ready Rebound*, which allows injured employees and family members to receive expedited treatment for skeletal and muscle issues by highly qualified doctors and therapists. It is anticipated that this program may help to reduce time lost away from work when an employee is injured, either on or off the job.
- The League offers extensive legal services on human resources and claims-related matters, with a 24-hour turnaround time.
- The City anticipates the claims administration process to be more burdensome with CVMIC, as they require a minimum of \$25,000 of self-insurance to participate in their liability program.
- The CVMIC proposal carries more risk with higher deductibles, a self-insurance model for liability coverage, and limitations on coverage. The League coverages and deductibles more closely align to what the City is already receiving with M3 Insurance. The City also has the ability to move down the self-insurance path with the League in the future.
- Synergies should be gained by having the same insurer as the Southern Ozaukee Fire Department (SOFD) and the Village of Thiensville. Currently, CVMIC does not have the ability to provide insurance to SOFD.
- The League insures more than 465 cities, villages, and special districts in Wisconsin, of which the City has received numerous recommendations complimenting the League on

its low rates, expansive coverage, ease of claims administration, and customized service and trainings.

Due to the volume associated with each of the proposals received, they have not all been included as a part of this agenda item. Rather, materials received from both CVMIC and M3 are on file in the City's Finance Department, where they remain available for review.

Fiscal Impact

Moving forward with the League commits the City to their insurance program for Fiscal Year 2023. The 2023 City-wide premium quote of \$369,541, which has been included in the FY2023 budget, represents a 21.5% decrease from the expiring 2022 premium of \$470,854. 13.3% or \$62,500 of the 2023 savings results from the Mequon Fire/EMS Department separating itself from the City of Mequon at the start of 2023. The remaining 8.2% or \$38,800 of savings is the result of rebidding insurance in a year when many lines of coverage are experiencing 10-30% rate increases largely driven by high inflation, catastrophic weather events and a volatile investment market.

Additionally, the League requires the City to be a member of the League of Municipalities of Wisconsin, which is a \$11,517 commitment for the 2023 membership period. As previously approved by the Common Council earlier this year, this amount is included in the City's budget for 2023.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on December 13, 2022.

Attachments:

2023 Mequon Proposal League Scanned (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4001

A Resolution Approving a Proposal from R&R Insurance for Provision of the City of Mequon's Insurance Program for Fiscal Year 2023 in the Amount of \$369,541

RECITALS

A. City staff has reviewed the insurance proposals received from R&R Insurance, Cities and Villages Mutual Insurance Company, and M3 Insurance and recommends authorization to contract all of the City's lines of business insurance with R&R Insurance for Fiscal Year 2023.

B. Based on its review, the Finance-Personnel Committee has recommended that all of the the City's lines of business insurance be contracted through R&R Insurance, the exclusive insurance agent for The League Mutual Insurance, effective January 1, 2023.

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

1. The contracts for insurance for the 2023 calendar year as proposed by R&R Insurance and recommended by the Finance-Personnel Committee are approved subject to any clerical, technical 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: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INSURANCE COMPANY

INSURANCE PROPOSAL FOR MEQUON, CITY OF

1/1/2023 - 1/1/2024

Proposal Number 811



League Insurance
131 W. Wilson Street, Suite 502
Madison, WI 53703
(608) 833-9595

Matt Becker, CEO
matt@lwwmi.org

R&R Insurance
N14 W23900 Stone Ridge Drive
Waukesha, WI 53188
(800) 566-7007

Rick Kalscheuer
rick.kalscheuer@rrins.com

**Protection for League Members and the communities they call home.
That is our business and we do it well.**

Created in 1984 and governed by a board of your peers, League Insurance insures more than 465 cities, villages, and special districts. We are 100% member owned and our financial security, broad coverages, and customized services are specifically designed to serve Wisconsin municipalities.



City of Mequon

01/01/2023 to 01/01/2024

Proposal

- Premium Summary
- Proposal
- Statement of Values
- Cyber Liability Option
- Premier Services

Premium Summary (Indication only- NO Fire)

Completed applications will be needed to firm the pricing

LWMMI 2022-2023 Indication	
General Liability	\$40,231
Police Professional Liability	\$32,194
Public Officials Liability	\$63,437
Auto Liability	\$16,827
Auto Physical Damage	\$15,494
Railroad	\$250
Cyber	\$14,263
Property (MPIC)	\$48,302
Worker's Compensation (United Heartland)	\$136,118

Coverages we can write, as we use the below carrier currently:

- **Accident & Health**
 - *Current Carrier:* Hartford
- **Crime**
 - *Current Carrier:* EMC Insurance
 - League Insurance policy does not provide crime coverage. We can provide quotes from carriers but applications will need to be completed.
 - *Carrier options:* Hanover & Liberty Mutual
- **Tank**
 - *Current Carrier:* Chubb Insurance



Proposal

LEAGUE INSURANCE – COVERAGE HIGHLIGHTS

COVERAGE PROVIDED FOR:

- Elected/Appointed Officials
- Commissions
- Departments
- Employees
- Mutual Aid Assistance
- Volunteers

COMPREHENSIVE COVERAGE INCLUDES:

- Auto Liability
- Auto Physical Damage
- Cyber Liability
- Employee Benefits Liability
- Employment Practices Liability
- General Liability
- Law Enforcement
- Public Officials
- Self-Insured Retention Workers' Compensation
- Workers' Compensation

ADDITIONAL COVERAGE ENHANCEMENTS

Liability:

- Airports
- Back Wages in Employment Claims
- Breach of Contract
- Care, Custody, & Control
- Communicable Disease
- Contractual Liability
- Cyber
- Damages to Rented Premises
- Dams
- Defense Costs in Addition to Limit
- Discrimination
- Drones
- EEOC actions
- Failure to Supply
- Land Use, Permits, & Zoning Claims
- Medical Payments
- No Fault Sewer Backup Optional Coverage
- Non-monetary Claims
- Occurrence Based
- Pollution
- Sexual Harassment/Abuse Coverage
- Special Events Included
- Tax Assessment Claims
- Volunteers
- Watercraft
- Wrongful Termination

Auto:

- Automatic New Auto Coverage
- Autos of Others in Your Care, Custody, or Control
- Commandeered Autos
- Hired Auto Physical Damage
- Hired/Non-owned
- Lease Gap
- Personal Auto Physical Damage Deductible Reimbursement
- Temporary Transportation Expense
- Towing Expense
- Uninsured/Underinsured

PREMIER SERVICES – CUSTOMIZED FOR YOU

HUMAN RESOURCES ASSISTANCE

League Insurance has partnered with *Stafford Rosenbaum LLP* to provide the following human resources services:

- HR Hotline – phone assistance with HR-related issues.
- Talent Management – support with recruitment, hiring, background screening, onboarding, performance management, coaching, feedback, disciplinary counseling, termination management, and organizational and staff development.
- Employment Law Compliance – WI and Federal Fair Employment, wage & hour, safety, FMLA, I-9 Employment Verification, and more.
- Documents – development/review of job descriptions, **handbooks, policies, procedures**, and forms customized for the municipality.
- Compliance and HR practices assessments and development of remedial plans.
- Workplace Training – related to compliance and HR-related topics for supervisors and/or employees.
- Workplace investigations.
- Sample handbooks, toolkits addressing various HR subjects and best practices, and online harassment and discrimination training webinars.

EMPLOYEE SAFETY & RISK MANAGEMENT

With loss control resources provided by United Heartland, we can analyze loss trends and municipal operations to **customize a safety program for your community**. Included are comprehensive safety manuals, job site analysis, newsletters, webinars, and information on many topics including:

- | | |
|---|---|
| • Confined Space | • Power Platforms/Aerial Lifts |
| • Excavating/Trenching | • Respiratory Protection |
| • Hearing Conservation | • Rigging/Slings/Hoists |
| • Ladder Safety/Fall Protection | • Tools – Hand Tools/Power Tools |
| • Lawn Care/Mowers/Trimming/Landscaping | • Tree Trimming/Chainsaw & Chipper Safety |
| • Lockout Tagout/Electrical Arc Flash | • Water Hazards – Pools, Ponds, Lakes |
| • Motor Vehicle & Construction Equipment Safety | • Welding, Cutting, or Brazing |
| • Outside Contractor Qualification | • Work Zone Safety/Traffic Control |

LEAGUE INSURANCE UNIVERSITY

League Insurance has partnered with *Lexipol* to provide self-paced online courses *written specifically* for local government and public safety professionals. Courses are available on demand from any computer or mobile device with internet access, 24/7.

- League Insurance University offers all employees access to over **200 online training topics** including HR & Management, Safety, Public Works, Law Enforcement, and much more.
- For Water and Wastewater, League Insurance University courses can be used to fulfill annual training hours requirements. Wastewater professionals will simply need to submit their certificate of course completion directly to the DNR for training approval.
- For law enforcement, League Insurance Police University can be used to fulfill 8 of the 24 hours of annual training requirements with Department level approval.

CYBER UNIVERSITY

League Insurance is partnered with leading cyber insurance provider, *Tokio Marine HCC*. With cyber liability coverage from League Insurance, you have **access to state-of-the-art cyber coverage and resources** including:

- Training courses on many topics including ransomware, phishing emails, network security, and more.
- Sample policies and procedures for best practices and breach response plans.
- Cyber security advisors for technical information and scenario planning.

LAW ENFORCEMENT POLICIES/PROCEDURES ASSISTANCE

League Insurance members are **eligible to receive reimbursement** for updating law enforcement and fire department manuals through an accredited policy manual service provider, as well as reimbursement for law enforcement accreditation.

REBOUND RETURN TO WORK PROGRAM

League Insurance has contracted with *Rebound*, a company which specializes in rehabilitation of injured municipal employees. The program gets your employees seen by top specialists quickly, and with better outcomes. This helps employees recover and saves departments money. Under the *Rebound* program, members are **100% reimbursed** by League Insurance for Rebound expenses incurred.

NURSE TRIAGE & TELEHEALTH

League Insurance is partnered with *CorVel* to provide nurse triage and telehealth services. CorVel's proactive healthcare solution offers injured workers the following medical services:

- Nurse Triage – **24-7 access to registered nurse hotline** to evaluate injuries to determine immediate medical needs.
- Telehealth – Provides immediate referral to medical physicians when needed via computer, tablet, or phone.

YOUR LEAGUE INSURANCE TEAM

LEAGUE INSURANCE

131 W. Wilson Street
Suite 502
Madison, WI 53703
(608) 833-9595

Matt Becker, CPCU
CEO
matt@lwmmi.org

R & R INSURANCE SERVICES

N14 W23900 Stone Ridge Drive
Waukesha, WI 53188
262-236-2955

Rick Kalscheuer
rick.kalscheuer@rrins.com
262-236-2955

WORKERS COMPENSATION CLAIMS ADMINISTRATOR

United Heartland
PO Box 3026
Milwaukee, WI 53201-3026
(800) 258-2667

Denise Kawczynski, Senior Claims Representative
denise.kawczynski@unitedheartland.com
(262) 787-7646

LIABILITY CLAIMS ADMINISTRATOR

Statewide Services, Inc.
PO Box 5555
Madison, WI 53705
(800) 858-1536

Anthony Conlin, Attorney at Law
aconlin@statewidesvcs.com
(608) 828-5461

FINANCIAL ADMINISTRATOR

Strohm Ballweg, LLP
9701 Brader Way
Suite 301
Middleton, WI 53562
(608) 821-0600

Tom Dawson, CPA
Partner
tdawson@strohmballweg.com



League Insurance Quote Summary

Policy Effective Date: 1/1/2023Proposal Number: 813Insured Name: Mequon, City ofContact Name: Jennifer EngroffContact Phone: 262-236-2955Contact Email: jengroff@ci.mequon.wi.usAgency: R & R Insurance ServicesAgent Name: Kalscheuer, RickAgent Email: rick.kalscheuer@rrins.comAgent Phone: (262) 953-7215

PREMIUM:

	Deductible	Limit	Premium
General Liability	0	10,000,000	\$40,231
Police Professional Liability	10,000	10,000,000	\$32,194
Public Official Liability	10,000	10,000,000	\$63,437
Auto Liability	0	10,000,000	\$16,827
Auto Physical Damage			\$15,494
Airport	N/A	N/A	\$0
Dam	N/A	N/A	\$0
No Fault Sewer			
Railroad	N/A	N/A	\$250
UM & UIM Higher Limit	N/A	N/A	\$0
Cyber	10,000	1,000,000	\$14,263
Total Premium:			\$182,696

EXPOSURES AND LIMITS:

Total Payroll	6,068,497	Population Base for No Fault Sewer Coverage	25,544
Number for FTE Police	42.00	Cyber Operating Expenditures	See attached
Number of Vehicles (Auto Liability)	77	Number of Dams	
Population	25,544	Number of Railroads	N/A
Total APD Original Cost	4,834,323	Airport Coverage	No
Total Number of Vehicles	91	Airport Refueling	N/A

PRIOR ACTS:

Prior Acts Coverage Type	Retro Dates
Employee Benefits Liability	
Public Officials Errors and Omissions	

ADDITIONAL INSURED:

Name	Reason
City Water LLC	
Wisconsin Central LTD	
Lumen Parish	
Milwaukee Archdiocese	
Wisconsin Electric Power	

Medical Transportation Management	
Mequon Thiensville School District	

Proposed coverages, no coverage has been bound.

League Insurance – Auto Physical Damage Schedule

Municipality: Mequon, City ofEffective Date: 1/1/2023Expiration Date: 1/1/2024

Year	Make	Model	Vehicle Type	VIN #	Dept. (optional)	Zip Code (Garaged at Night)	Parked Inside (i) or Outside (o)	Is Garage Location in a Flood Zone?	Deductible	Original Cost New	Coverage Type (Replacement Cost or Actual Cash Value)
1969	Wisconsin	1900	Trailer	3470	DPW - Unit #330	53092	Inside	No	\$2,500	\$14,000	Actual Cash Value
1971	General	Wrecker	Dump Truck	NL03DEC12711801	DPW - Unit #321	53092	Inside	No	\$2,500	\$23,000	Actual Cash Value
1978	Dynaweld	Dynaweld single axle 3,500lb.	Trailer	TRJ19727	DPW - Unit #411	53092	Inside	No	\$2,500	\$9,850	Actual Cash Value
1991	Felling	10,000 lb	Trailer	1F9FS1626M1072200	DPW - Unit #433	53092	Inside	No	\$2,500	\$9,200	Actual Cash Value
1991	Felling	4,000 lb	Trailer	1F9FS1222M1072295	DPW - Unit #333	53092	Inside	No	\$2,500	\$4,200	Actual Cash Value
1992	Bever	bever tail single axle	Trailer	3TL7202	DPW - Unit #369	53092	Inside	No	\$2,500	\$2,500	Actual Cash Value
1992	ELGIN	Pelican Street Sweeper	Dump Truck	PO945D	DPW - Unit #325	53092	Inside	No	\$2,500	\$71,450	Actual Cash Value
1994	Dresson	8116	Trailer	4GBFS1625R1000332	DPW - Unit #331	53092	Inside	No	\$2,500	\$7,800	Actual Cash Value
1995	GMC	Sierra Rodder Truck	Dump Truck	1GDJK34K1SE505266	Sewer - Unit #603	53092	Inside	No	\$2,500	\$47,975	Actual Cash Value
1996	drop	drop deck 20' 6,000lb	Trailer	HMD4826206M010983 W	DPW - Unit #440	53092	Inside	No	\$2,500	\$6,650	Actual Cash Value
1998	Pace	American C5816	Trailer	40LAB1622YP062779	DPW - Unit #351	53092	Inside	No	\$2,500	\$7,800	Actual Cash Value
1998	18'	18' drop deck 10,000lb.	Trailer	64782	DPW - Unit #352	53092	Inside	No	\$2,500	\$6,650	Actual Cash Value
1999	Felling	10,000 lb	Trailer	1F9FSKZ6M1072293	DPW - Unit #332	53092	Inside	No	\$2,500	\$9,600	Actual Cash Value
1999	Ford	F350 Pick Up	Dump Truck	1FTSF31F7XEB73250	DPW - Unit #203	53092	Inside	No	\$2,500	\$21,000	Actual Cash Value
1999	Ford	F350 Pick Up	Dump Truck	1FDWX37S9XED05620	Fire - Unit #959	53092	Inside	No	\$2,500	\$45,000	Actual Cash Value
1999	Ford	Aries TV Truck	Dump Truck	1FDXE40S8XH830186	Sewer - Unit #625	53092	Inside	No	\$2,500	\$145,000	Actual Cash Value
2002	Ford	Bucket Truck	Dump Truck	1FDXF462ED11899	DPW - Unit #213	53092	Inside	No	\$2,500	\$39,275	Actual Cash Value
2002	Felling	Felling FT10EW 10,000lb	Trailer	5FTEH222121017188	DPW - Unit #451	53092	Inside	No	\$2,500	\$7,600	Actual Cash Value
2003	Ford	F350 Pick Up	Dump Truck	1FDSF34L13EB86406	DPW - Unit #212	530092	Inside	No	\$2,500	\$25,055	Actual Cash Value
2004	Int'l	7400 Plow Truck	Dump Truck	1HTWDADR84J082835	DPW - Unit #320	53092	Inside	No	\$2,500	\$94,969	Actual Cash Value
2004	Int'l	7400 Plow Truck	Dump Truck	1HTWDADR64J082834	DPW - Unit #311	53092	Inside	No	\$2,500	\$94,969	Actual Cash Value
2004	GMC	Sierra Medium Duty	Pickup	1GDE5C1164F505961	DPW - Unit #205	53092	Inside	No	\$2,500	\$37,285	Actual Cash Value
2005	Int'l	Plow Truck	Dump Truck	1HTWCAZR86J251749	DPW - Unit #314	53092	Inside	No	\$2,500	\$96,028	Actual Cash Value
2005	Sterling	Plow Truck	Dump Truck	2FZHAWDA05AN85361	DPW - Unit #300	53092	Inside	No	\$2,500	\$90,264	Actual Cash Value

Proposed coverages, no coverage has been bound.

2006	GMC	3500 Medium Duty	Dump Truck	1GDJK34U06E106243	DPW - Unit #208	53092	Inside	No	\$2,500	\$43,719	Actual Cash Value
2006	Felling	Felling FT3 3,000lb.	Trailer	5FTUN1213A1034403	DPW - Unit #480	53092	Inside	No	\$2,500	\$3,500	Actual Cash Value
2007	GMC	Dump Truck	Dump Truck	1GDE5C1257F415374	DPW - Unit #204	53092	Inside	No	\$2,500	\$46,512	Actual Cash Value
2008	Sterling	Plow Truck	Dump Truck	2FZHAWBS88AZ26165	DPW - Unit #303	53092	Inside	No	\$2,500	\$123,300	Actual Cash Value
2008	Ford	F250 Pick Up	Pickup	1FTNF20568EE48852	DPW - Unit #402	53092	Inside	No	\$2,500	\$35,000	Actual Cash Value
2008	Ford	F150	Pickup	1FTPX14V08KE99243	City Hall - Unit #520	53092	Inside	No	\$2,500	\$27,740	Actual Cash Value
2008	Chevrolet	Impala	Passenger	2G1WS553X81357439	City Hall - Unit #505	53092	Inside	No	\$2,500	\$6,000	Actual Cash Value
2009	Sterling	Plow Truck	Dump Truck	2FZAAWBSX9AZ72339	DPW - Unit #317	53092	Inside	No	\$2,500	\$110,000	Actual Cash Value
2009	GMC	Sierra 3500 Pickup	Dump Truck	1GDJK74669E142113	DPW - Unit #403	53092	Inside	No	\$2,500	\$36,100	Actual Cash Value
2010	IHC	Plow Truck	Dump Truck	1HTWDAZR5AJ241590	DPW - Unit #309	53092	Inside	No	\$2,500	\$141,212	Actual Cash Value
2010	Chevrolet	Tahoe	Pickup	1GNUKAE01AR259711	City Hall - Unit #514	53092	Inside	No	\$2,500	\$12,800	Actual Cash Value
2011	Int'l	7400 Plow Truck	Dump Truck	1HTWDAZR4BJ323280	DPW - Unit #313	53092	Inside	No	\$2,500	\$142,700	Actual Cash Value
2011	Chevrolet	Impala	Passenger	2G1WD5EM5B1163203	City Hall - Unit #514	53092	Inside	No	\$2,500	\$6,000	Actual Cash Value
2012	Honda	SUV	Police	JHLRM4H74CC012551	Police - Unit #23	53092	Inside	No	\$2,500	\$12,500	Actual Cash Value
2012	Int'l	7400 Plow Truck	Dump Truck	1HTWCAZR0CJ641238	DPW - Unit #313	53092	Inside	No	\$2,500	\$142,697	Actual Cash Value
2012	GMC	Truck	Pickup	1GD01ZCG5CF143016	City Hall - Unit #512	53092	Inside	No	\$2,500	\$29,300	Actual Cash Value
2012	Ford	Fusion	Police	3FAHP0JA6CR104363	Police - Unit #17	53092	Inside	No	\$2,500	\$12,686	Actual Cash Value
2013	Freightliner	Plow Truck	Dump Truck	1FVAG5BS0DHF85229	DPW - Unit #312	53092	Inside	No	\$2,500	\$143,648	Replacement Cost
2013	Ford	Explorer	Police	1FM5K8AR3DGB84631	Police - Unit #16	53092	Inside	No	\$2,500	\$25,817	Actual Cash Value
2014	Chevrolet	Impala	Passenger	2G1WD5E37E1114483	City Hall - Unit #500	53092	Inside	No	\$2,500	\$6,000	Actual Cash Value
2014	Chevrolet	Impala	Passenger	2G1WD5E31E1115385	City Hall - Unit #506	53092	Inside	No	\$2,500	\$6,000	Actual Cash Value
2014	Western Star	Hauler	Dump Truck	5KK5AXDV3EPFU3704	DPW - Unit #319	53092	Inside	No	\$2,500	\$126,310	Replacement Cost
2014	Int'l	Plow Truck	Dump Truck	1HTWCAZR2EH776974	DPW - Unit #310	53092	Inside	No	\$2,500	\$160,138	Replacement Cost
2014	Felling	FT1	Trailer	5FTEE2627E1002508	DPW - Unit #350	53092	Inside	No	\$2,500	\$17,500	Actual Cash Value
2014	Ford	Explorer	Police	1FM5K8AR3EGA71005	Police - Unit #21	53092	Inside	No	\$2,500	\$26,497	Actual Cash Value
2015	Ford	Auxiliary Van	Police	1FDWE3FL0FDA05081	Police - Unit #17	53092	Inside	No	\$2,500	\$73,400	Actual Cash Value
2015	International	Plow Truck	Dump Truck	3HAWNAST2FL689626	DPW - Unit #302	175663	Inside	No	\$2,500	\$175,663	Replacement Cost
2015	Chevrolet	Silverado	Pickup	1GC2KUEG7F2110502	DPW - Unit #405	53092	Inside	No	\$2,500	\$36,663	Actual Cash Value
2015	GMC	Sierra Pick Up	Pickup	1GT22YEG9FZ137935	DPW - Unit #400	53092	Inside	No	\$2,500	\$33,168	Actual Cash Value
2015	Ford	F250 Pick Up	Pickup	1FT7X2B63FEC87076	DPW - Unit #201	53092	Inside	No	\$2,500	\$33,788	Actual Cash Value
2015	Ford	F250 Pick Up	Pickup	1FTBF2A6XFEC95724	DPW - Unit #201	53092	Inside	No	\$2,500	\$33,800	Actual Cash Value
2016	International	7400 Plow Truck	Dump Truck	3HAWCSTRXGL219158	DPW - Unit #304	53092	Inside	No	\$2,500	\$148,725	Replacement Cost
2016	Ford	Explorer	Police	1FM5K8AR3GGA28738	Police - Unit #9	53092	Inside	No	\$2,500	\$27,378	Actual Cash Value
2016	Dodge	Caravan	Police	2C4RDGBXGR136893	Police - Unit #10	53092	Inside	No	\$2,500	\$21,859	Actual Cash Value
2017	Ford	Explorer	Police	1FM5K8AR6HGA63517	Police - Unit #6	53092	Inside	No	\$2,500	\$27,378	Actual Cash Value
2017	Freightliner	Hauler Truck	Dump Truck	1FVMG3DV5HHJC8039	DPW - Unit #306	50392	Inside	No	\$2,500	\$147,706	Replacement Cost

Proposed coverages, no coverage has been bound.

2017	Ford	F 750 Medium Duty Truck	Pickup	1FDYW7DX3HDB04418	DPW - Unit #206	53092	Inside	No	\$2,500	\$85,747	Actual Cash Value
2018	Ram	2500	Pickup	3C7WRTAJ8JG213139	DPW - Unit #204	53092	Inside	No	\$2,500	\$37,770	Replacement Cost
2018	Chevrolet	3500HD	Dump Truck	1GB5CYCY7JZ201828	DPW - Unit #409	53092	Inside	No	\$2,500	\$72,240	Replacement Cost
2018	International	Plow Truck	Dump Truck	3HAWCTARXL055183	DPW - Unit #305	53092	Inside	No	\$2,500	\$162,067	Replacement Cost
2018	Ford	Explorer	Police	1FM5K8AR9JGA27133	Police - Unit #16	53092	Inside	No	\$2,500	\$33,327	Replacement Cost
2018	Chevrolet	Tahoe	Police	1GNSKDEC8JR220388	Police - Unit #11	53092	Inside	No	\$2,500	\$35,904	Replacement Cost
2018	Ford	Explorer	Police	1FM5K8AR4JGC76147	Police - Unit #19	53092	Inside	No	\$2,500	\$33,327	Replacement Cost
2019	Ford	F250	Pickup	1FTBF2B69KEG08948	Sewer - Unit #601	53092	Inside	No	\$2,500	\$162,067	Replacement Cost
2019	Ford	Explorer	Police	1FT7X2B61KED50816	Police - Unit #13	50392	Inside	No	\$2,500	\$34,112	Replacement Cost
2019	Freightliner	114SD	Dump Truck	1FVAG3FE5KHK6834	DPW - Unit #307	53092	Inside	No	\$2,500	\$172,500	Replacement Cost
2020	Chevrolet	Colorado	Pickup	1GCHTCEN3L1100169	Sewer - Unit #600	53092	Inside	No	\$2,500	\$33,859	Replacement Cost
2020	Chevrolet	Malibu	Passenger	1G1ZC5ST5MF010764	City Hall - Unit #501	53092	Inside	No	\$2,500	\$18,343	Replacement Cost
2020	Chevrolet	Malibu	Passenger	1G1ZC5ST2MF010981	City Hall - Unit #502	53092	Inside	No	\$2,500	\$18,343	Replacement Cost
2020	Chevrolet	Malibu	Passenger	1G1ZC5ST8MF010788	City Hall - Unit #503	53092	Inside	No	\$2,500	\$18,343	Replacement Cost
2020	Chevrolet	Malibu	Passenger	1G1ZC5ST4MF011095	City Hall - Unit #504	50392	Inside	No	\$2,500	\$18,343	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB4LGA97760	Police - Unit #1	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB3LGB23538	Police - Unit #2	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB5LGB23539	Police - Unit #3	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB5LGB23540	Police - Unit #4	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB5LGB23541	Police - Unit #5	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB4LGD00906	Police - Unit #6	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB6LGD00907	Police - Unit #7	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB8LGD00908	Police - Unit #8	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8ABXLGD00909	Police - Unit #15	53092	Inside	No	\$2,500	\$37,352	Replacement Cost
2021	Ford	Explorer	Police	1FM5K8AB1MGB18694	Police - Unit #14	53092	Inside	No	\$2,500	\$34,327	Replacement Cost
2021	Chevrolet	Silverado	Pickup	1GB3YSE73MF176538	DPW - Unit #409	53092	Inside	No	\$2,500	\$71,110	Replacement Cost
2021	Chevrolet	2500 Silverado	Pickup	1GB2YLE75MF153750	DPW - Unit #101	53092	Inside	No	\$2,500	\$44,751	Replacement Cost
2022	Chevrolet	Silverado 2500HD	Pickup	1GC5YNE72NF349084	DPW	53092	Inside	No	\$2,500	\$44,751	Replacement Cost
2022	Redi Haul Trailer	RX1627	Trailer	47SS162T7N1030214	DPW - Unit #343	53092	Inside	No	\$2,500	\$8,800	Replacement Cost
2022	Ford	Explorer	Police	1FM5K8AB7NGA00182	Police - Unit #24	53092	Inside	No	\$2,500	\$34,800	Replacement Cost
2023	International	Plow Truck HV607	Dump Truck	3HAEJTAR8PL138332	DPW - Unit #318	53092	Inside	No	\$2,500	\$203,000	Replacement Cost

Total Vehicle Count: 91Policy Totals: \$ 4,834,323

(1) Original Cost New (OCN) is the retail cost the original purchaser paid for the vehicle. This includes the value before any credit for a trade-in.

(2) Coverage Type is determined by underwriting and is based on the vehicle age and value.

Proposed coverages, no coverage has been bound.



Commercial Property

Subjects of Insurance

Subjects of Insurance	Limit	Deductible
Blanket Building, Personal Property & Property in the open	\$42,867,005	\$5,000
Contractor's Equipment – New Replacement Cost	\$2,690,354	\$5,000
Contractor's Equipment – valued under \$25,000 (No charge)	\$332,500	\$5,000
Business Income	\$500,000	\$5,000
Equipment Breakdown with Sewer, Water for Municipality or other entity	\$42,867,005	\$5,000



Workers Compensation

Employers Liability & Increased Limits

Coverage	Each Accident	Disease Policy	Disease Employee
WC & Employer's liability	\$100,000	\$500,000	\$100,000

Worker's Comp Rating Basis

Class Code	Classification	Exposure	Rate per \$100 of Remuneration	Estimated Annual premium
7710	Civil Defense Workers	82,758	3.56	2,946
7720	Police Officers	3,783,985	2.67	101,032
8810	Clerical Office	2,201,754	0.17	3,743
9412	Municipal Operations - City	2,739,894	3.20	87,677
	Total Manual Premium			195,398
	Experience Modification		.76	-46,896
	Premium Discount		8.6%	-12,604
	Expense Constant			220
	TOTAL Estimated Annual premium			136,118

Dividend
20% Flat

The exposures shown above are subject to audit and may result in an additional or return premium depending on your actual exposures for the policy term. The audit could also result in additional classifications not shown in this proposal.



Statement of Values

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 42,867,005

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
1		CITY HALL					
	1	CITY HALL 11333 NORTH CEDARBURG ROAD MEQUON WI 53092	2000	1	1	\$7,932,818	\$396,641
		Property in the open					\$478,945
		CITY HALL (1) Total				\$7,932,818	\$875,586
2		POOL					
	1	POOL 11339 NORTH CEDARBURG ROAD MEQUON WI 53092	2000	1	1	\$678,649	\$33,932
		Property in the open					\$250,000
		POOL (2) Total				\$678,649	\$283,932
3		DPW FACILITY					
	1	DPW BUILDING 10800 NORTH INDUSTRIAL ROAD MEQUON WI 53092	2000	1	1	\$12,794,983	\$400,000
	2	COLD STORAGE 10800 NORTH INDUSTRIAL ROAD MEQUON WI 53092	2000	1	1	\$500,000	\$25,000
	3	SALT SHED 10800 NORTH INDUSTRIAL ROAD MEQUON WI 53092	2000	1	1	\$500,000	\$10,000
		Property in the open					\$10,000
		DPW FACILITY (3) Total				\$13,794,983	\$445,000
4		PUBLIC SAFETY BUILDING					
	1	PUBLIC SAFETY BUILDING 11300 NORTH BUNTROCK AVENUE MEQUON WI 53092	2000	1	1	\$8,201,773	\$310,089
		Property in the open					\$68,887
		PUBLIC SAFETY BUILDING (4) Total				\$8,201,773	\$378,976
5		EASTSIDE FIRE STATION					
	1	EASTSIDE FIRE SATATION 11800 NORTH PORT WASHINGTON ROAD MEQUON WI 53092	2000	1	1	\$1,388,135	\$0
		Property in the open					\$5,000
		EASTSIDE FIRE STATION (5) Total				\$1,388,135	\$5,000
6		ROTARY PARK					
	1	ROTARY PAVILLION 4100 WEST HIGHLAND ROAD MEQUON WI 53092	2000	1	1	\$715,418	\$35,771

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 42,867,005

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Property in the open					\$298,340
		ROTARY PARK (6) Total				\$715,418	\$334,111
7		SETTLERS PARK					
	1	RESTROOM 11312 NORTH CEDARBURG ROAD MEQUON WI 53092	2000	1	1	\$21,913	\$1,096
		Property in the open					\$573
		SETTLERS PARK (7) Total				\$21,913	\$1,669
8		RIVER BARN PARK					
	1	BARN/PAVILLION 9808 NORTH CEDARBURG ROAD MEQUON WI 53092	2000	1	1	\$704,455	\$35,223
		Property in the open					\$45,295
		RIVER BARN PARK (8) Total				\$704,455	\$80,518
9		STAUSS FARM					
	1	HOUSE 9011 W DONGES BAY RD MEQUON WI 53092	2000	1	1	\$250,000	\$12,500
	2	SILVER BARN'S AND WORKSHOP 9011 W DONGES BAY RD MEQUON WI 53092	2000	1	1	\$50,000	\$20,000
	3	RED POLE BARN 9011 W DONGES BAY RD MEQUON WI 53092	2000	1	1	\$70,000	\$3,500
	4	RED WOODEN BAR NORTH 9011 W DONGES BAY RD MEQUON WI 53092	2000	1	1	\$50,000	\$2,500
	5	RED WOODEN BARN SOUTH 9011 W DONGES BAY RD MEQUON WI 53092	2000	1	1	\$50,000	\$2,500
	6	GREENHOUSE SOUTH 9011 W DONGES BAY RD MEQUON WI 53092	2000	1	1	\$7,500	\$375
	7	GREENHOUSE NORTH 9011 W DONGES BAY RD MEQUON WI 53092	2000	1	1	\$7,500	\$375
		STAUSS FARM (9) Total				\$485,000	\$41,750
10		MEQUON NATURE PRESERVE					
	1	PIERPER POWER ED CENTER 8200 W COUNTY LINE RD MEQUON WI 53092	2000	1	1	\$2,000,000	\$100,000
	2	GARAGE EDUCATION	2000	1	1	\$22,000	\$1,100

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 42,867,005

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		8200 W COUNTY LINE RD MEQUON WI 53092					
	3	GARAGE RESORATION 8200 W COUNTY LINE RD MEQUON WI 53092	2000	1	1	\$22,000	\$1,100
	4	OBSERVATION TOWER 8200 W COUNTY LINE RD MEQUON WI 53092	2000	1	1	\$134,000	\$6,700
	5	OBSERVATION PLATFORM 8200 W COUNTY LINE RD MEQUON WI 53092	2000	1	1	\$60,000	\$3,000
		Property in the open					\$172,000
		MEQUON NATURE PRESERVE (10) Total				\$2,238,000	\$283,900
11		STORAGE FACILITY					
	1	METAL SHED 9700 N SWAN RD MEQUON WI 53092	2000	1	1	\$60,000	\$3,000
		STORAGE FACILITY (11) Total				\$60,000	\$3,000
12		GATEWAY					
		Property in the open					\$200,000
		GATEWAY (12) Total				\$0	\$200,000
13		PITO					
		Property in the open					\$3,712,419
		PITO (13) Total				\$0	\$3,712,419
		Building Subtotal					\$36,221,144
		Contents Subtotal					\$1,404,402
		Property in the Open Subtotal					\$5,241,459
		Building, Contents and PITO Total					\$42,867,005

Attachment: 2023 Mequon Proposal League Scanned (RESOLUTION 4001 : A Resolution Approving the City of Mequon's Insurance Program for

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
1	CITY HALL		
	PITO		\$478,945
	CITY HALL (1) TOTAL		\$478,945
2	POOL		
	PITO		\$250,000
	POOL (2) TOTAL		\$250,000
3	DPW FACILITY		
	PITO		\$10,000
	DPW FACILITY (3) TOTAL		\$10,000
4	PUBLIC SAFETY BUILDING		
	PITO		\$68,887
	PUBLIC SAFETY BUILDING (4) TOTAL		\$68,887
5	EASTSIDE FIRE STATION		
	PITO		\$5,000
	EASTSIDE FIRE STATION (5) TOTAL		\$5,000
6	ROTARY PARK		
	PITO		\$298,340
	ROTARY PARK (6) TOTAL		\$298,340
7	SETTLERS PARK		
	PITO		\$573
	SETTLERS PARK (7) TOTAL		\$573
8	RIVER BARN PARK		
	PITO		\$45,295
	RIVER BARN PARK (8) TOTAL		\$45,295
9	STAUSS FARM		
10	MEQUON NATURE PRESERVE		
	PITO		\$172,000
	MEQUON NATURE PRESERVE (10) TOTAL		\$172,000
11	STORAGE FACILITY		
12	GATEWAY		
	PITO		\$200,000
	GATEWAY (12) TOTAL		\$200,000
13	PITO		

PROPERTY IN THE OPEN MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	PITO		\$3,712,419
	PITO (13) TOTAL		\$3,712,419
PROPERTY IN THE OPEN TOTAL			\$5,241,459

Attachment: 2023 Mequon Proposal League Scanned (RESOLUTION 4001 : A Resolution Approving the City of Mequon's Insurance Program for

CONTRACTOR'S EQUIPMENT MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
1975 Finn Hydroseeder	\$40,000
1981 Champion Grader with V Plow	\$220,000
1964 Wausau Shoulder Machine	\$80,000
1988 Sullivan Air Compressor/Tools	\$16,000
1969 Vermeer Stump Cutter	\$30,000
1992 Elgin-Pelican Street Sweeper	\$160,000
2000 Caterpillar Loader	\$185,000
1969 Wisconsin Trailer	\$15,000
1999 Lee Boy Paver	\$57,000
1992 MB Company Stripper	\$135,000
2002 Geith Jaw Bucket- Excavator	\$13,500
1961 Bros Roller	\$70,000
1967 Allis Chalmers Grader	\$130,000
2006 Caterpillar Mini Excavator	\$65,000
1999 Mobark Brush Chipper	\$31,100
2002 Caterpillar Forklift	\$24,000
1994 Crafc0 Asphalt Heater	\$38,000
1997 Landa Pressure Washer	\$9,500
1997 Alkota Pressure Washer	\$9,500
1996 Ford Tractor and Mower	\$66,000
1986 Ford Tractor Mower	\$70,000
1998 ASV Posi-Track/Mower	\$78,300
1994 Wacker Vibrator/ Small Roller	\$13,000
1978 International Tractor Mower	\$15,000
2005 Befco Wing Mower	\$15,000
1992 Ford Turf tractor	\$22,000
2007 Toro Mower	\$12,000
2005 Kubota Tractor	\$35,000
2001 Toro Infield Pro	\$16,000
1992 Befco Finishing Mower 17"	\$15,500
2000 Sreco Easement Machine	\$23,500
1999 Kohler Generator	\$30,300
1975 Empire Gas Generator	\$30,300
1975 Empire Gas Generator	\$30,300
1978 Kohler Generator	\$30,300
1979 CH & E Pump 4"	\$25,000
1974 CH & E Pump 6"	\$25,000
1954 CH & E Pump 6"	\$25,000
2007 Thompson Pump 6"	\$25,000
2000 Bradco Backhoe Attachment	\$13,000
2016 John Deere 3yd Loader	\$137,038
2016 Kubota Tractor, Rear Blade & Broom	\$44,875
Atlas Copco CP142 Pneumatic Roller	\$36,500
John Deere 624 Loader - Brooks Tractor	\$175,000
Caterpillar Model M320-07 Wheel Hex	\$285,000
2022 Cat M320 Wheeled Excavator	\$360,000
2022 John Deere 1575 Terrain Cut Mower	\$40,341

CONTRACTOR'S EQUIPMENT TOTAL
\$2,690,354

MPIC-101	09-2022	Business Income Endorsement
MPIC-300	01-2020	Contractors Equipment New Replacement Cost Coverage Endorsement
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-507	01-2017	Equipment Breakdown Protection Coverage Endorsement
MPIC-510	01-2019	Tax Lien Property Coverage
MPIC-511	04-2019	Leased Property Coverage

Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

Business Income	
Blanket Business Income - Blanket Business Income	500,000
	500,000



Cyber Liability



Cyber Quote for the City of Mequon

Cyber Limit:	\$1,000,000
Deductible:	\$10,000
Effective Date:	1/1/2023
Operating Expenditures:	\$38,516,137

Premium:	\$14,263
-----------------	-----------------

Third Party Liability Insuring Agreements:

Multimedia Liability	\$1,000,000
Security and Privacy Liability	\$1,000,000
Privacy Regulatory Defense & Penalties	\$1,000,000
PCI DSS Liability	\$1,000,000
TCPA Defense	\$100,000

First Party Insuring Agreements:

Breach Events Costs	\$1,000,000
BrandGuard®	\$1,000,000
System Failure	\$1,000,000
Cyber Extortion	\$250,000
Cyber Crime	\$250,000
Reward Expenses	\$100,000
Court Attendance Costs	\$100,000
Aggregate Limit of Liability	\$1,000,000

Quote indication only and is subject to change based on application submitted.

Thank you for your continued support of the League of Wisconsin Municipalities Mutual Insurance!

Strohm Ballweg, LLP



Cyber Liability Insurance Program Application

THIS IS AN APPLICATION FOR A CLAIMS MADE AND REPORTED POLICY. THIS APPLICATION IS NOT A BINDER.

This application for Cyber Liability Insurance is intended to be used for the preliminary evaluation of a submission. When completed in its entirety, this application will enable League of Wisconsin Municipalities Mutual Insurance (hereinafter, the "Insurer") to decide whether or not to authorize the binding of insurance. Please type or print clearly and answer all questions. If space is insufficient to answer any question fully, attach a separate sheet. Complete all required supplemental forms/applications. "You" and "Your", as used in this application, means the Applicant.

1. GENERAL INFORMATION			
Name of Applicant			
Street Address		Phone	
City, State, Zip		Fax	
Website		Contact e-mail	
2. FORM OF BUSINESS			
a. Applicant is a(an): ☐ Individual ☐ Corporation ☐ Partnership ☐ Other: _____			
b. Date established:			
c. Description of operations:			
d. Current general liability carrier:		Policy number:	
e. Total full-time equivalent professionals:			
f. Total number of employees:			
g. Please attach a list of all subsidiaries, affiliated companies or entities owned by the Applicant. Please describe (1) the nature of operations of each such subsidiary, affiliated company or entity, (2) its relationship to the Applicant and (3) the percentage of ownership by the Applicant.			
3. OPERATING EXPENDITURES			
	Current Fiscal Year ending / (current projected)	Last Fiscal Year ending /	Two Fiscal Years ago ending /
Total gross operating expenditures:	\$	\$	\$
4. COVERAGE DESIRED			
a. Proposed Effective Date:			
b. Retroactive Date:			
c. Limit(s):	☐ \$250,000	☐ \$500,000	☐ \$1,000,000
d. Deductible(s):	☐ \$2,500	☐ \$5,000	☐ \$10,000

5. RECORDS	
a. Do you collect, store, host, process, control, use or share any private or sensitive information* in either paper or electronic form? If "Yes", please provide the approximate number of unique records: Paper records: _____ Electronic records: _____ *Private or sensitive information includes any information or data that can be used to uniquely identify a person, including, but not limited to, social security numbers or other government identification numbers, payment card information, drivers' license numbers, financial account numbers, personal identification numbers (PINs), usernames, passwords, healthcare records and email addresses.	☐ Yes ☐ No
b. Do you collect, store, host, process, control, use or share any biometric information or data, such as fingerprints, voiceprints, facial, hand, iris or retinal scans, DNA, or any other biological, physical or behavioral characteristics that can be used to uniquely identify a person? If "Yes", have you reviewed your policies relating to the collection, storage and destruction of such information or data with a qualified attorney and confirmed compliance with applicable federal, state, local and foreign laws?	☐ Yes ☐ No ☐ Yes ☐ No
6. CLOUD PROVIDER	
Do you use a cloud provider to store data or host applications? If "Yes", please provide the name of the cloud provider: _____ If you use more than one cloud provider to store data, please specify the cloud provider storing the largest quantity of sensitive customer and/or employee records (e.g., including medical records, personal health information, social security numbers, bank account details and credit card numbers) for you.	☐ Yes ☐ No
7. INFORMATION AND NETWORK SECURITY CONTROLS	
If the answer to question 7.a. below is "No", coverage cannot be bound under this program. If you desire an indication outside of the program, please provide details for your "No" answer on a separate page.	
a. Do you use anti-virus software and a firewall to protect your network?	☐ Yes ☐ No
If the answer to question 7.b. below is "No", you may not qualify for coverage under this program unless you have <u>both</u> compensating controls described in 7.b.(1) and 7.b.(2) in place.	
b. Do you encrypt all sensitive and confidential information stored on your organization's systems and networks? If "No", are the following compensating controls in place: (1) Segregation of servers that store sensitive and confidential information? (2) Access control with role-based assignments?	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
8. RANSOMWARE CONTROLS	
If the answer to any question in this section is "No", coverage cannot be bound under this program. If you desire an indication outside of the program, please provide details for any "No" answers on a separate page.	
a. Do you use 2-factor authentication to secure all remote access to your network, including any remote desktop connections?	☐ Yes ☐ No
b. Do you use 2-factor authentication to secure remote access to your email accounts?	☐ Yes ☐ No
c. Do you use Endpoint Detection and Response (EDR) or a Next-Generation Antivirus (NGAV) software (e.g., CrowdStrike, Cylance, Carbon Black) to secure all system endpoints? If "Yes", please list your provider: _____	☐ Yes ☐ No
d. Do you use an email filtering solution designed to prevent phishing or ransomware attacks (in addition to any filtering solution(s) provided by your email provider)? If "Yes", please provide the name of your filtering solution provider: _____	☐ Yes ☐ No
e. Do you use a data backup solution for all critical data? If "Yes": (1) How frequently does it run? ☐ Daily ☐ Weekly ☐ Monthly (2) Is your data backup solution segregated and/or disconnected from your network in such a way to reduce or eliminate the risk of the backup being compromised in a malware or ransomware attack that spreads throughout your network?	☐ Yes ☐ No ☐ Yes ☐ No
9. PHISHING CONTROLS	
If the answer to any question in this section is "No", coverage cannot be bound under this program. If you desire an indication outside of the program, please provide details for any "No" answers on a separate page.	
Do any of the following employees at your company complete social engineering training: (1) Employees <u>with</u> financial or accounting responsibilities? (2) Employees <u>without</u> financial or accounting responsibilities? If "Yes" to question 9.a.(1) or 9.a.(2) above, does your social engineering training include phishing simulation?	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No

10. LOSS HISTORY

If the answer to any question in this section is "Yes", coverage cannot be bound under this program. If you desire an indication outside of the program, please complete a Claim Supplemental Form for each claim, allegation or incident.

- | | |
|--|---|
| <p>a. In the past 3 years, has the Applicant or any other person or organization proposed for this insurance:</p> <p>(1) Received any complaints or written demands or been a subject in litigation involving matters of privacy injury, breach of private information, network security, defamation, content infringement, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks or the ability of third parties to rely on the Applicant's network?</p> <p>(2) Been the subject of any government action, investigation or other proceedings regarding any alleged violation of privacy law or regulation?</p> <p>(3) Notified customers, clients or any third party of any security breach or privacy breach?</p> <p>(4) Received any cyber extortion demand or threat?</p> <p>(5) Sustained any unscheduled network outage or interruption for any reason?</p> <p>(6) Sustained any property damage or business interruption losses as a result of a cyber-attack?</p> <p>(7) Sustained any losses due to wire transfer fraud, telecommunications fraud or phishing fraud?</p> | <p>☐ Yes ☐ No</p> <p>☐ Yes ☐ No</p> <p>☐ Yes ☐ No</p> <p>☐ Yes ☐ No</p> <p>☐ Yes ☐ No</p> <p>☐ Yes ☐ No</p> <p>☐ Yes ☐ No</p> |
| <p>b. Do you or any other person or organization proposed for this insurance have knowledge of any security breach, privacy breach, privacy-related event or incident or allegations of breach of privacy that may give rise to a claim?</p> | <p>☐ Yes ☐ No</p> |
| <p>c. In the past 3 years, has any service provider with access to the Applicant's network or computer system(s) sustained an unscheduled network outage or interruption lasting longer than 4 hours?
If "Yes", did the Applicant experience an interruption in business as a result of such outage or interruption?</p> | <p>☐ Yes ☐ No</p> <p>☐ Yes ☐ No</p> |

NOTICE TO APPLICANT

The insurance for which you are applying will not respond to incidents about which any person proposed for coverage had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in questions 10.a. through 10.c of this application.

The Applicant hereby acknowledges that he/she/it is aware that the limit of liability shall be reduced, and may be completely exhausted, by claim expenses and, in such event, the Insurer shall not be liable for claim expenses or any judgment or settlement that exceed the limit of liability.

I HEREBY DECLARE that, after inquiry, the above statements and particulars are true and I have not suppressed or misstated any material fact, and that I agree that this application shall be the basis of the contract with the Insurer.

CERTIFICATION AND SIGNATURE

The Applicant has read the foregoing and understands that completion of this application does not bind the Insurer or the Broker to provide coverage. It is agreed, however, that this application is complete and correct to the best of the Applicant's knowledge and belief, and that all particulars which may have a bearing upon acceptability as a Cyber Liability Insurance risk have been revealed.

It is understood that this application shall form the basis of the contract should the Insurer approve coverage, and should the Applicant be satisfied with the Insurer's quotation. It is further agreed that, if in the time between submission of this application and the requested date for coverage to be effective, the Applicant becomes aware of any information which would change the answers furnished in response to any question of this application, such information shall be revealed immediately in writing to the Insurer.

This application shall be deemed attached to and form a part of the Policy should coverage be bound.

Must be signed by an officer of the company.

Print or Type Applicant's Name	Title of Applicant
Signature of Applicant	Date Signed by Applicant



Premier Services Customized For You



Every day, public safety workers get hurt on and off the job.

When that happens, Rebound is here to help.

We guide workers through a complex healthcare system to heal more quickly, which saves time and money for all stakeholders.



Your employees get better. Faster.

Benefits to you

-  We seamlessly integrate into your workers compensation process without adding work or eliminating jobs. It's truly a no-hassle process.
-  Rebound's medical providers understand the physical challenges of your workforce, and the vast majority are sports medicine trained.
-  Rebound's Orthopedic Patient Navigators help your injured employee select the best provider in our network based on location, history and needs.
-  Our advocates guide your employees through the entire process, from the moment we take their injury call until their ready-for-duty orders are signed.

"Rebound has literally done everything they said they would do, as well as go above and beyond. Budgets are getting hit hard, and injuries are a big part of that. When you have Rebound in your corner, helping you get people back to the job faster, that is huge for us from a daily staffing perspective and a budgetary standpoint."

**Battalion Chief
Robbie Franks
Memphis Fire Department**



Contact us

hello@justrebound.com
justrebound.com

Human Resources & Pre-Loss Legal Services

LEAGUE
MUTUAL INSURANCE



Human Resources Legal Services

The League of Wisconsin Municipalities Mutual Insurance (LWMMI) has partnered with our colleagues at the Stafford Rosenbaum law firm to provide the following human resources legal services at no cost to insured members:

- ***HR Hotline: Phone assistance with HR-related issues.***
- ***Talent Management: Support with recruitment, hiring, background screening, onboarding, performance management, disciplinary counseling, and termination management.***
- ***Employment Law Compliance: WI and Federal Fair Employment, Wage & Hour, Safety, FMLA, I9 and more.***
- ***Documents: Development/review of job descriptions, handbooks, policies, procedures, and forms customized for the municipality.***
- ***Workplace Training: Supervisors and/or employees related to compliance and HR-related topics.***
- ***Workplace investigations.***

Pre-loss Legal Services

Has something happened in your community recently where you need legal advice? Stafford Rosenbaum offers insured members no cost pre-loss legal services:

- ***Land use, zoning, permits***
 - ***Conflicts of interest***
 - ***Tax assessments***
 - ***Open meetings and public records***
 - ***Contractual issues***
- ...and many more.***

Contact:

Ted Waskowski—Partner

twaskowski@staffordlaw.com

(608) 259-2613

 **StaffordRosenbaum**LLP
Attorneys

Nurse Triage & Telehealth

League of Wisconsin Municipalities Mutual Insurance is proud to partner with CorVel as our nurse triage and telehealth partner. CorVel's proactive healthcare solution connects injured workers to medical services ensuring they feel cared for in the event of a workplace injury.

Nurse Triage

At the time of a workplace injury, employees can call and speak with a registered nurse through CorVel's 24/7 nurse hotline who will evaluate the injury to determine immediate medical needs. By addressing the injury when it first occurs, CorVel can provide quick and timely care for your employees.

Telehealth

CorVel's nurses are trained to provide an initial assessment and will provide immediate referral to medical care when needed. Nurses may also refer to telehealth as appropriate at the option of the employee. This feature connects the injured worker to a physician immediately via a computer, tablet, or phone. The CorVel nurse will email a link with instructions directly to the injured worker. The CorVel nurse will stay on the telephone with the injured worker until they are connected to the online visit.

Advantages of Telehealth

For many workplace injuries, immediate treatment can be received through a virtual visit with a doctor eliminating the need for scheduling and attending an in-person appointment. No driving to a doctor's office, missed appointments, or delays in waiting rooms. With the advent of new technologies, many welcome the convenience of a virtual visit with a doctor and the added expediency of prescriptions and physical therapy scheduling. By connecting our employees with appropriate, quality care, it can help prevent a minor injury from becoming a complicated injury and focus on your employee's wellness.

About Telehealth Physicians

CorVel has contracted with dedicated physicians who average 15 years in primary and urgent care experience, and are US Board Certified, licensed, and credentialed.

Rebound

For our members that currently utilize our Rebound injury management program, you can continue to contact Rebound directly as you have been doing for any musculoskeletal injuries (knee, shoulder, back, hip, etc.). Also, the nurses at CorVel can provide a referral to Rebound for those injuries as appropriate. The services are designed to work together to achieve the best outcome.

Reporting a Claim

For any work related injury that goes through the 24/7 nurse hotline, CorVel will automatically send the first notice of injury to United Heartland for claim handling. If you chose not to use CorVel, you will need to submit your claim to United Heartland as previously done.

Better injury management helps your employees and your bottom line.



24/7 Work Injury Nurse Line



Immediately following a workplace injury, call to speak with a registered nurse who will evaluate your incident and determine care. Our nurses specialize in occupational injuries and will connect you with the quality care you need.



(855) 438-4577
Call 911 for Medical Emergencies





LWMMI UNIVERSITY ADMINISTRATOR FEATURE OVERVIEW

The Benefits of the LWMMI University

The League of Wisconsin Municipalities (LWMMI) has partnered with LocalGovU to deliver online training to our members at no cost. Online training improves the safety and effectiveness of your organization and personnel, while contributing to successful professional development.

Employees can conveniently access hundreds of e-learning courses 24/7, allowing them to balance their work schedules while completing practical and informative self-directed training at their own pace.

Members can choose to train by topic or can select more specific courses by profession.

Fulfill Training Requirements

For law enforcement, the LWMMI Police University can fulfill 8 of the 24 hours of annual training requirements with department-level approval.

For Water and Wastewater, LWMMI University courses can be used to fulfill the required hours of annual training requirements. Wastewater professionals will need to submit their certificate of course completion directly to the Department of Natural Resources for training approval.

COURSE LIBRARY

- Compliance (HR/Safety)
- EEOC and Employment Law
- Emergency Medical Services
- Equipment Safety
- Financial Management
- General Safety
- Health and Wellness
- HR Development
- Information Technology
- Law Enforcement
- Leadership Development
- Professional Development
- Risk Management
- Roadway and Highway
- Schools and Educational
- Transit and Fleet Operations
- Water and Wastewater

Learning Management System Admin Features

Assignments

Schedule online training to align with internal training calendars, control access to online courses and material and document offline training.

Groups

Build and manage custom groups for personnel, dividing them by certification level, rank, shift or other tailored options.

Notification Manager

Activate action-based, pre-scheduled, recurring and other notifications targeted to specific groups, organizations and job titles.

Reports

Create recurring or on-demand reports for tracking compliance of personnel assignments and credentials. Pull reports for members, groups and courses, and export training records based on rank, division, shift, course or assignment.

Individual User Access

Using the dashboard, members can easily see which courses they are assigned, and download certificates of completion.

Custom Roles

Manage personnel access seamlessly with five user roles, letting members see and access only what they need.

Custom Homepage

Customize your homepage with your logo, important information and featured courses.

Training Calendar

Visually manage several features by date, including assignments, credentials, training events and more through a centralized training calendar with both member and administrator views.

Admin Features and Users Personal Dashboard

Admin Features

- Add members and organize into groups
- Assign group admins or user-specific roles
- Create quick assignments or bundle courses into learning plans
- Track training and compliance through ad hoc or recurring reports
- Manage and customize training and assignment notifications
- Assign and manage course credits from online and in person training
- Highlight featured courses or hide select courses from view

Individual User Dashboard

- Track assignments and training activity
- Download certificates and personal training reports
- Access virtual training calendar
- Receive and manage personal notifications

Dedicated Customer Support

Support from LocalGovU is available from Monday through Friday, 8:00 a.m. – 5:00 p.m. CST. If you have questions or need assistance, you can contact customer support directly at 866.845.8887 or customerservice@localgovu.com



PROTECT YOUR AGENCY, MINIMIZE YOUR RISK

Special Public Safety Savings Program for
League of Wisconsin Municipalities Mutual
Insurance (LWMMI) Members

Lexipol, the most trusted name in policy management and integrated policy training, is offering our LWMMI partners a special opportunity. For a limited time, LWMMI members are eligible to receive:

- 10% discount on current market rate subscription when agencies subscribe to either Lexipol's Wisconsin Law Enforcement or Fire policies and training
- Up to \$2,500 funding per municipality for the Lexipol policy solutions platform
- Customized implementation options to fit your agency to help you get your manual up-and-running faster (Please inquire to find out which implementation options are best for your agency.)

Protect your community with policies that are continuously updated as state and federal laws, and best practices change – and training to ensure your policies are known and understood.

For more information, to request sample policies, or to schedule a demo of the Lexipol Policy Solutions, please contact Brandi Galloway at 469-553-0639 or bgalloway@lexipol.com.



"In every tragedy there is always a proximate cause: the event that instantly preceded the tragedy. But if you go back in time and look for the root cause, all too often it comes down to a lack of good policy and a lack of good training."

Gordon Graham
Co-founder, Lexipol

"The average agency takes 2 to 5 years to complete the accreditation process. We did it in about 18 months, and one of the big reasons was because we had many of the policies in place."

- Chief Tim Styka, Menasha Police Department

"There is no way we could have built what we have on our own, and there is no way we could have continued to maintain it."

- Chief Jon Cohn, Greenfield Fire



League of Wisconsin Municipalities Mutual Insurance

Plan Participants

Adams County Drainage Board
Adell, Village of
Albany, Village of
Albany Housing Authority
Algoma, City of
Algoma Utilities Commission
Allouez, Village of
Alma, City of
Almena, Village of
Almond, Village of
Altoona Housing Authority
Amherst, Village of
Aniwa, Village of
Arcadia, City of
Arena, Village of
Argyle, Village of
Arlington, Village of
Arpin, Village of
Ashland County Housing Authority
Ashwaubenon, Village of
Athens, Village of
Auburndale, Village of
Augusta, City of
Avoca, Village of
Bagley, Village of
Balsam Lake, Village of
Balsam Lake Centuria Joint Police Department
Balsam Lake Protection and Rehabilitation District
Barneveld, Village of
Barron, City of
Barron County Housing Authority
Barron Housing Authority
Bay City, Village of
Bayfield, City of
Beaver Dam, City of
Belleville, Village of

Bellevue, Village of
Belmont, Village of
Benton, Village of
Big Bend, Village of
Birchwood Four Corners EMD
Birnamwood, Village of
Biron, Village of
Black Creek, Village of
Black Earth, Village of
Black River Falls, City of
Blair, City of
Blanchardville, Village of
Blenker Sherry Sanitary District
Bloomer, City of
Blue Mounds, Village of
Blue River, Village of
Bonduel, Village of
Boscobel, City of
Boyceville, Village of
Boyceville Community Ambulance District
Boyceville Community Fire District
Boyd, Village of
Brillion, City of
Brooklyn, Village of
Bruce, Village of
Buffalo City, City of
Butler, Village of
Butternut, Village of
Cadott, Village of
Calumet Sanitary District #1, Town Of
Cambria, Village of
Cambridge, Village of
Cambridge Oakland Wastewater
Camp Douglas, Village of
Campbellsport, Village of
Cascade, Village of

Casco, Village of
Cazenovia, Village of
Cecil, Village of
Chenequa, Village of
Chilton, City of
Chippewa Falls, City of
Clear Lake, Village of
Cleveland, Village of
Clinton, Village of
Clintonville, City of and Clintonville Housing Authority
Clintonville Area Ambulance
CLR Fire and Rescue Group
Clyman, Village of
Cobb, Village of
Cochrane, Village of
Colby, City of
Colby – Abbotsford Police Department
Coleman, Village of
Colfax, Village of
Coloma, Village of
Columbus, City of
Combined Locks, Village of
Community Library
Coon Valley, Village of
Cornell, City of
Cottage Grove, Village of
Crandon, City of
Crivitz, City of
Cross Plains, Village of
Cross Plains Area EMS
Cumberland, City of
Cumberland Municipal Utility
Curtiss, Village of
Dane, Village of
Dane Iowa Sanitary District
Darien, Village of
Deer Grove EMS
Deer Park, Village of
Deerfield, Village of

Delafield, City of
 Delafield – Hartland Water
 Pollution Control
 Commission
 Delavan, City of
 Delavan Lake Sanitary
 District
 Dodgeville, City of
 Door County Tourism
 Zone Commission
 Dorchester, Village of
 Dousman, Village of
 Downing, Village of
 Doylestown, Village of
 Dresser, Village of
 Durand, City of
 Eagle, Village of
 Eagle River, City of
 Eau Claire Housing
 Authority, City of
 Edgerton, City of
 Egg Harbor, Village of
 Eland, Village of
 Eleva, Village of
 Elk Mound, Village of
 Elkhart Lake, Village of
 Ellsworth, Village of
 Elm Grove, Village of
 Elmwood, Village of
 Elmwood Park, Village of
 Embarrass, Village of
 Endeavor, Village of
 Ephraim, Village of
 Everest Metropolitan Police
 Department
 Fairchild, Village of
 Fairchild Fire Protection
 District
 Fairwater, Village of
 Fall Creek, Village of
 Ferryville, Village of
 Fond du Lac, City of
 Fontana on Geneva Lake,
 Village of

Fontana – Walworth
 Water Pollution
 Control Commission
 Footville, Village of
 Fort Atkinson, City of
 Fountain City, City of
 Fox Lake, City of
 Fox Lake Community
 Fire Association
 Fox Point, Village of
 Fox West Regional
 Sewerage Commission
 Francis Creek, Village of
 Frank L. Weyenberg
 Library, Mequon –
 Thiensville
 Franklin, City of
 Frederic, Village of
 Fremont, Village of
 Fremont Orihula Wolf
 River
 Friesland, Village of
 Geneva Lake Law
 Enforcement
 Gillett, City of
 Gilman, Village of
 Glen Flora, Village of
 Glenbeulah, Village of
 Goose Lake Watershed
 District
 Grantsburg, Village of
 Gratiot, Village of
 Greater Bayfield
 Wastewater Treatment
 Green Lake, City of
 Green Lake Sanitary
 District
 Greenwood, City of
 Gresham, Village of
 Hales Corners, Village of
 Hammond, Village of
 Harrison, Village of
 Hartland, Village of
 Haugen, Village of
 Hawkins, Village of
 Hayward, City of

Hewitt, Village of
 Highland, Village of
 Hilbert, Village of
 Hixton, Village of
 Hobart, Village of
 Hollandale, Village of
 Holmen, Village of
 Hortonville, Village of
 Housing Authority of Merrill
 Wisconsin, DBA Merrill Area
 Housing
 Howards Grove, Village of
 Howards Grove Volunteer Fire
 Department
 Hudson, City of
 Hudson Area Joint Library
 Hudson Housing Authority
 Hurley, City of
 Hustisford, Village of
 Hustler, Village of
 Independence, City of
 Ingram, Village of
 Iola, Village of
 Iron Ridge, Village of
 Jefferson, City of
 Jefferson Housing Authority,
 City of
 Johnson Creek, Village of
 Junction City, Village of
 Kaukauna, City of
 Kaukauna Utilities
 Kegonsa Sanitary District #2
 Kekoskee, Village of
 Kennan, Village of
 Kewaskum, Village of
 Kewaunee, City of
 Kiel, City of
 Kingston, Village of
 Kohler, Village of
 Kronenwetter, Village of
 La Farge, Village of
 La Valle, Village of
 Lac La Belle, Village of
 Ladysmith, City of
 Lake Country Fire and Rescue
 Department

Lake Delton, Village of
Lake Geneva, City of
 Lake Hallie, Village of
 Lake Iola Lake Protection
Lake Mills, City of
 Lake Nebagamon, Village
 of
Lake Pewaukee Sanitary
District
 Landfill Venture Group
Lannon, Village of
 League of Wisconsin
 Municipalities
 League of Wisconsin
 Municipalities Mutual
 Insurance
 Linden, Village of
 Little Chute, Village of
 Little Elkhart Lake
 Rehabilitation District
 Livingston, Village of
 Loganville, Village of
 Lohrville, Village of
 Lomira, Village of
 Lone Rock, Village of
Lowell, Village of
 Luck, Village of
 Luxemburg, Village of
 Lyndon Station,
 Village of
 Lynxville, Village of
 Madison Metropolitan
 Sewerage District
 Maiden Rock, Village of
 Manawa, City of
 Maribel, Village of
 Marion, City of
 Marquette, Village of
 Marquette Communities
 Joint Municipal Court
 Marquette Fire District
 Marshall, Village of
 Marshfield, City of
 Marshfield Utilities Electric
 and Water Department
Mary Lane Sanitary District

Mauston, City of
 Mauston New Lisbon
 Union Airport
 Mazomanie, Village of
 McFarland, Village of
 Medford, City of
 Mellen, City of
 Merrill, City of
 Merrilan, Village of
 Merrimac, Village of
Merton, Village of
Merton Community Fire
Department
 Milltown, Village of
Milwaukee Area
Domestic Animal
Control
 Mineral Point, City of
 Mishicot, Village of
 Mondovi, City of
 Montello, City of
 Montfort, Village of
 Monticello, Village of
 Mosinee, City of
 Mosinee Fire District
 Mount Calvary, Village of
 Mount Horeb, Village of
Mukwonago, Village of
Municipal Court for
Western Waukesha
County
 Muscoda, Village of
Muskego, City of
Nashotah, Village of
 Necedah, Village of
 Neillsville, City of
 Nelsonville, Village of
Neosho, Village of
 Neshkoro, Village of
 New Auburn, Village of
 New Holstein, City of
 New Lisbon, City of
 New Richmond, City of
Newburg, Village of
 Niagara, City of
North Bay, Village of

North Fond du Lac,
 Village of
 North Hudson, Village of
North Prairie, Village of
North Shore Fire Department
North Shore Water Commission
 Northern Moraine Utility
 Commission
 Northern Waupaca County Joint
 Municipal Court
 Norwalk, Village of
 Oakfield, Village of
Oconomowoc, City of
Oconomowoc Lake, Village of
 Oconto, City of
 Oconto Falls, City of
 Oconto Falls Water and Light
 Commission, City of
 O'Dells Bay Sanitary District
 Onion River Waste Water
 Commission
 Oregon, Village of
 Orfordville, Village of
 Orihula Sanitary District
 Oshkosh, City of
 Osseo, City of
 Owen, City of
 Oxford, Village of
Pabst Farms Joint Stormwater
Utility District
Paddock Lake, Village of
Palmyra, Village of
Pardeeville, Village of
 Park Falls, City of
 Park Ridge, Village of
 Pepin, Village of
 Peppermill Lake Management
 District
 Peshtigo, City of
Pewaukee, City of
Pewaukee, Village of
 Phillips, City of
 Pikes Bay Sanitary District
 Plain, Village of
Pleasant Prairie, Village of
 Pleasant Springs Sanitary District

Polk County Housing
 Authority
 Port Edwards, Village of
 Portage, City of
 Potter, Village of
 Poynette, Village of
 Prairie du Chien, City of
 Prairie du Sac, Village of
 Prairie Farm, Village of
Prairie Village Water Trust
 Prentice, Village of
 Prescott, City of
 Princeton, City of
 Randolph, Village of
 Random Lake, Village of
 Readstown, Village of
 Redevelopment Authority of
 the City of Oshkosh
 Redgranite, Village of
 Reedsville, Village of
 Reeseville, Village of
 Rewey, Village of
 Rhinelander, City of
 Rib Lake, Village of
 Rib Mountain Sanitary
 District
 Rice Lake, City of
 Rice Lake – Lake District
 Protection &
 Rehabilitation
 Rice Lake Housing
 Authority
Richfield, Village of
 Ridgeland, Village of
 Ridgeway, Village of
 Rio, Village of
 Roberts, Village of
 Rochester, Village of
 Rock – Koshkonong Lake
 District
 Rock Springs, Village of
 Rockdale, Village of
 Rockland, Village of
 Rosendale, Village of
 Rosholt, Village of
 Rothschild, Village of

Rudolph, Village of
 Sauk City, Village of
 Sauk Prairie Court
 Commission
 Sauk Prairie Police
 Commission
 Sauk Prairie
 Recreational
 Commission
 Sauk Prairie Sewerage
 Commission
 Scandinavia, Village of
 Seymour, City of
 Sharon, Village of
 Shawano, City of
 Shell Lake, City of
 Shell Lake Housing
 Authority, City of
 Sherry Volunteer Fire
 Department
Shorewood, Village of
 Shorewood Hills,
 Village of
 Siren, Village of
 Sister Bay, Village of
 Soldiers Grove, Village of
 Somerset, Village of
 Spencer, Village of
 Spencer Area Fire and
 Ambulance
 Commission
 Spooner, City of
 Spring Green, Village of
 St. Cloud, Village of
 St. Croix Falls, City of
 Stanley Housing
 Authority, City of
 Stevens Point Airport,
 City of
 Stevens Point Housing
 Authority
 Stevens Point Water,
 Sewer and Stormwater
 Stockholm, Village of
 Stoddard, Village of
 Stratford, Village of

Strum, Village of
 Sturgeon Bay, City of
 Sturgeon Bay Utilities
Sturtevant, Village of
 Suamico, Village of
Sullivan, Village of
**Sullivan Joint Wastewater
 Commission**
 Summit, Village of
 Superior, Village of
 Suring, Village of
**Sussex, Village of and Pauline
 Haass Public Library**
 Taylor, Village of
 The Housing Authority of the
 City of Chetek
Theresa, Village of
Thiensville, Village of
 Thorp, City of
 Tomahawk, City of
 Trempealeau, Village of
 Turtle Lake, Village of
Twin Lakes, Village of
 Union Center, Village of
Union Grove, Village of
 Unity, Village of
 Upper St. Croix Lake
 Sanitary District
 Valders, Village of
 Vanguard Electric Commission
 Vesper, Village of
 Viola, Village of
 Waldo, Village of
Wales, Village of
 Walworth, Village of
 Washburn, City of
Waterford, Village of
Waterloo, City of
Watertown, City of
Watertown Housing Authority
Waukesha, City of
Waukesha Water Utility
 Waunakee, Village of
 Waupaca, City of
 Wausaukee, Village of
 Wautoma, City of

Wauzeka, Village of
 Webster, Village of
 Webster Rural Fire
 Association
 West Central Wisconsin Bio
 Solids
West Milwaukee, Village of
 West Salem, Village of
 Westby, City of
Western Lakes Fire District
 Westfield, Village of
 Weston, Village of
 Weyauwega, City of
 Wheeler, Village of
 Whitehall, City of
 Whitelaw, Village of
 Williams Bay, Village of
 Wilton, Village of
Wind Point, Village of
 Windsor, Village of
 Winneconne, Village of
 Wisconsin Dells – Lake
 Delton Sewer
 Commission
 Wisconsin Rapids, City of
 Wisconsin Rapids Water
 Works and Lighting
 Commission
 Withee, Village of
 Wolf River Sanitary District
 Wonewoc, Village of
 Wonewoc Area Fire and
 Ambulance
 Wrightstown, Village of
 Wyocena, Village of
Yorkville, Village of
 Yuba, Village of



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: Brian Sajdak, City Attorney
DATE: December 13, 2022
SUBJECT: RESOLUTION 4002 A Resolution Approving a Contract for General Legal Services with Wesolowski, Reidenbach & Sajdak, S.C. of Franklin, Wisconsin for the Period January 1, 2023 - December 31, 2025

Background

Earlier this year, staff initiated a review of the City's legal services. As part of this process, a Request-for-Proposals (RFP) was issued in May, seeking applications for both the provision of general legal services across the organization, as well as for municipal prosecution services through the Mid-Moraine Municipal Court System. Following a review of the proposals received, a determination was reached to split the provision of general legal services and municipal prosecution services amongst two of the responding firms.

Accordingly, a two-year agreement for the provision of municipal prosecution services with the firm Houseman & Feind, LLP beginning on December 1 was approved by the Common Council on November 9. More recently, staff from the City Administrator's Office and the current City Attorney, Brian Sajdak, have been working to prepare a multi-year retainer agreement for general legal services with the firm of Wesolowski, Reidenbach & Sajdak, S.C., which is headquartered in Franklin. Of note, Mr. Sajdak has served as Mequon's City Attorney for just over eight years since being appointed to the position in late 2014.

To date, a contract reflecting a number of business terms discussed with the Common Council earlier this year has been finalized. Consequently, the proposed three-year retainer agreement is now being presented for approval in advance of becoming effective on January 1 next month.

Analysis

As indicated, a number of provisions have been included within the proposed retainer agreement, which replaces an annual engagement letter utilized previously by the City and Mr. Sajdak. These include the following:

- A listing of specific legal services covered under the City's monthly retainer, which are categorized as 'Routine Legal Services'. This includes the requirement to maintain in-person office hours up to one day per week, and closely mirrors many of the requirements pertaining to the position of City Attorney that are contained in the Mequon Municipal Code.
- A listing of specific legal services not covered under the City's monthly retainer, which are categorized as 'Non-Routine Legal Services'.
- Development of an annual work plan and completion of an annual performance review.

- The provision of monthly updates to the Mayor, Common Council and City Administrator.
- A cost discount if either monthly updates (5%) or billing invoices (5%) are not received by the 10th day of each month.

The agreement also acknowledges Mr. Sajdak's role as attorney for the Village of Germantown, as well as the newly established Southern Ozaukee Fire & EMS Department. Accordingly, additional language has been included governing potential conflicts of interest between the City and these other organizations, should such arise. Lastly, the agreement provides that either party may terminate the agreement at any time, upon the provision of 60-days written notice.

Fiscal Impact

Pursuant to the attached three-year agreement, general legal services will be provided at a cost of \$7,000 per month in 2023, equivalent to \$84,000 annually. During 2022, the City budgeted \$74,682 for general legal services. While the proposed monthly retainer amount represents an increase of roughly 12.5% from the monthly amount paid by the City in 2022, the figure calculated for 2023 assumes a workload of approximately 50 hours per month based on historical averages, billed at a rate of \$140 per hour. By comparison, other attorneys used by the City during 2022 have charged hourly rates between \$200-\$325 per hour. As also noted in the agreement, the monthly retainer amount of \$7,000 will adjust once during the term of the contract - by 5% at the beginning in 2024.

Additionally, all other matters covered outside of the normal monthly retainer (i.e., non-routine legal services) will be billed at a rate of \$180 per hour. As indicated in the proposed agreement, such non-routine services may include representation of the City in civil litigation brought in circuit or appellate court, land use development matters that are reimbursable to the City, and other specialized economic development work (e.g., tax increment district financing, industrial revenue bonds, etc.). In most cases, the City already contracts with other specialized attorneys to administer legal concerns in these areas, including litigation, large-scale land-use developments and bond issuances, to name a few. Accordingly, it is anticipated that most all of the general legal work performed on behalf of the City will be covered under the 'routine services' portion of the retainer agreement.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on December 13, 2022.

Attachments:

Retainer Agreement 2023-2025 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4002

A Resolution Approving a Contract for General Legal Services with Wesolowski, Reidenbach & Sajdak, S.C. of Franklin, Wisconsin for the Period January 1, 2023 - December 31, 2025

RECITALS

A. During Fiscal Year 2022, the City of Mequon conducted a periodic review of its legal services.

B. Following the receipt of proposals submitted in response to a Request-for-Proposals issued in May, the City Administrator's Office recommends the retention of the current City Attorney to handle general legal matters on behalf of the City.

C. The Finance-Personnel Committee has reviewed the above endorsement and recommends approval of the attached 3-year agreement with the firm Wesolowski, Reidenbach & Sajdak, S.C., for general legal services.

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

1. The Retainer Agreement for general legal services with Wesolowski, Reidenbach & Sajdak, S.C., of Franklin, Wisconsin, in the form attached hereto as Exhibit A, is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

**RETAINER AGREEMENT BETWEEN
WESOLOWSKI, REIDENBACH & SAJDAK, S.C.
AND THE CITY OF MEQUON**

This Retainer Agreement (“Agreement”) made and entered into effective January 1, 2023 (the “Effective Date”), between Wesolowski, Reidenbach & Sadjak, S.C., a Wisconsin service corporation (“Attorney”) and the City of Mequon, a Wisconsin municipal corporation (“Client”), each individually a “Party” and collectively the “Parties.”

AGREEMENT

1. Engagement and Appointment. Pursuant to Wis. Stat. § 62.09 and § 2-183 of the Mequon Municipal Code, the Client engages the Attorney to be the Client’s attorney, and specifically appoints Brian C. Sajdak, a member of the firm, to hold the office of City Attorney.

2. Services to be Rendered. Attorney shall provide legal advice and representation on contractual, statutory, regulatory, and any other legal matters related to the operation of Client. Services to be provided by Attorney are more particularly described as Routine and Non-Routine Services, as described below. Client reserves the right to retain, in its discretion, other legal counsel for litigation and other specialized legal matters and Attorney will offer recommendations concerning the selection of such outside legal counsel.

A. Routine Legal Services. Routine Legal Services shall include:

- i. Attendance all at regular meetings of the Common Council, standing committees of the Council, Ethics Board, Board of Review and the Board of Appeals, and such special meetings of these bodies as requested.
- ii. Telephone consultation, emails or videoconferences with City officials and City staff.
- iii. Review of agendas and hearing notices as requested.
- iv. Review of staff reports, resolutions, ordinances and other materials submitted with Common Council meeting packets.
- v. Review and direct processing of all claims received by the Client.
- vi. Review administrative policies and procedures.
- vii. Review and approve bidding documents and requests for proposals for City projects.
- viii. Review and approve destruction of documents per records retention policy.
- ix. Review public records requests referred by records custodians. Review responsive documents when a determination as to disclosure must be made.
- x. Review all contracts with third-party providers and other agencies, upon request.
- xi. Draft resolutions and ordinances of a routine nature, upon request.

- xii. Draft correspondence and legal opinions regarding the above matters, upon request.
- xiii. Render general oral and written legal advice to authorized City officials and staff.
- xiv. Provide information regarding legislation and court decisions having a significant impact on the Client, or its officials, staff, or operations.
- xv. Provide availability up to 8 hours per week at City Hall to deliver legal services, on days and times to be mutually agreed upon.
- xvi. Conduct up to two (2), two-hour workshops annually for City officials, staff, or employees on municipal law-related topics of general interest.
- xvii. Preparation of responses to annual audit requests.

B. Non-Routine Legal Services. Non-Routine Legal Services shall include:

- i. Attendance at meetings when requested by Client, other than those meetings specified as included in Routine Legal Services.
- ii. Representation of City and/or its elected officials, appointed officers and agents in civil litigation brought by or against Client in circuit court or Wisconsin appellate courts.
- iii. Provide availability at City Hall for legal services, on days and times beyond those included in Routine Services.
- iv. Negotiations, drafting agreements, and other services rendered with respect to land use development proposals and projects, the costs of which services are charged by Client to, or reimbursable to Client by, an applicant, landowner, developer, subdivider, etc.
- v. Other legal services provided to the Client which are routinely paid for by another source including work which constitutes a project cost of a tax increment district, or work related to the issuance of industrial revenue bonds.
- vi. Other legal services not specified as included in Routine Legal Services above.

C. Other Services. Attorney and Client understand and agree that Client utilizes another law firm for labor-related legal services and for code enforcement and municipal prosecution legal services. Attorney shall not have responsibility to provide these services. To the extent that Client requests Attorney to handle or assist with these matters, such work shall constitute Non-Routine Legal Services.

3. Client Duties. Client shall provide such assistance, information, cooperation, and access to books, records, and other information as is necessary for Attorney to render its services effectively and efficiently under this Agreement to Client.

4. Reporting; Review. Pursuant to section 2-183 of the Municipal Code:

A. Reports. By the 10th day of each month, Attorney shall provide written monthly reports report to the city administrator, mayor, and common council detailing the status of all pending and threatened litigation, other than municipal ordinance enforcement prosecutions, in which the city is involved, all outstanding legal opinion requests and all other long-term projects the city attorney is performing. Unless otherwise agreed to by the Client in advance, reports not submitted to Client by the 10th of each month shall result in a 5% reduction in the amount due for Attorney's legal services billed for that month (excluding costs and disbursements).

B. Review. Client shall review the performance of the city attorney and provide feedback to the city attorney at least annually. As part of the review process, Attorney shall prepare and submit an annual work plan.

5. Compensation. During the Term of this Agreement, Attorney shall be compensated as follows:

A. Routine Legal Services. At a rate of \$84,000 per year, in the form of a fixed retainer fee of \$7,000 per month, for the Routine Legal Services identified above. Effective July 1, 2024, the rate for Routine Legal Services shall increase 5% for the remainder of the Term.

B. Non-Routine Legal Services. At a rate of \$180 per hour for Non-Routine Legal Services described above.

C. Costs and Disbursements. Except as provided hereinbelow, all costs advanced and disbursements incurred by Attorney on the Client's behalf will be charged at their actual amount, including, but not limited to all costs incurred related to litigation (civil or criminal), court filing fees, jury fees, deposition costs, reporters' fees, witness fees, services of process fees, recording fees, fees for certified copies of records, postage, fees of mediators and arbitrators, overnight/express delivery and messenger services, travel expenses, if applicable, including lodging, parking fees, actual costs for large reproduction projects if performed by an outside service, title reports, and any other cost or expense not listed herein which are reasonably necessary to the resolution of a Client matter. Attorney will not charge mileage costs for traveling to or returning from City meetings held within the City. Attorney shall seek Client's prior written or verbal approval of costs and disbursements expected to exceed \$100.

6. Billing. By the 10th day of each month, Attorney shall submit invoices to Client for services performed during the preceding month. All Attorney services will be billed in one-tenth (1/10) hour increments, with a minimum charge of one-tenth hour for telephone calls, correspondence, and conferences. Costs and disbursements advanced or incurred by Attorney on Client's behalf will be itemized in the invoice. Unless otherwise agreed to by the Client in advance, invoices not submitted to Client by the 10th of each month shall be subject to a 5% reduction in the amount due for Attorney's legal services billed for that month (excluding costs and disbursements).

7. **Term.** This Agreement shall commence on the Effective Date of January 1, 2023 and shall remain in effect until December 31, 2025 (the “Term”). This Agreement shall automatically renew for successive one-year terms unless otherwise terminated.

8. **Attorney Representations.** Attorney makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

A. Attorney has the expertise, support staff, and facilities necessary to provide the services described in this Agreement.

B. Attorney shall diligently provide such legal services as are necessary and assigned by Client in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, will comply with all ethical duties, and will maintain the integrity of the attorney-client relationship. Attorney shall have the sole discretion to assign or reassign individual attorneys to represent Client, including appointment of assistants pursuant to Wis. Stat. §62.09(1)(f).

C. Attorney will preserve the attorney-client and attorney-work product privileges. Attorney will not disclose attorney-client or attorney-work product materials, except as necessary to promote Client’s interests with the consent of Client.

9. **Conflict of Interest Waiver.** Client is informed that Wisconsin’s Rules of Professional Conduct for Attorneys require, before an attorney may begin or continue to represent the client when the attorney has or had a relationship with another party interested in the subject matter of the attorney’s proposed representation of the client, that the attorney inform the client in writing of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client. Client is further informed that the Rules require that, before an attorney may represent a party who has, in a separate matter, an interest adverse to that of the attorney’s client in the separate matter, the attorney obtain the informed written consent of both parties. This Agreement advises Client of a potential conflict of interest in Attorney’s proposed representation of the Client as described herein and, by its signature to this Agreement as set forth below, to request Client’s informed written consent to waive such a potential conflict of interest and to the representation of the Client as described herein.

Client is further informed that Attorney is also general counsel to the Village of Germantown (“Village”) and the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”). Generally, that representation is on wholly unrelated matters, and is not adverse to Client. It is anticipated that there will be situations where the interests of the Client and the Village and/or SOFD will be aligned such that the legal advice provided to either would be the same. When faced with these circumstances, we will continue to provide representation to both. In the event that a matter arises where the respective interests of the Client and the Village and/or SOFD are adverse, we will cease representation of both on that matter once that conflict is identified. Client understands the above, and waives any conflicts where the Client and the Village and/or SOFD are not directly adverse.

10. Independent Contractor. In the performance of legal services under this Agreement, Attorney shall be, and acknowledges that Attorney is, in fact and under law, an independent contractor. Attorney has and retains the right to exercise full supervision and control of the manner and methods of providing services to Client under this Agreement. Attorney retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Attorney in the provision of services under this Agreement. With respect to Attorney's employees, Attorney shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes (whether federal, state, or local), and compliance with all other laws regulating employment.

11. Limited Liability Law. Attorney is registered as a service corporation with the Wisconsin Department of Financial Institutions. In order to operate as a service corporation, Attorney is required by Wisconsin Supreme Court Rule to file an annual registration with the State Bar of Wisconsin, maintain specified minimum levels of insurance and include an appropriate limited liability designation in its name (which is done through the use of "S.C"). Attorney is also required to explain to Client the significance that operating as a service corporation has on Attorney's responsibility for acts and omissions. As a service corporation, each attorney who will render services to Client may be liable for his or her acts and omissions, as may each attorney who actually supervises and controls that attorney. The firm as an entity may also be liable for the acts and omissions of its attorneys. However, individual attorneys who have no involvement with a matter are not subject to unlimited personal liability for that matter.

12. Notices. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as follows:

To Attorney:

Brian C. Sajdak
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

To Client:

City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

The Parties may, if necessary, amend this Agreement to indicate a change of address by ten (10) days written notice to the other Party, said notice to be given in the manner above described. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed by either Party.

13. Entire Agreement. This document contains the entire agreement of the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties, respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect, and all changes or modifications to this Agreement shall be made in and reduced to writing, duly signed and agreed to by both Parties.

14. Modification. This Agreement may be amended at any time by formal written agreement of the Parties, signed by authorized representatives of each Party.

15. Severability. If any part, term, portion, or provision of this Agreement is determined to be in conflict with any laws of the United States or of Wisconsin, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

16. Waiver. No waiver of a breach or provision of this Agreement shall constitute a waiver of any other breach or provision. The Parties' failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

17. Termination. Either Party may terminate this Agreement without cause upon written 60-day notice to the other Party. Wisconsin's Rules of Professional Conduct for Attorneys shall govern any termination of this Agreement.

ATTORNEY

WESOLOWSKI REIDENBACH & SAJDAK, S.C.

Brian C. Sajdak

CLIENT

CITY OF MEQUON

Andrew Nerbun, Mayor

ATTEST:

Caroline Fochs, Clerk



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

www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: December 6, 2022
SUBJECT: RESOLUTION 4003 A Resolution Releasing a Septic System Deed Restriction for the Property Located at Approximately 8435 W. Highland Road (Tax Parcel No. 14-016-02-003.00)

Background and Discussion

In 1989, the then-owner of the property located at approximately 8435 W. Highland Road sought a land division to split off a lot to build a residence on what is now 8437 W. Highland Road. At that time, the owner had not completed a perc test for the remainder of the property. In order to ensure that the owner (or any subsequent owner) did not seek to develop the property given the uncertainty as to whether the property would support a septic system, the Common Council, as a condition of approval of the land division, required a deed restriction to be recorded against the remainder parcel that restricted the use of the parcel to uses which do not require a sewage disposal system.

The current owner of the property desires to construct a new single-family home. In preparing to do so, they have obtained a soil test. The soil test confirms that the property would support a mound system for the home, and the owner has asked the City to release the deed restriction to allow for the construction of the home. Staff have reviewed the soil test and concur that it suggests that a mound system could be built on the property. For that reason, staff recommends releasing the deed restriction.

Fiscal Impact

Releasing the deed restriction will allow for the construction of a new residence which will lead to a slight increase in the City's tax base.

Recommendation

A recommendation is forthcoming from the Public Works Committee on December 13, 2022.

Attachments:

Deed Restriction - Highland Rd Mequon (PDF)
 Sprinkman Soil Tests (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4003

A Resolution Releasing a Septic System Deed Restriction for the Property Located at
Approximately 8435 W. Highland Road (Tax Parcel No. 14-016-02-003.00)

RECITALS

A. In 1989, as part of a land division approval, the Common Council required a deed restriction to be recorded against the remainder parcel that restricted the parcel to uses which do not require a sewage disposal system.

B. The requirement to include a deed restriction was commonly included to approvals where the landowner did not obtain a perc test on the parcel.

C. The current owner of the parcel has obtained a soil test which confirms that the property is suitable for a mound system, and the owner has asked that the City release the deed restriction.

D. City staff has reviewed the same and agrees that the deed restriction should be released.

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

1. The Deed Restriction recorded against the property located approximately at 8435 W. Highland Road (Tax Parcel No. 14-016-02-003.00) on April 21, 1989, as Document No. 415267 (Vol. 642, Page 293) is released.

2. The City Attorney is authorized and directed to prepare any necessary documentation for recording to effectuate this release, and the Mayor and the City Clerk are authorized and directed to execute the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

415267

VOL 642 PAGE 293

9.d.a

DEED RESTRICTION

The undersigned, on behalf of his heirs and assigns, as a condition of land division approval by the City of Mequon Planning Commission and in order to comply with Section 3.04(2)(e)1. of the City of Mequon Code of Ordinances does hereby restrict the use of the following described property to those uses which do not require a sewage disposal facility:

That part of the northeast 1/4 and the northwest 1/4 of Section 16, Township 9 north, Range 21 east, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said northeast 1/4 section 16; thence S. 0°30'57"W. 40.00' to the point of beginning of the parcel to be described. Thence N. 89°57'45"E 661.74' to a point in the east line of the west 1/2 of the northwest 1/4 of said northeast 1/4 section 16; thence S. 0°27'38"W along the east line of the west 1/2 of the northwest 1/4 of said northeast 1/4 Section 16, 1289.88' to the southeast corner of the west 1/2 of the northwest 1/4 of said northeast 1/4, Section 16; thence S. 89°57'31"W. along the south line of the west 1/2 of the northwest 1/4 of said Northeast 1/4 Section 16, 662.975 feet to the southeast corner of the northeast 1/4 of said Northwest 1/4 Section 16; thence S. 89°53'10"W along the south line of the northeast 1/4 of said Northwest 1/4 section 16, 585.03' to a point; thence N. 0°08'47"W 792.52' to a point; thence S. 89°51'13"W 149.25' to a point; thence N. 0°08'47"W 497.00' to a point; thence N. 89°51'13"E. 193.90' to a point; thence S. 0°08'47"E 360.00' to a point; thence N. 89°51'13"E, 150.00' to a point; thence N. 0°08'47"W. 360.0' to a point; thence N. 89°51'13"E, 405.29' to the point of beginning.

14-016-02-002.00*

The provisions of this restriction shall be effective only so long as Section 3.04(2)(e)1. or successor ordinance is in effect or applies to the above described property. This restriction may not be removed without the consent of the City of Mequon.

E. Lynn Knuth Estate

George Knuth PR.

Owner, George Knuth

Subscribed and sworn to before me this 9th day of March, 1989.

Laurie M. Deppisch
Notary Public, State of Wisconsin
My Commission Expires 9-27-92.

RECORDED

This instrument was drafted by John A. Meyer, Attorney.

1989 APR 21 AM 10:25

Ronald H. Veit
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

Attachment: Deed Restriction - Highland Rd Mequon (RESOLUTION 4003 : A Resolution Releasing a Septic System Deed Restriction for the



Department of Commerce
Division of Safety and Buildings

SOIL EVALUATION REPORT
in accordance with Comm 85, Wis. Adm. Code

Page 1 of 3
Eric Schmitz Corporation

9.d.b

Attach complete site plan on paper not less than 8½ x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04 (1) (m)).

County	Ozaukee
Parcel I.D.	14-016-02-002.00
Reviewed By	Date

Property Owner Coltyn & Katelyn Sprinkman	Property Location Govt. Lot NW1/4, NE1/4, S16, T9N, R21E		
Property Owner's Mailing Address N110 W15943 Catskill Lane	Lot # 2	Block #	Subd. Name or CSM# C.S.M. No. 2047
City Germantown	State WI	Zip Code 53022	Phone Number
☒ City		☐ Village	☐ Town
Mequon		Nearest Road See Drawing	

☒ New Construction	Use: ☒ Residential / Number of bedrooms 4	Code derived design flow rate 600	GPD
☐ Replacement	☐ Public or commercial - Describe:		
Parent material Loess over Glacial Till		Flood plain elevation, if applicable NA ft.	
General comments Site is suitable for a mound system. See Mound Component Manual for Septic Tank Effluent for Private Onsite Wastewater Systems. and recommendations:			

1	Boring #	☐ Boring	Ground surface elev. 98.5 ft.	Depth to limiting factor 28 in.	Soil Application Rate					
		☒ Pit							GPD/ft²	
									*Eff#1	*Eff#2
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots		
A p	0-10	10YR3/2	-	sil	2fsbk	mvfr	as	3vf	0.6	0.8
E	10-14	10YR5/3	-	sil	2fsbk	mvfr	cw	2vf	0.6	0.8
Bt1	14-22	7.5YR3/4	-	cl	2mabk	mfr	cw	1vf	0.4	0.6
Bt2	22-28	7.5YR3/4	-	scl & gr	2fabk	mfr	gw	1vf	0.4	0.6
				10-15%						
C	28-48	10YR5/4	c-2-d 7.5YR5/8	gr. sl	1fpl	mfr	-	1vf	0.4	0.6
				25-30%						

2	Boring #	☐ Boring	Ground surface elev. 99.8 ft.	Depth to limiting factor 37 in.	Soil Application Rate					
		☒ Pit							GPD/ft²	
									*Eff#1	*Eff#2
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots		
A p	0-16	10YR3/2	-	sil	2fsbk	mvfr	as	3vf-f	0.6	0.8
E	16-19	10YR5/3	-	sil	2fsbk	mvfr	cw	2vf	0.6	0.8
Bt1	19-31	7.5YR3/4	-	cl	2mabk	mfr	cw	1vf	0.4	0.6
Bt2	31-37	7.5YR3/4	-	scl & gr	2fabk	mfr	gw	1vf	0.4	0.6
				10-15%						
C	37-60	10YR5/4	c-2-d 7.5YR5/8	gr. lfs	1fsbk	mvfr	-	1vf	0.5	1.0
				25-35%						

* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS >30 ≤ 150 mg/L

* Effluent #2 = BOD₅ ≤ 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print) Eric M. Schmitz	Signature:	CST Number 222021
Address Eric Schmitz Corporation 2334 Stonebridge Circle Unit A West Bend, WI 53095	Date Evaluation Conducted 8/28/2022	Telephone Number 262-338-6994

SBD-8330 (R.07/00)

Attachment: Sprinkman Soil Tests (RESOLUTION 4003 : A Resolution Releasing a Septic System Deed Restriction for the Property Located at Approximately 84)

3

Boring #
☐ Boring
☒ Pit

Ground surface elev. 103.4 ft. Depth to limiting factor 32 in.

Soil Application Rate

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	GPD/ft²	
									*Eff#1	*Eff#2
A p	0-8	10YR3/2	-	sil	2fsbk	mvfr	as	3vf	0.6	0.8
Bt 1	8-20	7.5YR3/4	-	cl	2mabk	mfr	cw	2vf	0.4	0.6
Bt 2	20-32	7.5YR3/4	-	scl & gr	2fabk	mfr	gw	1vf	0.4	0.6
				10-15%						
C	32-60	10YR5/4	f-1-d 7.5YR5/8	gr. lfs	1fsbk	mvfr	-	-	0.5	1.0
				25-35%						

Boring #
☐ Boring
☐ Pit

Ground surface elev. _____ ft. Depth to limiting factor _____ in.

Soil Application Rate

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	GPD/ft²	
									*Eff#1	*Eff#2

Note : Page 3 of 3 is attached location and detailed drawings.

* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS >30 ≤ 150 mg/L

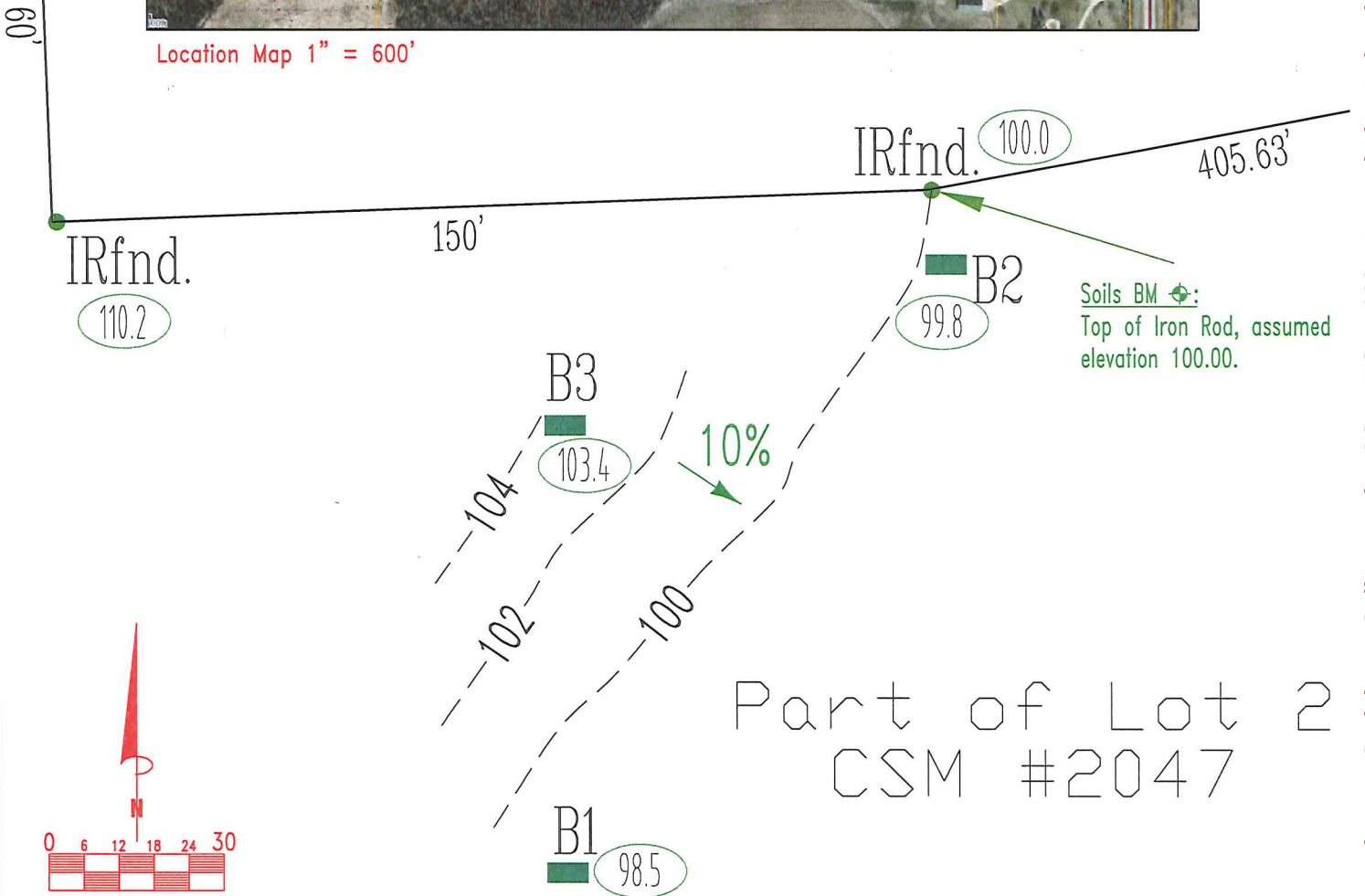
* Effluent #2 = BOD₅ ≤ 30 mg/L and TSS ≤ 30 mg/L

The Department of Commerce is an equal opportunity service provider and employer. If you need assistance to access services or need material in an alternate format, please contact the department at 608-266-3151 or TTY 608-264-8777.

Attachment: Sprinkman Soil Tests (RESOLUTION 4003 : A Resolution Releasing a Septic System Deed Restriction for the Property Located at Approximately 84)

Soil Test Site Plan For: Coltyn & Katelyn Sprinkman

Lot 2 of Certified Survey Map
No. 2047. Part of the NW ¼ of
the NE ¼ of Section 16, T9N,
R21E, City Of Mequon, Ozaukee
County, Wisconsin.



[Signature]



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

www.ci.mequon.wi.us

Office of Public Safety Committee

TO: Common Council
FROM: David Bialk, Fire Chief
DATE: December 1, 2022
SUBJECT: RESOLUTION 4004 A Resolution Approving a Vehicle Usage Agreement Between the City of Mequon, the Village of Thiensville and the Southern Ozaukee Fire & Emergency Medical Services Department for Fiscal Year 2023

Background

The inter-governmental agreement between the City of Mequon and the Village of Thiensville signed in April of 2022 created the Southern Ozaukee Fire & Emergency Medical Services Department (SOFD). One of the provisions in the IGA was that each community would maintain ownership of their fire and EMS vehicle fleet in 2023 until a capital equipment consolidation plan was established. Since the SOFD is an independent body from the two communities, it is necessary for a SOFD to enter into a vehicle usage agreement with the City of Mequon and Village of Thiensville for the use of their emergency vehicles during Fiscal Year 2023, which begins on January 1.

Analysis

Using the City of Mequon's legal services, a Vehicle Usage Agreement has been drafted and attached for execution. The City and Village will maintain liability insurance on their vehicles while the SOFD will carry collision and comprehensive insurance.

Noteworthy are the following conditions of the agreement:

- The term of the agreement is until the vehicle titles are transferred to SOFD on or before December 31, 2023.
- Each community is responsible for the maintenance of their own equipment.
- No lease or rental payment will be due to either community.

Fiscal Impact

None.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on December 13, 2022.

Attachments:

Vehicle Use Agreement - Revised (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4004

A Resolution Approving a Vehicle Usage Agreement Between the City of Mequon, the Village of Thiensville and the Southern Ozaukee Fire & Emergency Medical Services Department for Fiscal Year 2023

RECITALS

A. The City of Mequon Fire Department and Village of Thiensville Fire Department are merging to become the Southern Ozaukee Fire & Emergency Medical Services Department (SOFD) on January 1, 2023.

B. The City of Mequon will maintain vehicle titles for all of its emergency vehicles until such time in 2023 that they are transferred over to the SOFD.

C. City staff has determined that a vehicle usage agreement between the City of Mequon, the Village of Thiensville and the SOFD is needed to fulfill insurance requirements to operate emergency vehicles under the SOFD beginning on January 1, 2023.

D. Fire Department staff has worked with legal staff to prepare a Vehicle Usage Agreement to allow for SOFD members to use City of Mequon vehicles for all or part of 2023.

E. The Public Safety Committee at its meeting on December 13, 2022 agreed with staff's recommendation to approve the Vehicle Usage Agreement between the City of Mequon, the Village of Thiensville and the SOFD, attached as Exhibit A.

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

1. The Vehicle Usage Agreement with the Southern Ozaukee Fire and Emergency Medical Services Department in the form as attached is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

VEHICLE USAGE AGREEMENT

WHEREAS, the City of Mequon (the “City”) and the Village of Thiensville (the “Village”) each operated a Fire Department which required the ownership and use of certain fire and emergency medical service vehicles; and

WHEREAS, the City and Village entered into an intergovernmental agreement (the “IGA”) to combine their two fire departments into a single department known as the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”); and

WHEREAS, the IGA provides that SOFD may initially utilize the fire and emergency medical service vehicles and apparatus that are owned by the City or Village; and

WHEREAS, the City, Village and SOFD desire to enter into the Vehicle Usage Agreement to formalize the terms of SOFD’s use of City and/or Village fire and emergency medical service vehicles;

NOW, THEREFORE, the parties hereby agree that SOFD may utilize the fire and emergency medical service vehicles and other apparatus of the City and/or the Village subject to the following conditions:

1. Commencing on January 1, 2023, SOFD shall be entitled to utilize the fire and emergency medical service vehicles and other apparatus of either the City, the Village, or both until such time as title to the vehicles transfers to SOFD pursuant to the IGA, or December 31, 2023, whichever is sooner (the “Term”).
2. During the term of this Agreement, the City in the case of City-owned equipment, or the Village in the case of Village-owned equipment, will provide the labor for the maintenance of the vehicles and apparatus used by SOFD to keep the equipment in good working order. SOFD shall be responsible for the cost of any parts or materials necessary for the maintenance of the vehicles and apparatus, the full costs of any repairs necessary on the equipment, and any other expenses associated with operating the equipment.
3. SOFD shall pay the cost of auto liability, collision and comprehensive insurance coverage to insure against physical damage to the equipment used. Each of the parties agrees to secure and maintain at all times during the term of this agreement general liability insurance to protect each party against any and all claims for injury or loss arising out of or related to the provision and use of the equipment.
4. Each party hereby agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of

Exhibit A

anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the indemnified party its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

5. The City and Village retain sole ownership of the City or Village equipment utilized by SOFD, subject only to the rights of use granted to SOFD pursuant to this Agreement.

6. No lease or rental payment shall be due to the City or Village for SOFD's use of the fire and emergency medical service vehicles and apparatus pursuant to this Agreement.

7. All parties agree that their respective benefits pursuant to this agreement constitutes sufficient consideration for the Agreement.

8. No change or other agreement will be binding unless in writing and signed by the parties.

VILLAGE OF THIENSVILLE**CITY OF MEQUON**

Van A. Mobley, President

Andrew Nerbun, Mayor

Amy Langlois, Clerk

Caroline Fochs, City Clerk

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

Exhibit A

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

Van A. Mobley, President

Andrew Nerbun, Vice President



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: December 13, 2022
SUBJECT: RESOLUTION 4005 A Resolution Awarding a Contract for the Installation of Thirty-Four (34) Sanitary Sewer Building Lateral Clean-outs to Globe Contractors of Pewaukee, Wisconsin in the Amount of \$282,921

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, included 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 (LS H) to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the Private Property Inflow and Infiltration 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.

Analysis

The contract documents to install clean-outs on building sewer laterals to complete necessary rehabilitation were advertised and three bids were opened, as summarized below for the LS H Area (see also Exhibit A).

Contractor	Amount
Globe Contractors	\$282,921
Mid-City	\$285,980
MJ Construction	\$300,815

The includes work on 34 laterals in the LS H Area. This is an addition to work on 117 laterals in the Riverdale Park Lift Station "F" Area that are to be completed by MJ Construction. This work will be completed in winter 2022-2023 as that will minimize expenses for restoration of lawns on private property and in the right-of-way.

MMSD allocates funding each year to Mequon for eligible expenses to complete sewer lateral work that reduces leaks and infiltration. In 2022, the Mequon allocation from the Milwaukee Metropolitan Sewerage District (MMSD) was \$229,351. Also, the MMSD released a competitive funding application process late this year, and that application is completed as Exhibit B. The competitive funding application is for \$282,921 to cover the amount of work in the LS H Area, yet that funding is not guaranteed. The funding application deadline is December 31, 2022. Completion of the work under this proposed contract is contingent upon MMSD funding, either

through competitive funding or annual allocation, unless use of the City's self-funding capital account is contemplated.

Fiscal Impact

The reimbursable PPI/I Account 610669-740006, receives an annual allocation to offset expenses. In spring 2023, an annual allocation of approximately \$229,000 is expected from MMSD. The project is anticipated for completion in spring 2023. MMSD allocates funding each year to Mequon for eligible expenses to complete sewer lateral work that reduces leaks and infiltration. This work is eligible for reimbursement.

With the accumulated annual allocations, the MMSD Commission approved a change order on November 21, 2022, in the amount of \$696,242 to complete this workplan under the funding agreement, where any remaining funds in that budget could also be used for this work in the LS H Area.

Recommendation

Staff recommends the Sewer Utility District Commission favorably endorse and the Common Council approve the contract award, contingent upon MMSD funding.

Attachments:

Exhibit A - Bid Item Details (#3566-22-C) (PDF)

Exhibit B - PPII_Competitive Funds Application (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4005

A Resolution Awarding a Contract for the Installation of Thirty-Four (34) Sanitary Sewer Building Lateral Clean-outs to Globe Contractors of Pewaukee, Wisconsin in the Amount of \$282,921

RECITALS

A. 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, where this Funding Agreement was amended to a total budget amount of \$1,649,242.

B. A number of sewer projects were identified as part of the FY2023 Sanitary Sewer Budget adopted by the Common Council on November 9, 2022.

C. On September 1, 2022, the City of Mequon Department of Public Works Engineering Division received and reviewed various bids from qualified contractors to install clean-outs on laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

D. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

E. Staff recommends that Sewer Lateral Rehabilitation work to install 34 clean-outs on existing sanitary sewer building laterals in the Riverland Drive Lift Station “H” Area be awarded to Globe Contractors of Pewaukee, Wisconsin in the amount of \$282,921, contingent upon an increase in MMSD’s funding to the City of Mequon for 2023.

F. The Sewer PPI/I Account 611669-740006 is a reimbursable account with a sufficient balance to fund this project.

G. The Sanitary Utility District Commission at its meeting on December 13, 2022, endorsed staff’s recommendation.

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

1. The Contract for Sewer Lateral Rehabilitation work to install 34 clean-outs on existing sanitary sewer building laterals in the Riverland Drive Lift Station “H” Area in the

amount of \$282,921 is approved and awarded to Globe Contractors of Pewaukee, Wisconsin, contingent upon an increase in the City's funding agreement with MMSD, 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: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

Sanitary Building Sewer Lateral Cleanout Installation in Riverdale Park Lift Station ?F? Area and Riverland Drive Lift Station ?H? Area (#8279003)
Owner: City of Mequon
Solicitor: raSmith
09/01/2022 11:00 AM CDT

Exhibit A

\$282,921

				E MJ Construction, Inc.				Globe Contractors, Inc.		Mid City Corporation	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
LS F in ROW	1		1 Traffic Control	LS	1	\$100.00	\$100.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00
	2		2 Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	80	\$4,800.00	\$384,000.00	\$5,000.00	\$400,000.00	\$7,650.00	\$612,000.00
	3		3 Permanent Sanitary Building Sewer Lateral Cleanout Pavement Installation	EA	4	\$5,600.00	\$22,400.00	\$6,500.00	\$26,000.00	\$8,750.00	\$35,000.00
	4		4 4-Inch PVC Sanitary Building Sewer Lateral	LF	180	\$50.00	\$9,000.00	\$420.00	\$75,600.00	\$140.00	\$25,200.00
	5		5 6-Inch PVC Sanitary Building Sewer Lateral	LF	324	\$52.00	\$16,848.00	\$429.00	\$138,996.00	\$145.00	\$46,980.00
	6		6 4-Inch to 6-Inch PVC Sanitary Building Sewer Lateral Reducer Fitting	EA	18	\$60.00	\$1,080.00	\$200.00	\$3,600.00	\$60.00	\$1,080.00
	7		7 Lawn Restoration; Watered Sod	SY	352	\$35.00	\$12,320.00	\$50.00	\$17,600.00	\$65.00	\$22,880.00
	8		8 Concrete Pavement Restoration	SY	2	\$1,500.00	\$3,000.00	\$300.00	\$600.00	\$500.00	\$1,000.00
	9		9 Asphalt Pavement Restoration	SY	15	\$300.00	\$4,500.00	\$200.00	\$3,000.00	\$225.00	\$3,375.00
	10		10 If Authorized, Shoulder Restoration	SY	6	\$45.00	\$270.00	\$100.00	\$600.00	\$100.00	\$600.00
	11		11 If Authorized, Sanitary Building Sewer Lateral CCTV Televising	LF	65	\$50.00	\$3,250.00	\$60.00	\$3,900.00	\$15.00	\$975.00
	12		12 If Authorized, Sonde Lateral Locating	LF	361	\$80.00	\$28,880.00	\$100.00	\$36,100.00	\$10.00	\$3,610.00
	13		13 If Authorized, Tree Removal	IN-DIA	240	\$40.00	\$9,600.00	\$100.00	\$24,000.00	\$40.00	\$9,600.00
	14		14 Landscaping Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	15		15 Landscaping Fence Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	16		16 Landscaping Vegetation Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	17		17 Landscaping Hardscape Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	18		18 If Authorized, Sanitary Building Sewer Lateral Cleanout Installation	EA	8	\$6,200.00	\$49,600.00	\$5,100.00	\$40,800.00	\$7,500.00	\$60,000.00
	19		19 Temporary Property Access	LS	1	\$25,480.00	\$25,480.00	\$25,480.00	\$25,480.00	\$25,480.00	\$25,480.00
Base Bid Total:							\$590,328.00		\$821,776.00		\$871,280.00
Additive Bid #1:											
LS H in ROW	1A	1A	Traffic Control	LS	1	\$100.00	\$100.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
	2A	2A	Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	16	\$4,800.00	\$76,800.00	\$5,500.00	\$88,000.00	\$7,650.00	\$122,400.00
	3A	3A	4-Inch PVC Sanitary Building Sewer Lateral	LF	21	\$5,600.00	\$117,600.00	\$431.00	\$9,051.00	\$140.00	\$2,940.00
	4A	4A	6-Inch PVC Sanitary Building Sewer Lateral	LF	75	\$52.00	\$3,900.00	\$435.00	\$32,625.00	\$145.00	\$10,875.00
	5A	5A	4-Inch to 6-Inch PVC Sanitary Building Sewer Lateral Reducer Fitting	EA	3	\$60.00	\$180.00	\$200.00	\$600.00	\$60.00	\$180.00
	6A	6A	Lawn Restoration; Watered Sod	SY	70	\$35.00	\$2,450.00	\$50.00	\$3,500.00	\$65.00	\$4,550.00
	7A	7A	If Authorized, Shoulder Restoration	SY	2	\$45.00	\$90.00	\$100.00	\$200.00	\$100.00	\$200.00
	8A	8A	If Authorized, Sonde Lateral Locating	LF	145	\$50.00	\$7,250.00	\$116.00	\$16,820.00	\$15.00	\$2,175.00
	9A	9A	Temporary Property Access: ALLOWANCE of \$3,920	LS	1	\$3,920.00	\$3,920.00	\$3,920.00	\$3,920.00	\$3,920.00	\$3,920.00
							\$212,290.00		\$155,816.00		\$148,240.00
Additive Bid #2:											
LS F F Priv. Prop	1B	1B	Traffic Control	LS	1	\$100.00	\$100.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00
	2B	2B	Temporary Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	4	\$4,700.00	\$18,800.00	\$5,600.00	\$22,400.00	\$7,500.00	\$30,000.00
	3B	3B	Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	15	\$4,800.00	\$72,000.00	\$5,500.00	\$82,500.00	\$7,650.00	\$114,750.00
	4B	4B	4-Inch PVC Sanitary Building Sewer Lateral	LF	84	\$50.00	\$4,200.00	\$397.00	\$33,348.00	\$140.00	\$11,760.00
	5B	5B	6-Inch PVC Sanitary Building Sewer Lateral	LF	66	\$52.00	\$3,432.00	\$398.00	\$26,268.00	\$145.00	\$9,570.00
	6B	6B	Lawn Restoration; Watered Sod	SY	110	\$35.00	\$3,850.00	\$50.00	\$5,500.00	\$65.00	\$7,150.00
	7B	7B	Concrete Pavement Restoration	SY	2	\$1,500.00	\$3,000.00	\$300.00	\$600.00	\$500.00	\$1,000.00
	8B	8B	Additional Lawn Restoration: ALLOWANCE of \$10,000	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	9B	9B	If Authorized, Sonde Lateral Locating	LF	143	\$50.00	\$7,150.00	\$116.00	\$16,588.00	\$15.00	\$2,145.00
	10B	10B	Additional Driveway Restoration: ALLOWANCE of \$5,000	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	11B	11B	Temporary Single Sweeping Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	6	\$6,200.00	\$37,200.00	\$4,200.00	\$25,200.00	\$7,400.00	\$44,400.00
							\$164,732.00		\$229,004.00		\$236,775.00
Additive Bid #3:											
LS H Priv. Prop	1C	1C	Traffic Control	LS	1	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
	2C	2C	Temporary Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	2	\$4,700.00	\$9,400.00	\$5,200.00	\$10,400.00	\$7,400.00	\$14,800.00
	3C	3C	Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	10	\$4,800.00	\$48,000.00	\$5,000.00	\$50,000.00	\$7,650.00	\$76,500.00
	4C	4C	Permanent Sanitary Building Sewer Lateral Cleanout Pavement Installation	EA	1	\$5,600.00	\$5,600.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00
	5C	5C	4-Inch PVC Sanitary Building Sewer Lateral	LF	69	\$50.00	\$3,450.00	\$435.00	\$30,015.00	\$140.00	\$9,660.00
	6C	6C	6-Inch PVC Sanitary Building Sewer Lateral	LF	15	\$52.00	\$780.00	\$436.00	\$6,540.00	\$145.00	\$2,175.00
	7C	7C	4-Inch to 6-Inch PVC Sanitary Building Sewer Lateral Reducer Fitting	EA	1	\$60.00	\$60.00	\$200.00	\$200.00	\$60.00	\$60.00
	8C	8C	Lawn Restoration; Watered Sod	SY	57	\$35.00	\$1,995.00	\$50.00	\$2,850.00	\$65.00	\$3,705.00
	9C	9C	Asphalt Pavement Restoration	SY	4	\$300.00	\$1,200.00	\$200.00	\$800.00	\$500.00	\$2,000.00
	10C	10C	Additional Lawn Restoration: ALLOWANCE of \$5,000	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	11C	11C	Additional Driveway Restoration: ALLOWANCE of \$5,000	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	12C	12C	Temporary Single Sweeping Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	1	\$6,500.00	\$6,500.00	\$4,200.00	\$4,200.00	\$7,400.00	\$7,400.00
	13C	13C	If Authorized, Tree Removal	IN-DIA	36	\$40.00	\$1,440.00	\$100.00	\$3,600.00	\$40.00	\$1,440.00
							\$88,525.00		\$127,105.00		\$137,740.00

Exhibit B

PPII Competitive Funds Application 2022

Each budget year, a Competitive Application Process will be conducted to provide the opportunity to acquire PPII Reduction Municipal (PPII-M) Program funding in addition to that available through the Annual Municipality Funding Allocations. Regardless of District Chapter 3 wet-weather performance compliance status, all municipalities are eligible to submit an application through the Competitive Application Process.

This form serves as the application to request Competitive Funds for a new Work Plan or for work scope and related costs supplemental to an existing Work Plan. If funding is awarded to a municipality through the Competitive Application Process, this application and the associated Work Plan (if applicable) will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this fillable-form and supporting document attachments via the MMSD Municipal Portal.

I. APPLICANT INFORMATION

Municipality: Mequon	Primary Contact Name: Kevin Driscoll
Primary Contact Phone #: 262-236-2937	Primary Contact Email: kdriscoll@ci.mequon.wi.us

II. FUNDING REQUEST

1. What is the total value of the request by the municipality for funding through the PPII Competitive Application Process?	\$ 282,291.00
2. Will the requested competitive funds be for work scope and related costs supplemental to an existing Work Plan (approved or pending approval)? ☒ Yes ☐ No If YES , please proceed with completing this application form. If NO , please skip to question 7. Please complete a standard PPII Work Plan form and submit this PPII Competitive Funds Application with the PPII Work Plan as an attachment.	
3. If the existing Work Plan has been approved through an executed MMSD Funding Agreement, what is the Funding Agreement number? M10005-ME01	
4. If the Work Plan is pending validation/approval, please provide the municipality project name and the date the Work Plan was submitted to the District.	

III. SUPPLEMENTAL INFORMATION

5. Describe the scope of work changes associated with this request for Competitive Funds. Please include a comprehensive description of the scope of work with all relevant details such as added project area (streets, neighborhood, etc), added number of total properties in the project area, number of added assumed participating properties, additional change in work elements (ex. added foundation drain disconnect, added lateral rehab scope, added flow meters, etc.).

Add 34 more locations to install new clean-outs on existing building sewer laterals. This work would be covered under City contract #3566-22-C. Bids were received and opened on August 1, 2022. See attached bid detail.

After the clean-outs are installed, the City plans to test and seal laterals with grout from those 34 new external clean-outs. The cost of the testing and sealing work may come from the 2023 annual allocation to Mequon.

Note: If applicable, please submit the following attachments with your application:

- Updated project area map
- Updated Cost Estimate with units, unit costs, and totals
- Updated Engineering Costs with estimates for hours and billing rates by work phase. Include the assumptions used for the basis of construction, engineering, and labor costs that are part of the funding request.

6. Will there be any changes to the project schedule as submitted with the original Work Plan or included in the fully executed Funding Agreement?

☒ Yes ☐ No **Clean-out Installation from Winter 2022-2023 through Spring 2023**

Testing and Sealing Laterals from Summer 2023 through Spring 2024

If YES, please submit an updated project schedule with your application.

7. Please fill out **Column A** for each rehabilitation activity proposed to be completed through the project. Please fill it out based on the TOTAL number of participating parcels, including any parcels being added through this competitive funding request. Parcels can be counted more than once if there are multiple rehab activities being completed on the same parcel.

Rehab Activity	A. # Participating Parcels for this Activity
Sanitary Lateral Relay	
Sanitary Lateral Spot Repair (<65%)	
Foundation Drain Disconnection	
Storm Lateral Installed	
Grout – Abandoned connection	
Grout – Full lateral	34
Grout – Connection only	
Grout – Partial lateral	

IV. EVALUATION CRITERIA SUMMARY

Title of Criteria	Criteria Max Points	Summary of Criteria
Public Awareness & Innovation Value	15	Applications that mention innovative infiltration and inflow reduction practices that have not been commonly implemented in the region, technology, public awareness, and visibility will be scored higher.
Management of Project	15	The District will consider the ability of the proposed Applicant to successfully manage all phases of the project including planning, design, construction phase engineering, construction inspection, post-construction/ warranty, and project communication. Past performance on meeting scope, participation goals, schedule, and budget for PPII projects will be considered.
Project Shovel Readiness	10	Projects that have previous design, planning, or investigative work completed and are ready for construction will be scored higher.
Budget Information	15	The application must document the cost information including the \$ request to the District and total project cost for each project element with supporting documentation. Projects with higher cost-share percentage in both monetary terms, in-kind contributions and secured matching funding will be scored higher.
Private Property Infiltration and Inflow Reduction	20	The application should state the quantity of each rehabilitation activity (E.g. Sanitary Lateral Relay) proposed to be completed with the requested funding. These quantities will be used by MMSD to evaluate the estimated clear water volume reduction per project parcel based on the District's Wastewater Pollutant Discharge Elimination System (WPDES) permit goal for PPII reduction. The application will also be evaluated based on the ability of the Applicant to quantitatively measure and report on the performance results of this PPII reduction project. Section IV of the Work Plan form will be used to assess the Applicant for this criteria. If the Applicant wishes to submit additional documentation to supplement Section IV of the work plan, it can be submitted to the District with this Competitive Funding Application.
Wet Weather Management & Compliance	10	Project areas with a history of wet weather management issues and that are not in compliance with District Chapter 3 rules will be scored higher due to the potential to eliminate infiltration and inflow from critical sewershed(s)/metershed(s). Please provide information and/or documentation addressing the following criteria if applicable to the project area. Project Evaluation Criteria: • Project area has non-compliant sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance • Project area has a history of CSOs or SSOs • Project area has had recurring basement backup reports in the past 10 years • Project area has permitted (or unpermitted) wet-weather bypass locations • Project area has pre-project baseline data (ex. Metering, lift station run time, bypass pumping, etc).

Title of Criteria	Criteria Max Points	Summary of Criteria
CDC Social Vulnerability Index 2018- USA- Over All SVI	5	Projects located in Low to moderate, Moderate to High, or High census tracts according to the data from the 2018 Social Vulnerability Index (SVI) will be awarded points based on the following scoring system: • 5 pts = High • 3 pts = Moderate to High • 1 pts = Low to Moderate • 0 pts = Low The Social Vulnerability Index (SVI) uses U.S. Census data to determine the social vulnerability of every county and tract. CDC SVI ranks each county and tract on 15 social factors. The SVI was created by the Centers for Disease Control and Prevention (CDC) / Agency for Toxic Substances and Disease Registry (ATSDR) / Geospatial Research, Analysis, and Services Program (GRASP). Use the below link for reference and determining if the project qualifies for the points only: https://www.arcgis.com/home/webmap/viewer.html?webmap=fbc1d626b7a8442c8c737ef80ed6b6b7
Completeness of Application	10	Points for completeness of application and components of completeness include: Requested information and documentation is concise, comprehensive, accurate, and well organized. The project description and scope of work is well defined and clearly described. Cost estimates are detailed, well organized, and realistic establishing a clear basis of the cost of the project. The elements, function, and purpose of project are readily relatable to the Program objectives based on the information provided. Revisions and iterations to achieve a complete application are minimal.
TOTAL POINTS	100	

Schedule Revised 11/23/2022

The following Schedule is outlined with major milestones.

M10005ME01 (Implementation in LS H&F Areas)

- *May 11, 2021 – Mequon SUDC/CC Authorized Funding Agreement, Res. 3842*
 - *July 26, 2021 – MMSD Commission Approved Funding Agreement*
 - *August 26, 2021 – Funding Agreement established*
 - *October 28, 2021 – SUDC Recommendation Bid Rejection (Sewer Lateral Work Exceeded Budget)*
 - *November 3, 2021 – Staff Requested proposal for Consultant Services to Re-Bid Lateral Work*
 - *November 9, 2021 – Common Council Rejected Bids that Exceeded Budget, Res. 3892*
 - *December 14, 2021 – Consultant Authorized to Revised Contract Document, Res. 3905*
 - *April 12, 2022 – Authorized Sonde Location to Northern, Res. 3947*
 - *April 12, 2022 – Authorized Lateral Inspection Services to Bloom, Res. 3947*
 - *May 10, 2022 – Authorized Testing and Sealing with Grout from Mains, Res. 3954*
 - *May 10, 2022 – Authorized Inspection of 3566-22-G1, Res. 3955*
 - *Summer 2022 Sonde Lateral Work Completed / raSmith processing Survey*
 - *September 13, 2022 – SUDC Authorized allocation of additional funding for ME01, Res. 3890*
 - *September 13, 2022 – Authorization for MJ to Install Clean-outs in LS F, Res. 3891*
 - *November 21, 2022 – MMSD authorized additional funding for ME01*
 - *December 2022 – Notice to Proceed for MJ Installation of Cleanouts Installations in LS F*
 - *December 13, 2022 – SUDC Authorization of competitive funding application for ME01, LS H*
 - *December 13, 2022 – Authorization for Globe to Install Clean-outs in LS H, pending funding*
 - *Winter 2022-2023 – Begin Clean-out installations*
 - *January 2023 – Advertise Testing and Sealing with Grout from Clean-outs*
 - *February 2023 – Award Testing and Sealing with Grout from Clean-outs*
 - *Spring 2023 – Continue Clean-out installations / Complete Plumbing Permits*
 - *Late Spring / Early Summer 2023 – Finish Clean-out installations and restoration*
 - *Late Summer / Early Fall 2023 – Begin Testing and Sealing of Laterals from Cleanouts*
 - *Winter 2023-2024 – Continue Lateral Work*
 - *Spring 2024 – Substantial Completion of Lateral Work, Restoration*
 - *Summer 2024 – Project Close-out Report, Reimbursement transmittal*
 - *Ongoing Meter Data Collection through significant wet weather events for trend analysis*
-



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: December 13, 2022
SUBJECT: RESOLUTION 4006 A Resolution Awarding a Contract to Inspect the Installation of Clean-outs and the Rehabilitation of Sewer Laterals to Bloom Companies, LLC of Milwaukee, Wisconsin in the Amount of \$151,140

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, included a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget included work in the Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" areas to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the Private Property Inflow and Infiltration reduction program. In 2021, the Sewer Utility rejected bids that were beyond budgeted amounts and awarded a contract to raSmith to prepare documents to re-bid the work into separate contracts. There are four separate contracts that included: (1) grouting from mains; (2) locating laterals; (3) installation of external clean-outs; and (4) grouting from external clean-outs.

Bids were received for: (1) Gouting from Mains and Visu Sewer, Inc. is anticipated to begin this winter. (2) Locating laterals was completed by Northern Pipe, Inc. earlier this summer and the clean-out locations were based on that work. The third contract (installation of clean-outs) was advertised in fall and two contracts are being awarded to MJ Construction for the Lift Station F Area and to Globe Contractors for the Lift Station H Area. This work is eligible for reimbursement by the Milwaukee Metropolitan Sewerage District and requires full-time inspection services.

Analysis

Staff requested proposals for construction inspection and administrative services for the Sanitary Sewer Lateral Rehabilitation work from numerous local consulting firms with construction inspection divisions and experience in sewer lateral work.

Due to the unique nature of the sewer rehabilitation work and other firms' staff being committed to other projects, two firms responded to staff's request for qualified inspectors available to complete 1,720 hours of anticipated inspections. Submitted pricing is summarized as follows:

Consultant Inspection	Bloom	raSmith
Clean-out Installations	\$41,600	\$54,600
Rehabilitation from Clean-outs	\$38,400	\$50,400
Rehabilitation from Mains	\$57,540	\$75,600
Total	\$137,400	\$180,600

Bloom Consultants successfully completed inspection services for City of Mequon sewer work on the Cedarburg Road / STH 57 project and has been the construction management firm for WisDOT on that project.

Fiscal Impact

Funding is available for inspection of the lateral rehabilitation work in the Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" areas, with an added 10% contingency in the amount of \$13,740, in the Sewer PPI/I Account 610669-740006, and that is reimbursable by MMSD. The inspection services will be on a time-and-materials basis. The inspection fees are summarized in Exhibit A with the terms and conditions in Exhibit B. These terms and conditions were previously authorized for sewer lateral inspection services in summer 2022, under resolution 3955. That contract, #3566-22-S, was to locate sewer laterals and was successfully completed by Northern Pipe, Inc. with Bloom's inspection services.

Recommendation

Staff recommends that the Sewer Utility District Commission favorably endorse and the Common Council approve the award of the contract.

Attachments:

Exhibit A - Inspection Fees (PDF)

Exhibit B - Terms and Conditions (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4006

A Resolution Awarding a Contract to Inspect the Installation of Clean-outs and the
Rehabilitation of Sewer Laterals to Bloom Companies, LLC of Milwaukee, Wisconsin in the
Amount of \$151,140

RECITALS

A. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

B. The City of Mequon established a Funding Agreement 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. A number of sewer projects, including this sewer lateral work, were included as part of the FY2022 Sanitary Sewer budget adopted by the Common Council on October 28, 2021.

D. On March 24, 2022, the City of Mequon Department of Public Works’ Engineering Division received and reviewed multiple proposals from consulting firms with qualified staff to inspect the rehabilitation of laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

E. Construction inspection is necessary for sewer projects including the Sanitary Sewer Lateral Rehabilitation work, installing clean-outs, in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

F. Staff recommends that the Inspection of the Sewer Lateral Rehabilitation work, including the installation of clean-outs in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” be awarded to Bloom Companies, LLC in the amount of \$151,140.

G. The Sewer PPI/I Capital Fund, 610699-740006, is eligible for reimbursement from MMSD with sufficient balance to fund this project.

H. The Sewer Utility District Commission at its meeting on December 13, 2022, endorsed staff’s recommendations.

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

1. The Contract to Inspect Sewer Lateral Rehabilitation work in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” is awarded to Bloom Companies, LLC of Milwaukee, Wisconsin, in an amount of \$151,140, pending an increase in PPI/I funding from MMSD 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: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

EXHIBIT A

City of Mequon - Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains

Task No	Task Description	Staff	Andrew Plier, PE	Christina Barry, PE	Helen John	Will Brown	Leann Wurtzinger	Task Totals	
		Project Role	Project Manager	Construction Manager / Senior Engineer	Staff Engineer / Backup Resident Inspector 2	Primary Resident Inspector	Survey Tech / Backup Resident Inspector 1	Hours	Costs (\$)
		Rate (\$/Hr)	\$158	\$122	\$93	\$78	\$75	*Expenses	
	Construction Administrative Services								
1	Meetings (13)		0	13	0	13	0	\$0	\$2,600
2	Submittals and RFIs		0	20	20	20	0	\$0	\$5,860
3	CA Services		20	20	20	100	0	\$0	\$15,260
	Sub-Total (Task 1-3) CA Services		20	53	40	133	0	\$0	\$23,720
	Construction Inspection Services								
4	Sonde Locating (25 days)		0	0	0	150	50	\$700	\$16,150
5	Clean-out Install (65 days)		0	0	0	480	40	\$1,170	\$41,610
6	Grouting From Mains (90 days)		0	0	0	640	80	\$1,620	\$57,540
7	Grouting From Cleanouts (60 days)		0	0	0	440	40	\$1,080	\$38,400
	Sub-Total (Task 4-7) Inspection Services		0	0	0	1710	210	\$4,570	\$153,700
	Post Implementation Reporting								
8	Flow Data (12 months)		4	16	32	0	0	\$0	\$5,560
9	Flow Data (up to 36 months)		2	12	24	0	0	\$0	\$4,012
10	Update Lateral Records		2	4	12	0	0	\$0	\$1,920
	Sub-Total (Task 8-10) Inspection Services		8	32	68	0	0	\$0	\$11,492
	Various On Call Inspections								
11	On Call Inspection for Site Development		2	8	0	70	0	\$144	\$6,896
12	On Call Inspection for I43 and STH 57 Utility Coordination		2	8	0	70	0	\$144	\$6,896
	Sub-Total (Task 11-12) Various On Call Inspections		4	16	0	140	0	\$288	\$13,792
	PROJECT TOTALS:		32	101	108	1983	210	\$4,858	\$202,700

* Expenses include gas and survey equipment fees

Attachment: Exhibit A - Inspection Fees (RESOLUTION 4006 : A Resolution to Award a Contract for

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (Bloom Project # BM1-3952) is entered into between City of Mequon (Client) and Bloom Companies, LLC (Bloom), with respect to the City of Mequon Project # 3566-22, Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains (the Project) and Client's requirement for certain professional services in connection with the Project (the Services) which Bloom is prepared to provide.

1. Bloom shall provide the Services described in the originally submitted proposal dated March 24, 2022.

2. Client shall pay Bloom on a Time and Expenses basis in accordance with Attachment A for all authorized tasks. The Client shall be responsible for providing Bloom with all relevant background information required to complete all tasks associated with the scope of work as described in the originally submitted proposal.

3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

4. Unless expressly provided for in any Attachments hereto, Bloom has no responsibility for the failure of any consultant, contractor, subcontractor, vendor, or other Project participant, not under contract to Bloom, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

5. In the event that all or any portion of the work prepared or partially prepared by Bloom is suspended, abandoned, or terminated, the Client shall pay Bloom all fees, charges, and expenses incurred to date of receipt of written notice of suspension or termination, unless such termination is the result of a breach of this Agreement by Bloom. Bloom reserves the right to withhold documents and information until fees for such services are paid in full.

6. Bloom cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. Bloom shall act only as an advisor in governmental relations. Such delays as caused by said occurrences, if not solely the result of Bloom's failure to meet submittal deadlines, may result in adjustments to said schedule and estimates/fees upon negotiation with, and agreement by, the Client.

7. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement.

8. All documents prepared by Bloom pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Bloom. Bloom shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the

Services shall remain the property of Bloom.

9. All electronic files transferred to the Client or his Designee by Bloom are provided solely for the convenience of the Client and are warranted only to the extent that they conform to the original document(s) produced by Bloom. All electronic files are transmitted in trust for the sole use of the Client and his Designee and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the Client. Any alterations to or tampering with the files shall constitute the agreement of the Client to release, defend and hold harmless Bloom from all claims and causes of action by said Client and third parties.

10. All design recommendations provided to the Client by Bloom will be based on information provided to Bloom prior to the final submission of the project documents. In the event that the information provided to Bloom is materially different than the actual conditions, Bloom cannot guarantee the design recommendation will be valid at the time of design, and Bloom shall not be held accountable for faulty, inaccurate, or incomplete designs.

11. Payment for invoices are due upon receipt, amounts outstanding after 30 days from the date of the invoice will be considered delinquent and subject to a service charge of 1½% compounded monthly. Invoices will usually be sent monthly for work performed the previous month. Client understands, and agrees to pay for all services rendered regardless of Client's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The Client shall provide Bloom with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoices submitted. Bloom reserves the right to immediately suspend work and/or terminate this agreement due to the lack of timely payment of uncontested invoices by the Client. The Client further agrees to pay Bloom any and all expenses incurred in recovering delinquent amounts due, including attorney's fees and court costs.

12. Both parties agree that all disputes, including but not limited to errors, liability, claims for service and fees, expenses, losses, etc., shall, at the sole and exclusive option of Bloom, be submitted for mediation. Any fees and/or expenses charged by the mediator shall be shared equally between Bloom and Client.

13. In the event the Client requests Bloom to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Bloom for review at least 15 days prior to the requested date of execution. Bloom shall not be required to execute any certificates or documents that in any way would, in Bloom's sole judgment, (a) increase Bloom's legal or

contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Bloom having to certify, guarantee or warrant the existence of conditions whose existence Bloom cannot ascertain.

14. The Services provided for in this Agreement are for the sole use and benefit of Client and Bloom. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Bloom.

15. Bloom shall maintain professional and general liability insurance affording protection against injury to persons or property and affording protection in amounts no less than \$1,000,000 per occurrence.

16. To the fullest extent permitted by law, Bloom's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of Bloom and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Bloom's negligence bears to the total negligence of Client, Bloom, and all other negligent entities and individuals.

17. To the fullest extent permitted by law, Bloom shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to

reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Bloom or Bloom's officers, directors, partners, employees, and consultants in the performance of Bloom's services under this Agreement.

18. To the fullest extent permitted by law, Client shall indemnify and hold harmless Bloom, Bloom's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.

19. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

IN WITNESS WHEREOF, Client and Bloom have executed this Agreement, effective as of _____.

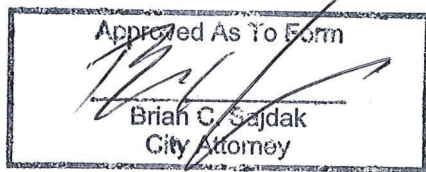
City of Mequon (Client)

Signature _____

Name _____

Title _____

Date _____



Bloom Companies, LLC, (Bloom)

Signature _____

Name _____

Title _____

Date _____

Mathew P Tharaniyil

President

04/22/2022



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

www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: December 8, 2022
SUBJECT: Closed Session for Potential Claim Against the Police Department

Background

The Common Council may enter into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or may be involved, and then may re-enter open session to take such action it deems appropriate. This section would allow the Council to enter into closed session for the purpose of obtaining advice from my office with respect to the strategy the Council desires to adopt in handling a potential claim that has been filed with respect to the Police Department.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(g) for the purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or may be involved.



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

www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: December 8, 2022
SUBJECT: Closed Session for Battalion Chief Vacancy

Background

The Common Council may enter into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may re-enter open session to take such action as deemed appropriate. While the Police and Fire Commission exercises responsibility for members of the police and fire departments in that they have sole authority over the hiring, promotion and discipline of such employees, the Common Council nonetheless retains general has jurisdiction over all employees of the City, including members of the police and fire departments. One example of this jurisdiction would be that, for a member of the police department, exercise of the Council's budgetary authority may be necessary in the event of a potential promotion. Accordingly, this section authorizes the Council to go into closed session for the purpose of being briefed on various considerations related to the open Battalion Chief position as it relates to the Council's jurisdiction over an employee.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) for the purposes of considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.