



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, July 14, 2020

6:30 PM

Virtual Meeting

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens may join the meeting online or by phone. Please go to <https://www.gotomeeting.me/KristenLundeen/public-works-commission> to join the meeting online or call into the meeting by dialing 1-877-568-4106 and enter access code 713-854-821.

WRITTEN PUBLIC COMMENTS may be made in writing in advance of the meeting. Written comments should be directed to the Public Works Department at least 2 hours prior to the meeting by email at klundeen@ci.mequon.wi.us addressed to the intended committee. Written public comment may also be deposited in the drop box at City Hall on 11333 N. Cedarburg Road, Mequon at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to Director of Public Works/City Engineer, Kristen Lundeen at klundeen@ci.mequon.wi.us or by leaving a message at 262-236-2938 no later than 2 hours prior to the meeting.

1) Call to Order, Roll Call

2) Approval of Minutes

a. June 9, 2020 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3641** A Resolution Approving Establishment of a Parks and Open Space Naming Rights Policy

b. **RESOLUTION 3695** A Resolution Amending the City of Mequon's Standard Specifications for Land Development to Update Figure 5 (Acceleration/Deceleration & Bypass Lanes) and Include a Template Development Agreement as Exhibit G

- c. **RESOLUTION 3747** A Resolution Approving a Four-Year Agreement with Ewald Automotive Group/GM Financial, Oconomowoc, Wisconsin for the Lease-Purchase of Four (4) Chevrolet Malibu Sedans at an Annual Cost of \$19,800
- d. **RESOLUTION 3749** A Resolution Awarding Contracts for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin and Choice Cuts Tree Service, LLC of Mequon, Wisconsin in an Amount Not-to-Exceed \$40,000
- e. **RESOLUTION 3750** A Resolution Authorizing a Change Order for the 2020 Road Improvements Contract to Stark Pavement Corporation of Brookfield, Wisconsin in an Amount Not-to-Exceed \$25,000
- f. **RESOLUTION 3751** A Resolution Awarding a Contract for a Drainage Capital Improvement Stormwater Study in the Vicinity of Prairie View Lane and Lakeshore Drive to FreshWater Engineering, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$20,900

4) Discussion Items

- a. Horse Sign Request (Riverland/Bonniwell)
- b. 2020 Work Plan (7.14.20)

5) Adjourn

Dated: July 14, 2020

/s/ Brian Parrish, Chair

.....

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 Public Works Department at 262-236-2913, Monday through Friday, 7:00 AM – 3:30 PM.



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Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, June 9, 2020
6:45 PM
Virtual Meeting

Minutes

- 1) Call to Order, Roll Call
Alderman Parrish called the meeting to order at 6:45 PM.

Present:

Chairman Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

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

- 2) Approval of Minutes

a. May 12, 2020 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

- 3) Discussion Items

Discussion and Possible Action

a. Overview of the Drainage Capital Improvement Project (CIP) Process

Director of Public Works/City Engineer Lundeen provided an update on how staff receives drainage inquiries, how projects are prioritized, and invited feedback from the committee members for improvement or in respect to the process.

b. Drainage Capital Improvement Program Prioritization Meeting

Director of Public Works/City Engineer Lundeen stated traditionally in June staff would invite property owners or adjacent property owners in for the drainage CIP meeting. Staff would put together a preliminary recommendation and send that out to both the committee and property owners for discussion in an upcoming meeting. Staff is concerned about holding the meeting in a virtual

Attachment: 06-09-2020 Mins_Public Works (5317 : June 9, 2020 Minutes)

format. It tends to be well attended, there are people who would like to discuss in detail their project and up until this point when public hasn't been able to speak at the meeting and while that may have changed, there is concern as to how it would be received in a virtual format. Staff is inviting discussion on is the potential of staying in the current prioritization until the city can hold in person meetings. Also acknowledging if there are projects the committee would like to discuss further or if we want to discuss authorization of projects on the list staff could do that.

Alderman Parrish summarized and stated the prioritization list should be updated to include the new inquiries and completed ones removed for 2020.

Director of Public Works/City Engineer Lundeen stated the new inquiries would be added to the list and once an in-person meeting can be held they will be prioritized in the list and completed ones would be removed.

c. Committee Review of Prioritized Drainage Projects

Alderman Parrish summarized this is a look at the drainage CIP list and if there are any inquiries that should be added to this list. He also read aloud the drainage complaints of residents Scott Klug, regarding CIP item #1 which is currently underway, looking for a fill permit as soon as possible. Resident Amy Becker from Prairie View Lane submitted an e-mail asking for staff to continue working on this. He also stated this was a future discussion item. Final inquiry was from John Mickelson for two items on the CIP list # 12 and 13, and needing a permit and maybe this could be a future discussion item.

Director of Public Works/City Engineer Lundeen stated it could be brought back at for future discussion, it was discussed at last years CIP meeting and ultimately the committee decided to keep the list as the committee sees it now.

d. Prairie View Lane Update and RFP

Alderman Parrish stated even though this is listed as a Prairie View Lane update this also ties in items #2-3 on the drainage CIP list. This is one big regional issue east of I-43.

Assistant City Engineer Henk stated the twin culverts under the railroad are in the process of being replaced. Staff has asked for access by the railroad by tracks to review the culvert replacement and to verify everything was done that was intended. There have been two residents who have not signed anything from the City to gain easement. Some property owners are hesitant in even allowing access for the survey, at this point none of them are willing to sign an easement. At this time two property owners have not granted that access.

Alderman Parrish asked for clarification of why an RFP was needed for Prairie View Lane.

Director of Public Works/City Engineer stated this is a regional issue. Despite the proximity to Lake Michigan this area drains to the Milwaukee River. Unfortunately, there is not a great topography change in this area to the railroad tracks and I-43. There is a great distance from this area to the Milwaukee River. Staff has requested in the RFP is the analysis of short term and long term solutions. Rain drops that fall in this area take a long time to reach the Milwaukee River so this would explore either an increased storage along the way that may keep water in a different location off the roadways and residents driveways until it can ultimately move to the Milwaukee River and identify if there are solutions staff hasn't discovered yet.

Alderman Hansher made a motion to approve issuing an RFP for Prairie View Lane.

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

AYES: Parrish, Hansher, Gierl

e. Ranch/ Hickory/Chestnut Drainage Update (CIP Project #6)

Alderman Parrish stated this location had significant water in the streets after the recent rainfall. Staff received several phone calls and photos of the event. There was a study done in 1999 that found more land is needed and a significant dollar amount associated with any repair costs. He asked the board how they would like to proceed with this item, which is number 6 on the CIP list.

Director of Public Works/City Engineer Lundeen stated staff looked at the number of calls received and selected this item along with the Prairie View Lane to provide the background and history on. Staff wanted to provide enough background and information on the item. There is no action at this time, it is on the CIP list, it is a complicated prospect and will be back before the committee for discussion when staff is ready to move forward. Staff wanted to make sure given the volume of calls that it was discussed and the background was provided.

Alderman Parrish read comments from Alderman Bushee stating he'd like to see a link on the website or an area that will provide updates on this location, similar to the Hawthorne Road page. Thought maybe this would help with inquiries on the locations. He also suggested staff look into applying for another DNR grant for this location.

f. 2020 Work Plan (6.9.20)

Director of Public Works/City Engineer Lundeen updated the committee on the 2020 work plan.

4) Motion to Adjourn at 7:16 PM.

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

AYES: Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster

Attachment: 06-09-2020 Mins_Public Works (5317 : June 9, 2020 Minutes)



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Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: July 14, 2020
SUBJECT: RESOLUTION 3641 A Resolution Approving Establishment of a Parks and Open Space Naming Rights Policy

Background

The Park and Open Space Board (POSB) has discussed the need for a park infrastructure naming rights policy since March 2018. It has become popular to request a designation of naming rights in association with a sponsorship or donated infrastructure such as scoreboards, dugouts, or lighting. In anticipation of requests for naming rights, the POSB embarked on a policy discussion to define the parameters under which naming rights would be granted for park infrastructure. Naming rights are a tool that can be utilized for public/private partnerships as well as private funding potential throughout the park system.

After the initial discussion in March 2018, the POSB included the policy discussion in its 2019 work plan. In a subsequent three meeting discussion, the POSB delayed recommendation of the policy to continue efforts on the Park and Open Space and Master Plans in the fall of 2019.

In March of 2020 the POSB officially approved the completed Naming Rights Policy.

Analysis

The purpose for the Naming Rights Policy is to provide guidelines to those that have an interest in the naming of infrastructure within the City of Mequon Parks and Open Space System. Naming City property is a complicated process and needs some structure in order to function correctly.

While going through the policy discussion, the POSB focused on the following:

- Structure of the policy for naming opportunities
- Terms and expiration of such naming rights
- Appropriate assessment and approval process for establishing naming rights
- Consideration of naming parks, recreational facilities, or infrastructure after not only outstanding organizations, but individuals
- Define who is responsible for incurring costs associated with renaming
- Distinguishing “sponsorship” from “naming rights”
- Defining what type of park infrastructure should be eligible for naming

Fiscal Impact

There is no direct fiscal impact to the Naming Rights Policy. The resulting cost for upgrading or

establishing signage and maps can be addressed at the time that naming rights are established.

Recommendation

Staff recommend that the Public Works Committee favorably endorse, and the Common Council approve the resolution establishing a naming rights policy for City parks.

Attachments:

Parks Naming Rights Policy (3.20) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3641

A Resolution Approving Establishment of a Parks and Open Space Naming Rights Policy

A. The Park and Open Space Board has reviewed and recommended for approval by the Common Council a Parks and Open Space Naming Rights Policy (the Policy).

B. It is the intent of the Policy to make it clear to all interested parties, including potential donors, user groups and sponsors, the terms and conditions of considering naming infrastructure within a City of Mequon park.

C. The Policy outlines the process by which naming rights will be considered, and the regulations governing that consideration.

D. The Policy seeks to balance the potential revenue for selling naming rights and maintaining the integrity of the aesthetic of the City of Mequon Park System.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

The Mayor and the Common Council approve the City of Mequon's Parks and Open Space Naming Rights Policy.

Approved by: John Wirth, Mayor

Date Approved: July 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 14, 2020.

Caroline Fochs, City Clerk

CITY OF MEQUON

Parks and Open Space Naming Rights Policy

(March 2020)

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References

- City of Mequon Donation Policy
- Articles of Incorporation and By-Laws of the Mequon Nature Preserve, Inc.
- Agreement for Rennie Field Banners
- Development and Dedication Agreement

I. Purpose

The naming or renaming of parks and recreational facilities is complex and sometimes emotionally evocative. Assigning a name is a powerful and permanent identity for a public place and/or facility and often requires significant resources in terms of changing names on signs, maps, and literature. In addition, excessive changing of park or facility names can be the source of confusion to the public.

It is the policy of Mequon Parks and Open Space to reserve the naming or renaming of parks, recreational facilities, or infrastructure for circumstances that will best serve the interests of the City, as well as ensure a worthy and enduring legacy for the City's Parks and Open Space system.

The purpose of this Policy is to provide guidance to those that have an interest in the naming and or renaming of the City's parks, recreational facilities, and/or infrastructure.

II. Applicability

- A. This Policy applies to naming opportunities within the City of Mequon Parks System as a form of recognition for the contributions to the City.
- B. This Policy does not apply to the Mequon Nature Preserve, which is governed separately through the Articles of Incorporation and By-Laws of the Mequon Nature Preserve, Inc.
- C. This policy does not apply to the banners at Rennie Field, which are regulated separately through the Agreement for Rennie Field Banners.
- D. This policy does not apply to memorial gifts for benches and trees, which are administered by the Parks and Forestry Superintendent.

III. Definitions

Naming: the permanent or temporary name assigned to a given park, recreational facility, or infrastructure.

Parks: all traditionally designed parks, nature preserves, natural open spaces, and specialized parks under the stewardship of the City of Mequon Parks and Open Space Board.

Park Infrastructure: the most basic level of organizational structure in a park system that serves as an additional substructure for foundational recreational facility.

Recreational facilities: major structures such as community centers, aquatic facilities, pavilions, trails, water features, tennis courts, sports fields, and fountains located within lands under the stewardship of the City of Mequon Parks and Open Space Board.

Donations: a donation of property, goods or funds generally with no expectation of return.

IV. General Terms

In considering proposals for the naming or renaming of a park, recreational facility, or infrastructure, the following will be taken into account prior to approval.

- A. Naming of a park asset or entity must be made in accordance with this Policy and related procedures, and meet all terms of the *City's Donation Policy*.
- B. If a name is issued as a part of a donation, the donor may select the name of the entity being funded, so long as the criteria set forth in this Policy are met, and City approval is granted.
- C. Naming gifts do not confer the right to the donor to determine the use of the Park, Park infrastructure or Park amenity to which the naming right is bestowed.
- D. Fields and infrastructure that exist in the City of Mequon's Park and Open Space system may be considered for naming, but naming rights shall not constitute ownership. All parks, recreational facilities, and infrastructure where naming is considered, will remain the sole property of the City of Mequon. The parks, recreational facilities, and infrastructure are for the enjoyment of the public and will be operated with the public interest in mind.
- E. Recognition on donated infrastructure such as, but not limited to: scoreboards, dugouts, playground equipment, etc. shall be considered on a case by case basis. Donated infrastructure shall comply with the City's terms and conditions, and placement considerations and shall be administered via a *Development and Dedication Agreement*, and is subject to the *City's Donation Policy*.
- F. If naming rights are considered independent from a donation, a document similar to the *Development and Dedication Agreement* shall be generated to define the terms and conditions of the naming rights. Such agreements shall be presented to the appropriate committees as a part of the consideration of issuing naming rights.

V. Standard Designations for Naming Gifts

Names shall only apply to physical entities.

- A. Once a new building, expansion, infrastructure, amenity or renovation has been approved by the City, the value of associated naming gifts will be determined by City, in consultation with the Park and Open Space Board. This applies to spaces both within and outside buildings.
- B. Similarly, the value of associated naming gifts for existing Parks spaces will be determined by the Park and Open Space Board.

VI. Naming Categories

Mequon Parks and Open Space supports consideration of naming requests within the following categories:

A. ***Historic Events and Places***

The history of a major event, or place may play an important role in the naming or renaming of a park as communities often wish to preserve and honor the history of a neighborhood, the City, other historical figures, its Native American heritage, local landmarks, prominent geographical locations, as well as natural and geological features through the naming of parks or recreational facilities.

B. ***Outstanding Organizations***

The City has benefited from the contributions made by many outstanding organizations. This category is designed to acknowledge the sustained contribution that has been made by such organizations to the City and the development and management of the City's Parks and Open Space system.

C. ***Outstanding Persons/persons***

Recognition or honoring in memoriam, a person or persons, who, over a long and extensive period, have devoted outstanding amounts of time and dedication to the City and made substantial contributions to the advancement of the City of Mequon. The time and dedication shall be constituted by the lack of personal gains and the selfless forfeiture of efforts for the betterment of the City.

D. ***Major Gifts***

The Mequon Parks Division has benefited from the generosity of some of its residents, businesses, and foundations. On occasion, the significance of such donations may warrant consideration of requests from either the donor or another party to acknowledge such a gift by naming.

VII. Naming Text

As the Mequon Parks and Open Space Board oversees a large and diverse park system, it is important that the naming text assists in communicating the type of development and use. Therefore, the following terms will be applied as part of the naming process:

- A. ***"Park"*** applies to all parks that have been or will be developed primarily for recreational/active purposes. Such parks usually involve a high degree of landscape and recreational facility development.
- B. ***"Nature Preserve"*** applies to all parks where the primary purpose is the conservation of the natural environment. Such parks generally will have little or no development and support passive use.
- C. ***"Field"*** applies to all parks where the primary purpose is for team outdoor sports activities. Such facilities typically have a high frequency of programmed team activities.

VIII. Naming Guidelines

- A. To minimize confusion, parks will not be subdivided for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- B. Naming of specific major recreational facilities within parks will be permitted. Under these circumstances such names should be different from the park name to avoid user confusion.
- C. When naming a new park, recreational facility, or infrastructure the proposed name will:
 - 1. Engender a strong positive image.
 - 2. Be appropriate having regard to the park, recreational facilities, or infrastructure location.
 - 3. Have historical, cultural or social significance for future generations.
 - 4. Commemorate places, people or events that are of continued importance to the City, region, state, or nation.
 - 5. Have symbolic value that transcends ordinary meaning or use as well as enhances the character and identity of the park, recreational facility, or infrastructure.
 - 6. Have broad public support.
 - 7. Shall not result in the undue commercialization of the park or recreational facility if it accompanies a corporate gift.
 - 8. Any donation shall be entirely of a voluntary and charitable nature and shall not be made at the request of, or because of the application of any code, fee, ordinance, or regulation of, the City of Mequon.
- D. Renaming a park, recreational facility, or infrastructure
 - 1. Names that have become widely accepted by the community will not be changed unless there are compelling reasons and strong public sentiment from the broader community for doing so.
 - 2. Historical or commonly used place names will be preserved wherever possible.
- E. Naming/renaming parks, recreational facilities, infrastructure for Outstanding Organizations
 - 1. Naming or renaming a park, recreational facility, or infrastructure for an outstanding organization only after sustained contributions. Those contributions will require approval by the Park and Open Space Board, Public Works Committee, and Common Council.
 - 2. The organization's significance and good reputation must be recognized within the City.
- F. Naming/renaming for Historic Events and Places
 - 1. When a park, recreational facility, or infrastructure is associated with or located near events, and places of historic, cultural or social significance, consideration will be given to naming that park or recreational facility after such.

2. In considering proposals, the relationship of the event, or place to the park, recreational facility, or infrastructure must be demonstrated through research and documentation.

IX. Naming Approval and Timing of Naming Activation

- A. The Parks and Forestry Superintendent manages the naming approval process, in consultation with the Park and Open Space Board, as appropriate.
- B. Name approval may not be granted until the proposed name is known.
- C. A named entity may not be announced by any party prior to final approval as required by this Policy.
- D. For naming rights associated with donations, the name will not be activated until the donation is received.
- E. For naming rights associated with donations governed by the *City's Donation Policy*, the name will not be activated until a *Development and Dedication Agreement* is executed.

X. Naming Rights Associated with Donations

From time to time, a significant donation may be made to the City that will add considerable value to the City Park and Open Space system. On such occasions, recognition of this donation by naming a new park, recreation facility, or infrastructure in honor of or at the request of the donor will be considered by the Park and Open Space Board, Public Works Committee, and the Common Council.

- A. All donations are subject to the *City's Donation Policy*.
- B. Recognition on donated infrastructure such as, but not limited to: scoreboards, dugouts, playground equipment shall be considered on a case by case basis. Donated infrastructure shall comply with the City's terms and conditions, and placement considerations and shall be approved by the Park and Open Space Board.
- C. Donors seeking naming rights for major donations with respect to an organization will be encouraged to follow the principles that apply to naming a park for outstanding organizations. Exceptions to this will be considered on their own merits. The Common Council reserves the right to rename any park or recreational facility if the organization for whom it is named turns out to be disreputable or subsequently acts in a disreputable way.
- D. Proposed naming rights for donations valued at less than \$500 shall be approved by the Parks and Forestry Superintendent.
- E. Proposed naming rights for donations valued at \$500 or more, but less than \$5,000 shall be approved by the Park and Open Space Board.
- F. Proposed naming rights for donations valued over \$5,000 shall be recommended by the Park and Open Space Board and Public Works Committee and approved by the Common Council.
- G. Naming for Major Donations
As a guideline, the threshold for considering the naming of a park or recreational facility will include one or more of the following:

1. Land for the majority of the park was deeded to the City by the donor.
2. Contribution by the donor shall be a minimum of \$250,000 or 50% of the capital construction costs associated with developing the park, recreational facility, and infrastructure which exceeds \$500,000.
3. A contribution by a donor to allow for a significant cost reduction in upgrading/expanding an existing facility within a park.
4. Provision of a minimum 20-year endowment (held on behalf of The City of Mequon Parks by the Mequon Community Foundation) by the donor for the continued maintenance of the park, recreational facility, or infrastructure.

XI. Duration of Naming

- A. In general, the duration of the naming rights will be for the lifespan of the infrastructure. The duration of the naming rights will be evaluated on a case by case basis. In some scenarios, term expiration may be established. Example: Scoreboard naming rights may expire at the end of the working life of the scoreboard. Field naming rights when utilized by the City for field improvements may have a similar expiration term.
- B. If the naming right is associated with a donation that requires a *Development and Dedication Agreement*, the duration of the naming right shall be defined in the agreement.
- C. Existing infrastructure that was previously named, but is not governed by a *Development and Dedication Agreement*, may be considered for renaming on a case by case basis.
- D. If circumstances change so that the purpose for which the named entity was established or needs to be significantly altered, is no longer needed/ceases to exist, or if a physical entity is replaced, significantly renovated or no longer habitable, the Parks and Forestry Superintendent will consult with the donor if possible, or the donor's estate, if practicable, to determine an appropriate way to recognize the original naming gift.

XII. Recognition of Naming Rights

- A. Where naming rights are contemplated in association with a donation, the terms and conditions of the naming rights shall be defined as a part of the *Development and Dedication Agreement*.
- B. All signs that indicate the name of a park, recreational park facility, or park infrastructure shall comply with the City of Mequon graphic and design standards and any applicable sections of the City of Mequon Ordinance.
- C. Specialized naming signage will not be permitted for parks, facilities, and infrastructure.
- D. Facility signage within parks shall be consistent in design and appearance, and be approved by the Park and Open Space Board and Mequon Planning Commission.

- E. Corporate logos, insignias, brands or direct advertising text shall not be used in park naming text/signage. Corporate logos will be considered on a case by case basis in facility naming text/signage.
- F. Plaques, markers, etc.
 - 1. All named areas and important park features may be identified by the installation of appropriate plaques, signs or markers.
 - 2. Installation of plaques signs, including commemorative plaques, shall be at the direction and approval of the Park and Open Space Board and adhere to the City of Mequon sign ordinance, and administered by the Department of Community Development.
- G. All costs associated with purchasing and installation of any sign shall be the responsibility of the requestor.

XIII. Naming Rights Request Process

- A. All requests for the naming or renaming of a park or recreational facility shall be made in writing to the Parks and Forestry Superintendent.
- B. A written request is not required if the naming process is specifically defined as part of a development/fundraising campaign from the Parks Division.
- C. The Park and Open Space Board may also initiate the naming or renaming of a Park, Nature Preserve or recreational facility.
- D. Requests should contain the following minimum information (no more than 3 pages, typed):
 - 1. The proposed name.
 - 2. Specific reasons for the proposed name and how it adheres to at least one of the four categories (Historic Events or Places; Outstanding Organizations; Outstanding Persons/Persons; and Major Gifts).
 - 3. Written documentation indicating broad based community support for the proposed name (e.g. petition, newspaper articles).
 - 4. Description/map showing location and boundaries of the park.
 - 5. If proposing to name a facility within a park, include a description/map showing the location of the facility.
 - 6. If proposing to rename a park, facility, or infrastructure include justification for changing an established name.
 - 7. If proposing to name a park or facility after an outstanding organization, include documentation of that organization's significance and good reputation as recognized by the City.
 - 8. Amount of funding available to offset costs of a renaming (if applicable). This should include signage or tangible media reprinting costs.

XIV. Revocation of Naming Rights

- A. The City may revoke a naming if any of the following conditions occurs:
 - 1. The donation is unfulfilled and/or written off (if partial funding was received that is sufficient for an alternative naming opportunity, the terms of this Policy shall govern any renegotiation for a suitable naming).

2. The Common Council determines that its association with the donor will materially damage the reputation of the City.
 3. A change in family or organizational circumstances causes the donor or other affected individual(s)/organization(s) to request a name change or revocation.
- B. Revocation decisions shall be made by the Parks and Open Space Board based on the recommendation of the Parks and Forestry Superintendent. The Parks and Forestry Superintendent will determine whether the Common Council should be consulted.
- C. The City shall make all reasonable efforts to inform the original donor or the donor's heirs/designees in advance of any revocation or change.

XV. Special Circumstances and Exceptions

Any special circumstances or requests for exceptions must be referred to the Parks and Forestry Superintendent, who will determine the course of action, which may include consultation with the Park and Open Space Board, Public Works Committee and/or the City of Mequon Common Council.



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: July 14, 2020
SUBJECT: RESOLUTION 3695 A Resolution Amending the City of Mequon's Standard Specifications for Land Development to Update Figure 5 (Acceleration/Deceleration & Bypass Lanes) and Include a Template Development Agreement as Exhibit G

Background

In January, the Planning Commission held a policy discussion regarding the City's administration of Development Agreements. An increase in the number of developer requests for waivers to the City's standard agreement resulted in a request for a broader discussion. The Planning Commission gave direction to staff to formulate a way to standardize the City's requirements to reduce the number of requests for consideration on a case-by-case basis.

The staff report for the Planning Commission policy discussion is attached for reference.

Analysis

The result of the policy discussion was a request for staff to complete the following action items:

1. Modify the City's template development agreement to include standards outlined in the policy memo, in addition to providing terms and conditions for varying types of development (public and private roads, public and private utilities, fire cisterns and payment in lieu of, etc.).
2. Incorporate the template development agreement as an exhibit to the Standard Specifications for Land Development and present such to the Planning Commission and subsequently the Public Works Committee for recommendation and the Common Council for approval.
3. Once adopted, require that applicants provide a populated version of the template agreement at the time of application. The developer will be required to identify and substantiate any request for a deviation to the standard agreement.

Attached to this memo is a draft template agreement for review and consideration. Please note that in addition to the action items described, staff also took the opportunity to reformat the document. While the majority of the content remains the same, the layout is intended to be clearer for both the developer and subsequent homeowner associations to follow.

Once approved, the template agreement will be added to the Standard Specifications for Land Development as Appendix G. The update will result in the 12th amendment to the document. In addition to creating a fillable document that encompasses the language specific to condominiums

or subdivisions, and that consolidates template language for both private and public infrastructure, the template development agreement includes the following modifications:

1. Inclusion of a table defining the number of model homes allowed for the development, based upon the total number of units/lots.
2. Allowance of one model home prior to installation of the asphalt road binder course (first layer), if the timing of the development does not allow for paving per the Standard Specifications.
3. Replaces Figure 5 Acceleration/Deceleration & Bypass Lanes with an updated version (attached) that includes scaled construction based upon the density of the development, and consideration of the elimination of bypass lanes based upon average daily traffic of the through road.

Fiscal Impact

There is no direct fiscal impact to the City for the proposed updates to the standard specifications. While there are some implied cost savings to the developer relative to these proposed amendments, staff makes no representation that the changes will result in a reduction in development costs.

Recommendation

The Planning Commission recommended approval of the resolution amending the Standard Specifications for Land Development to update Figure 5 and to include a Template Development Agreement as Exhibit G at its meeting on June 22, 2020. A recommendation is forthcoming from the Public Works Committee on July 14, 2020.

Attachments:

PC Policy Memo (PDF)

Development Agreement Template (PDF)

Figure 5 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3695

A Resolution Amending the City of Mequon's Standard Specifications for Land Development to Update Figure 5 (Acceleration/Deceleration & Bypass Lanes) and Include a Template Development Agreement as Exhibit G

A. The City of Mequon maintains Standard Specifications for Land Development, a document which establishes the engineering design standards for development within the City.

B. Figure 5 within the City's Standard Specifications for Land Development provides the requirements for construction of an access to a development, including consideration of bypass, acceleration and deceleration lanes.

C. The Planning Commission in a policy discussion requested an update to Figure 5, to include consideration of when each type of lane is required.

D. The Planning Commission also requested incorporation of a template development agreement, to provide transparency to applicants and to define the City's expectations for such an agreement.

E. Once the template development agreement is approved, staff may make minor language changes, clarifications or corrections, but policy related amendments shall be approved by the appropriate body.

F. The Planning Commission reviewed Figure 5 and the template development agreement at its June 22, 2020 meeting.

G. The Public Works Committee further reviewed Figure 5 and the template development agreement at its July 14, 2020 meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

1. Figure 5 shall be updated as shown in the attached document.
2. Exhibit G is hereby established and shall consist of the template development agreement in the attached document.

Approved by: John Wirth, Mayor

Date Approved: July 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 14, 2020.

Caroline Fochs, City Clerk



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Department of Engineering

TO: Planning Commission
FROM: KRISTEN LUNDEEN, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE: January 13, 2020
SUBJECT: Development Agreement Policy Review

After the discussion at the December meeting regarding a developer’s request for an amendment to the City’s standard Development Agreement, the Planning Commission requested a policy review. Based upon that request, staff reviewed both the process by which Development Agreements are negotiated and the content of the template language.

CURRENT PRACTICES

Prior to this policy discussion, an applicant would identify Development Approval at the time of application. Staff would review the application and based upon the type of development, populate the template Development Agreement and forward for approval. If the applicant was interested in a deviation from the standard language, the deviation was discussed with staff as a part of the negotiation. If staff and the applicant agreed on the revised language, it was forwarded to Planning Commission and ultimately the Common Council for approval. If staff and the applicant could not come to a consensus, staff would present its recommendation, as well as the applicant’s request for deviation for a decision by the Planning Commission and ultimately the Common Council.

The basis of the template Development Agreement is that all public improvements must be constructed prior to final plat. This process conservative and minimizes the risk that the developer would not complete the project as approved. Final plat allows lots to be sold and provides rights for issuance of building permits. Requiring completion and acceptance of all improvements prior to final plat ensures that future property owners are purchasing a lot in a completed development, without the potential for financial obligations due to lack of performance by the developer.

STANDARD REQUIREMENTS

Staff is not recommending deviation from the City’s standard requirement that the public improvements be constructed prior to final plat. While there were limited requests for consideration of specific deviations from that requirement in the past, requiring public improvement construction prior to final plat is a conservative way to ensure that City standards are upheld. The developer, Staff, Planning Commission and Common Council spend a significant amount of time defining the terms and conditions for a development including garage configuration (ratio of front vs side loading), open space, landscaping and streetscaping requirements, road, stormwater and utility standards. At times, additional requirements are added to address concerns of adjacent property owners. These terms and conditions are outlined and defined in a Development Agreement, which is ultimately recommended by the Planning Commission and approved by the Common Council.

While other communities and in rare circumstances the City allow recording of the final plat prior to construction of public improvements, that standard leaves the City and future property

Attachment: PC Policy Memo (RESOLUTION 3695 : Standard Specs - Template DA)

owners vulnerable. Financial guarantees have been utilized to try to offset the risk, but requiring full construction of public improvements prior to final plat is of low risk to the City. Final plat allows the sale of lots to private property owners, and eventually transfers maintenance responsibility of common elements to the homeowner's association rather than the developer.

PROCESS

Development Agreements are typically approved concurrent to another approval, such as a preliminary plat. At the time of application, based upon the type of development, City staff would populate a template Development Agreement and provide a copy of the agreement to the developer. Depending on the timeline of the application, that agreement may not be delivered to the developer until packets are prepared for Planning Commission approval.

Modifications

After an internal review, staff will make several modifications to the process, both to provide transparency in the negotiation process and additional time for negotiation.

First, staff will generate an updated template for the Development Agreement. The updated version will address standard language for private and public roadways, public and private utilities and the number of model homes allowed prior to final plat. The template agreement will then be adopted as an exhibit to the Standard Specifications for Land Development. As such, standard language will be transparent, and will be reviewed regularly as a part of the updates to the Standard Specifications. Additionally, the template can be reviewed at any time for required or requested modifications.

Application

Once adopted, the applicant will be required to provide a populated version of the template agreement at the time of application. Please note that this may result in an initial delay in process, as applicants who do not provide a populated version of the document will not be placed on the agenda for consideration.

The applicant will also have to detail any requested deviation from the standard document, and substantiate the request for consideration.

TEMPLATE AGREEMENT

Staff recommends that the template agreement remain substantially consistent with the existing template agreement. The template agreement will incorporate language both for public and private roads and utilities. The applicant will delete sections that do not apply to the proposed development. Based upon recent requests, the template agreement will standardize the following:

NUMBER OF MODEL HOMES

Historically, the City allowed for the construction of two model homes prior to final plat. Issuance of building permits allows the developer to market its product, but not sell it prior to final plat. In theory, the construction of the homes and the development would be concurrent.

Recently, several developers requested authorization of more than two model homes. Waivers to the standard policy were allowed for environmental factors and special circumstances such as the Parade of Homes. If the template agreement were to define the number of allowable model homes, staff would recommend a table similar to the following:

Land Division	Model Homes
1-10 lots	1
11-20 lots	2
21-30 lots	3
31-40 lots	4
41-50 lots	5
51-60 lots	6
61-70 lots	7
71-80 lots	8
81-90 lots	9
91-100 lots	10
100+ lots	10

The template agreement will provide for the consideration of a deviation in the number of model homes, up to 10% of the number of lots included in the land division (rounded to the nearest whole number). The agreement will require substantiation for the request, with the burden of proof on the applicant for justifying the deviation.

BUILDING PERMIT FOR MODEL HOME PRIOR TO BINDER COURSE

Historically, the City did issue permits for model homes prior to construction of the binder course. Construction of the binder course ensures access for building inspectors and emergency personnel. If the template agreement considers allowance of model home construction prior to installation of the binder course, staff recommends that it be restricted one home on the lot closest to the primary access point. In addition, model home construction without binder course should be limited to those situations impacted by weather. Therefore, this requirement will reference the paving standards outlined in the Standard Specifications for Land Development.

REQUIREMENTS FOR CONSTRUCTION OF BYPASS AND ACCELERATION AND DECELERATION LANES

The current Standard Specifications for Land Development requires bypass lane and acceleration/deceleration lane construction for new access points. The revised standards will define the number of lots or anticipated traffic volumes under which each type of lane is required.

DEVIATIONS

The process and template agreement recommended by staff are intended to provide transparency to potential developers and guidelines for decision makers. However, even after memorializing the City's standards and intent in a template agreement, a Development Agreement is a negotiation. The developer has a right to request a deviation to the standards. While staff may provide recommendations consistent with the established policy and terms and conditions as outlined in the template agreement, both the Planning Commission and the Common Council have the right to approve waivers to those standards. In some cases, the waivers may be appropriate. In other cases, the request may warrant a modification to the template agreement. In all cases, the requests will be presented to the appropriate body for consideration.

ACTION ITEMS

At the January meeting, staff requests feedback based upon the recommendations for process and standard modifications to be incorporated into the Standard Specifications for Land Development. With that feedback, staff will complete the following action items:

1. Modify the template development agreement to include the standards as outlined in this memo, in addition to providing terms and conditions for varying types of development (public and private roads, public and private utilities, fire cistern and payment in lieu of, etc.). The template agreement will be presented to the Planning Commission in January for approval.
2. Incorporate the template development agreement as an exhibit to the Standard Specifications for Land Development and present to the Public Works Committee for recommendation and the Common Council in January for approval.
3. Once adopted, require that the applicant provide a populated version of the template agreement at the time of application. The developer will be required to identify and substantiate any request for a deviation to the standard agreement.

Kristen Lundeen, Director of Public Works/City Engineer

DEVELOPMENT AGREEMENT

Development Name

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of _____, 20____, by _____ (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

RECITALS

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

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

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

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

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

AGREEMENTS

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

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

“Improvements” means the Private Improvements and the Public Improvements.

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

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statutes as Public Improvements.

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

[USE THE FOLLOWING PROVISIONS FOR SUBDIVISION PLATS]

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

[USE THE FOLLOWING PROVISIONS FOR ALL OTHER APPROVALS]

The proposed development plan was granted approval or conditional approval by the Planning Commission on _____.

PLANS AND SPECIFICATIONS

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

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

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City’s Standard Specifications for Land Development

and all applicable provisions of the Code and state and federal laws (each a “Regulation”) in place at the time of preliminary approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

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

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

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

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

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

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

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

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

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

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

(a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the

Milwaukee Metropolitan Sewerage District (“MMSD”) rules, and the regulations of the Wisconsin Department of Natural Resources (the “DNR”), as may be applicable.

- (b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.
- (f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.
- (g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City’s stormwater ordinances and MMSD Chapter 13 rules and regulations.
- (h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.
- (i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.
- (j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.
- (k) Include, if the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

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

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

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

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

10. Street Plans.

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

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

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

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

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

11. Sanitary Sewer System Plans.

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PUBLIC]

The Development will have a public sanitary sewer system. The plans for the system shall:

(a) In addition to the City's Standard Specifications for Land Development, conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.

(b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.

(c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.

(d) Show all sanitary sewer lateral locations.

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

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PRIVATE]

The Development will require a Private On-Site Waste Treatment System ("POWTS"). Plans shall include the location of soil borings and designated areas for the POWTS.

12. Water System Plans.

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PUBLIC]

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

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

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

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

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

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

(vi) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2,500 gpm, which may require twelve-inch (12") pipe for the dead end main.

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

(b) Fire Protection.

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

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

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PRIVATE]

The Development will not be served by public water; instead, private wells will be installed. The type of and plans for a fire protection system shall be subject to review and approval of the Fire Chief.

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

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

22. Additional Erosion and Runoff Control Requirements.

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

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if ground is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method to be used.

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

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

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

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

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

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

25. Additional Street and Street Signage Requirements.

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

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

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

(d) The roadside sidewalk shall be installed at the time of street construction. Until Final Plat approval, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.

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

26. Additional Utility Requirements.

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

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

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

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

(e) **[USE THIS PROVISION IF THE WATER SYSTEM WILL BE PUBLIC]** The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

[USE THIS PROVISION IF THE WATER SYSTEM WILL BE PRIVATE] If the Fire Chief has required a cistern for fire protection, the Developer shall install the cistern pursuant to the requirements of the Fire Chief. If the Fire Chief has allowed deferral of installation, the Developer and the City shall establish the Fire Protection Escrow as described below.

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

MODEL HOMES

28. Model Homes.

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

[INSTRUCTION FOR COMPLETING THE NUMBER OF STRUCTURES: The number of principal structures (models) allowed shall be determined pursuant to the following table:

Land Division	Model Homes		Land Division	Model Homes
1-10 lots	1		51-60 lots	6
11-20 lots	2		61-70 lots	7
21-30 lots	3		71-80 lots	8
31-40 lots	4		81-90 lots	9
41-50 lots	5		91 or more lots	10

*The City may consider a deviation in the number of model homes, up to 10% of the number of lots included in the land division (rounded to the nearest whole number), for special circumstances. Special circumstances must be presented and justified by the Developer at the time of application.

** If the development will be constructed in phases, with a separate development agreement for each phase, the total number of model homes pursuant to this Agreement shall be limited to the number of lots in the phase addressed by this Agreement.

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

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

**ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS;
ONGOING AGREEMENTS**

29. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement.

Attachment: Development Agreement Template (RESOLUTION 3695 : Standard Specs - Template DA)

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

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

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

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

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

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

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

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

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

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

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

(vi) All detention basins and ponds shall be inspected in compliance with the inspection report form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns

and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:

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

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the “Stormwater Guarantee”) to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities upon submission of a certification in accordance with Section 58-678(h) of the Code.

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

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

one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

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

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

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

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

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

(b) Notify future lot owners of the obligations set forth below.

OBLIGATIONS OF BUILDER/LOT OWNER

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

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

36. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to

obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

[USE THE FOLLOWING PROVISION ONLY IF THERE WILL BE PUBLIC SEWER]

37. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

[USE THE FOLLOWING PROVISION ONLY IF THE WATER SYSTEM WILL BE PRIVATE; DELETE (b) IF THE DEVELOPER WILL BE INSTALLING A CISTERN]

38. Private Water.

(a) The Development will be developed with private wells in accordance with NR812 and permitted through the DNR. The private wells shall be installed and maintained by the respective property owner. Through the permitting process, the well digger must follow proper procedures with respect to the draw down effect on adjacent wells.

(b) The Developer and City shall establish an escrow fund which shall be in the total amount of \$50,000 when fully funded (the "Fire Protection Escrow"). The Fire Protection Escrow shall be used for the installation of a fire cistern at the Development or as the City may otherwise decide to use the Escrow for fire protection purposes for the Development. At such time the owner of a lot in the Development applies for a building permit, in addition to all other fees and costs that are due, the owner shall pay \$(50,000/XX lots) to the City (the "Fire Protection Fee"). The Fire Protection Fee shall be deposited into the Fire Protection Escrow. The City may withdraw the funds from the Fire Protection Escrow and use the funds either, as determined by the City in its sole discretion, for a cistern or for other fire protection for the Development.

WARRANTIES AND INDEMNIFICATIONS

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

40. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and

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

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

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

FINANCIAL OBLIGATIONS

43. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements.

The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

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

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

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

47. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the

occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

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

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

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

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

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

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

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

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

FINAL PLAT APPROVAL; DEDICATION; RELEASE

55. Final Plat Approval

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

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain of the Improvements not being completed provided escrows have been

established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

56. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

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

DEFAULTS

58. Events of Default. The occurrence of any of the following shall constitute an “Event of Default”:

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

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

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

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

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

- (a) Immediately suspend performance under this Agreement.
- (b) Issue a stop work order.
- (c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.
- (d) Withdraw or withhold occupancy permits for any structures in the Development.
- (e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.
- (f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.
- (g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.
- (h) Exercise all other rights and remedies available to it at law or in equity.

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____
_____, 20___, by _____, as _____ of _____.

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

Attachment: Development Agreement Template (RESOLUTION 3695 : Standard Specs - Template DA)

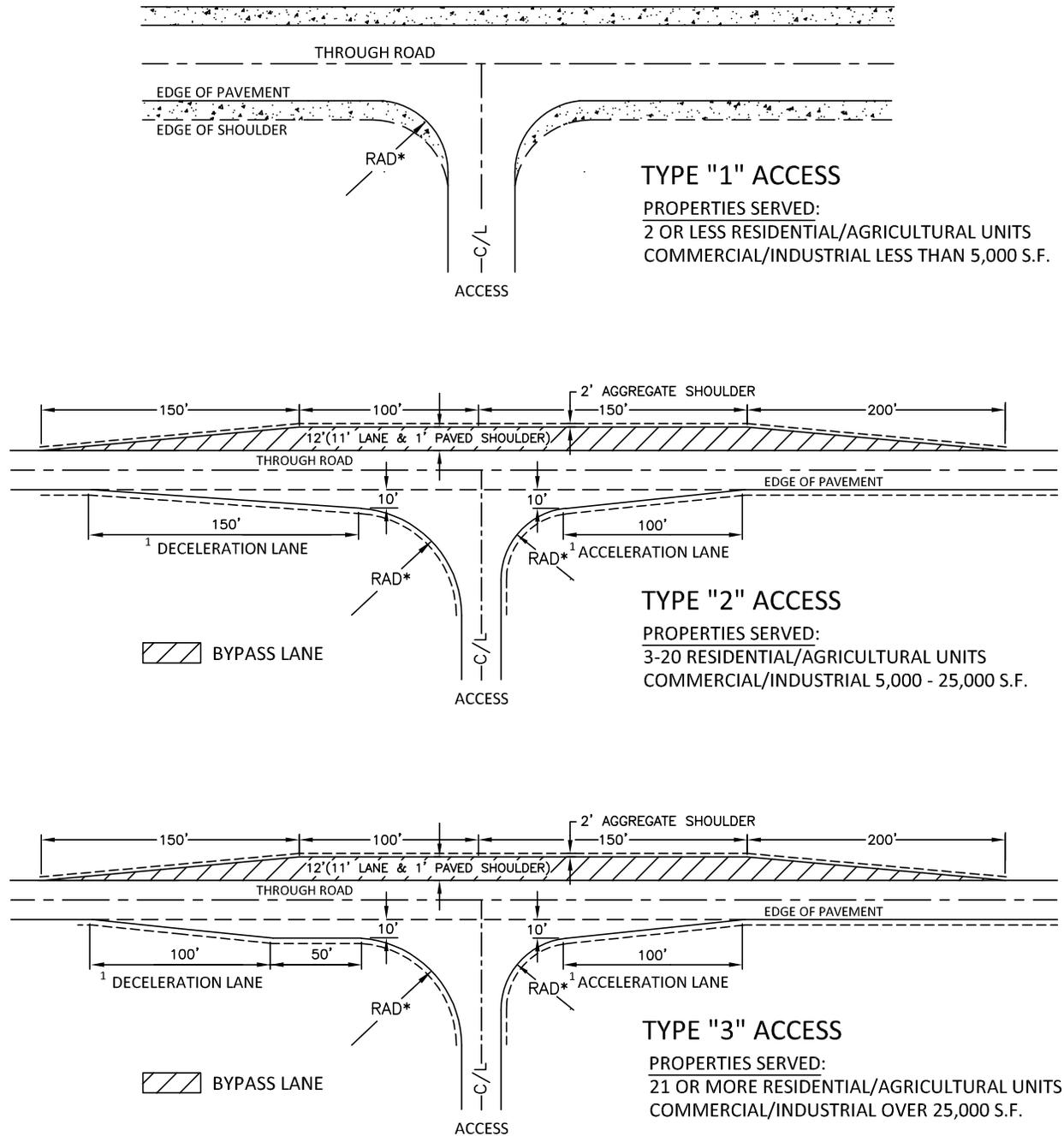
**EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND**

Development Name

Legal Description

Attachment: Development Agreement Template (RESOLUTION 3695 : Standard Specs - Template DA)

FIGURE 5



* TO DETERMINE PAVEMENT RADII, SEE WISDOT FACILITIES DEVELOPMENT MANUAL, CHAPTER 16, FIGURE S.D.D. 9A 1-11A

1. ACCELERATION AND DECELERATION LANES REQUIRED ON ALL CITY ROADS CLASSIFIED AS MINOR ARTERIAL OR HIGHER WHEN PEAK TRAFFIC DEMAND AND ACCESS LOCATION WARRANT.
2. BYPASS LANE REQUIRED WHEN THE A.D.T. OF THE THROUGH ROAD IS 1500 OR MORE, OR WHEN IN THE JUDGEMENT OF THE CITY ENGINEER, PEAK TRAFFIC VOLUME DEMAND AND/OR LOCATION OF ACCESS WARRANT.

Attachment: Figure 5 (RESOLUTION 3695 : Standard Specs - Template DA)



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

www.ci.mequon.wi.us

Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: July 6, 2020
SUBJECT: RESOLUTION 3747 A Resolution Approving a Four-Year Agreement with Ewald Automotive Group/GM Financial, Oconomowoc, Wisconsin for the Lease-Purchase of Four (4) Chevrolet Malibu Sedans at an Annual Cost of \$19,800

Background

The Department of Public Works (DPW) Equipment Replacement Program provides for the purchase and replacement of vehicles and equipment for all divisions within the Department. The Wastewater Division and the Water Utility have separate budgets that support the replacement of their respective equipment. The DPW's equipment replacement program provides funding for smaller items such as lawn mowers and chain saws to larger vehicles such as snowplow trucks, loaders and excavators.

Historically, the Department of Public Works has supplied pool vehicles for City Hall staff use by purchasing used squad cars as they are being replaced by the Mequon Police Department. The current pool of vehicles at City Hall consists of 8 Chevy Impalas ranging in age from 6 to 14 years old, and in mileage from 88,000 miles to 130,000 miles. In the past two years, three of the Impalas have been taken out of service due to safety concerns and mechanical failure.

Recently, the Mequon Police Department began using Ford Police Interceptors (Ford Expedition SUVs) instead of sedans for their squads. While the Ford Police Interceptors are serving the needs of the Police Department, they are much more expensive to purchase and repair than the sedans. The vehicle capabilities required by the Police Department are not the same as that of City Hall staff. City Hall staff only requires basic transportation. It is for these reasons that the DPW Fleet Maintenance division questioned the practice of purchasing used squads and began the evaluation of the best option for replacing the City Hall pool vehicles.

The City Hall pool vehicle replacements presented in the attached resolution represent only one component of the 2020 Equipment Replacement Program. Additional equipment replacements will be brought forward for consideration at future meetings.

Analysis

The purchase price of the past Police Department Chevy Impalas averaged approximately \$6,000 each. There is minimal maintenance expense for these vehicles until they reach a certain age and mileage. At some point mechanical components wear out and other components of the cars rust and wear to the point where the vehicles are no longer safe or will not operate without extensive repairs costing more than the cars are worth. The average annual maintenance cost of the Chevy

Impala of this age is \$580/year until they are taken out of service. The 2018 Fleet Rightsizing and Replacement Study recommended replacement of these vehicles in 2019.

The estimated purchase price of used Ford Police Interceptors is approximately \$9,150 based on previous sales through Wisconsin Surplus Online Auction. With the advanced computer-controlled components on these vehicles, they become much more costly to maintain as they age. One example of an expensive repair required on these vehicles over time is the replacement of the vehicle's exhaust system. The approximate cost for the parts for this repair is \$1,500. A replacement catalytic converter costs roughly \$200, but the repair consumes 16 hours of labor. Several of these vehicles have been sent out for water pump replacement which ends up being major engine work costing approximately \$2,000. The average annual maintenance cost (not including such repairs described above) of the Ford Police Interceptor of this age is approximately \$620/year.

The DPW Fleet Superintendent checked into both the purchase and/or lease of passenger vehicles through VendorNet, otherwise known more commonly as "State Contract". VendorNet is a cooperative purchasing program run by the Wisconsin Department of Administration which allows not only State agencies, but Wisconsin municipalities to also take advantage of the streamlined purchasing process and volume discounted prices for a variety of equipment and services. VendorNet purchases meet the requirements of the City of Mequon Procurement Policy.

The lowest price sedan on VendorNet is a Chevrolet Malibu. The direct purchase price is \$18,343. Four-year lease/purchase plans are available for the Chevrolet Malibu for an annual cost of \$4,950/each per year. A comparable was also checked through Sourcewell/National Auto Fleet Group for the same model Chevrolet Malibu and their price is higher than VendorNet at \$19,320 for outright purchase, or \$5,356 per unit annually for leasing. According to TrueCar, the nationwide consumer market average cost for the Chevrolet Malibu LS with the 1.5 L engine is \$20,532 and matching Chevrolet Malibu's in the area are listed between \$20,400 and \$22,100.

Other VendorNet comparable vehicles available are:

- Dodge Journey (\$17,906)
- Jeep Compass Sport (\$20,180)

GM Financial's Municipal Lease-Purchase Plan has many features and benefits including:

- A municipal lease with GM Financial enables public entities to pay only for the useful life of vehicles. The payments under a lease program are subject to annual budgetary appropriation and are typically included as a line item in the operating budget and not considered debt. Most political subdivisions and their agencies, as defined in IRS Section 103, are eligible. For more information on Commercial Vehicle Lending, visit gmfinancial.com/business-customers.
- At inception, the municipality is the Registered Owner and GM Financial holds the lien
- At term-end, the municipality buys the equipped vehicle for \$1.00

Four of the current Impalas in the vehicle pool are in better condition. Four Impalas are in poor condition including the three taken out of service. If the City leases four of these vehicles to

replace the four Impalas identified for replacement, the remaining Impalas can be replaced after lease payments on the first four vehicles expire or be replaced on a case by case basis. After these leases expire it may also make sense to sell the original lease vehicles while they still have low miles and purchase additional replacements from VendorNet. If in the future a vehicle is scheduled to be sold from the Police Department that the Fleet Division feels would be a prudent purchase and meets the needs of the users of the pool vehicles, a purchase from the Police Department may be recommended at that time.

Fiscal Impact

There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 for the leases as recommended.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution approving a four-year lease of four Chevrolet Malibu sedans for a total annual cost of \$19,800.

Attachments:

VendorNet Purchase Quote & Lease Proposal (PDF)
Sourcewell Quote (PDF)
TrueCar Comparison (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3747

A Resolution Approving a Four-Year Agreement with Ewald Automotive Group/GM Financial, Oconomowoc, Wisconsin for the Lease-Purchase of Four (4) Chevrolet Malibu Sedans at an Annual Cost of \$19,800

- A. The City of Mequon Department of Public Works supplies pool vehicles for use by staff at City Hall.
- B. Four of the eight City Hall pool vehicles are in poor condition including three that were recently taken out of service.
- C. Replacement of the pool vehicles is consistent with the 2018 Fleet Rightsizing and Replacement Study.
- D. The Department of Public Works Fleet Division has obtained lease prices through VendorNet (State Contract) to lease four new Chevrolet Malibu sedans.
- E. The purchase or lease of equipment through VendorNet satisfies the City procurement policy.
- F. Adequate funds are available within the Department of Public Works equipment replacement fund, Account # 410787-725012-10359.
- G. The Committee on Public Works, at its meeting on July 14, 2020 approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

Staff is authorized to lease four Chevrolet Malibu sedans on four-year leases from Ewald Automotive Group/GM Financial of Oconomowoc, Wisconsin for \$19,800 per year.

Approved by: John Wirth, Mayor

Date Approved: July 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 14, 2020.

Caroline Fochs, City Clerk



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Mequon

Prepared For: Todd Zeller

262-236-2958

tzeller@ci.mequon.wi.us

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL



Attachment: VendorNet Purchase Quote & Lease Proposal (RESOLUTION 3747 : 2020 Equipment Replacement - Pool Vehicles)



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$23,270.00
Dest Charge	\$925.00
Total Options	\$0.00
Subtotal	\$24,195.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,852.00)
Subtotal Discount	(\$5,852.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$18,343.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$18,343.00

Comments:

2021 Chevrolet Malibu LS to your specs as detailed. Registration fees are not included. Delivery can be anticipated 90-120 days from receipt of your order.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.

Attachment: VendorNet Purchase Quote & Lease Proposal (RESOLUTION 3747 : 2020 Equipment Replacement - Pool Vehicles)



Proposal for Municipal Lease Purchase

To: City of Mequon

From: **GM Financial Commercial Vehicle Lending**
 220 E. Las Colinas Blvd.,
 Suite 800 Irving, TX 75039

Date: 06/30/2020

GM Financial is pleased to respond to your application for tax-exempt lease purchase financing. Our proposed terms and conditions are as follows:

Lessor: AmeriCredit Financial Services, Inc.

Lessee: City of Mequon

Assignee: De Lage Landen Public Finance LLC

PRICING AND TERM

Amount Financed: \$ 73,372.00 Fees: N/A Proposed Funding Date: _____ Interest Rate: 5.332% %

Valid until: 7/30/2020 Asset Description: 4-2021 Chevrolet Malibu LS

Lease Term: 4 Years Payment: \$ 19,796.13

Payment remittance (choose one): Annual/Advance Semi-Annual/Advance Quarterly/Advance Monthly/Advance
 Semi-Annual/Arrears Quarterly/Arrears Monthly/Arrears

ADDITIONAL TERMS AND

Security: First priority security interest in the leased vehicle(s).

Closing Costs: Lessee shall be responsible for all costs and expenses incurred in connection with the proposed transaction, including, but not limited to, those incurred with respect to all (i) issuing costs, (ii) bond and/or legal counsel, and (iii) escrow accounts.

Documentation and Insurance: As required, and in form and content approved, by Lessee in its sole discretion.

This proposal is subject to final credit approval and execution of final documentation. Please feel free to contact me at [214-210-2146] or [carmen.pham@gmfinancial.com] with any questions or for further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,
 Carmen Pham



Welcome **Tim Weyker**

[Edit My Profile](#) | LOG OFF

This is only a Quote, in order for us to place an order, we must receive your purchase order.

Step 6 of 8

Please click to view your quotation

Sourcewell Price

Exclusive Sourcewell Price

Configured Total MSRP Price	\$24,095.00
Sourcewell Price	\$19,320.76
Total Savings	\$4,774.24
Total % Savings	19.814 %

[View and print your Sourcewell contract quote letter without Lease Options](#)

Estimated Lease Options Per Unit

36 Months	\$585.42
48 Months	\$446.31
60 Months	\$365.16

[View and print your Sourcewell contract with Lease Options](#)

Attachment: Sourcewell Quote (RESOLUTION 3747 : 2020 Equipment Replacement - Pool Vehicles)

MAKE/MODEL DETAIL

Model Year	2020
Model Name	Malibu
Manufacturer Model Code	1ZC69
Series/Sub-Model Name	4dr Sdn LS w/1FL
Body Style	4dr Car

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
Code	Description
LFV	ENGINE, 1.5L TURBO DOHC 4-CYLINDER DI, with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)
TRANSMISSION	
Code	Description
MRG	TRANSMISSION, CONTINUOUSLY VARIABLE (CVT), (STD)
PREFERRED EQUIPMENT GROUP	
Code	Description
1FL	LS PREFERRED EQUIPMENT GROUP, includes standard equipment
PAINT	
Code	Description
GAN	SILVER ICE METALLIC
PAINT SCHEME	

Attachment: Sourcewell Quote (RESOLUTION 3747 : 2020 Equipment Replacement - Pool Vehicles)

Code	Description
---	STANDARD PAINT

SEAT TYPE

Code	Description
A51	SEATS, FRONT BUCKET, (STD)

SEAT TRIM

Code	Description
H1H	DARK ATMOSPHERE/ MEDIUM ASH GRAY, PREMIUM CLOTH SEAT TRIM

RADIO

Code	Description
IOR	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM, 8" DIAGONAL COLOR TOUCHSCREEN, AM/FM STEREO., Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Base Price	\$23220
Manufacturer Destination Charge	\$875
Total Options Price	\$0
Total Price	MSRP only. Not your Sourcwell member price.  \$24095

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Attachment: Sourcwell Quote (RESOLUTION 3747 : 2020 Equipment Replacement - Pool Vehicles)

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Chevrolet Malibu 53092 [Go](#)

Your 2020 Chevrolet Malibu

[Save Build](#)

[Edit Your Vehicle](#)



Your Build Summary

Style [Change Style](#)
LS with 1LS \$24,195

Standard Features & Specs
Gas 1.5L Inline 4 Turbocharged
Front Wheel Drive

Color Preferences [Edit](#)
Exterior: No Preference
Interior: Dark Atmosphere/ Medium Ash ...

Optional Equipment [Edit](#)
No options selected

MSRP [i](#) **\$24,195**
Window sticker price

Market Average [i](#) **\$20,532**
Avg. savings of \$3,663 Off MSRP

TruePrice [See TruePrice](#)
Discounted price you'll pay

[See TruePrice on Local Inventory](#)

There are **2 incentives** you may qualify for [View and Edit](#)

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[Matching Inventory](#) [Pricing](#) [How It Works](#) [Used](#) [Photos](#) [Features](#)

Matching Chevrolet Malibus in your area

[Best Matches](#) [New Arrivals](#) [Closest](#)



2020 Chevrolet Malibu
LS with 1LS

[i](#) 58 mi - Fox Lake, IL

Similar cars sold for [i](#)
\$20.4k-
\$21.3k Listed 4 months ago

[Get Your TruePrice](#)



2020 Chevrolet Malibu
LS with 1LS

[i](#) 52 mi - Antioch, IL

Similar cars sold for [i](#)
\$20.8k-
\$21.7k Listed 4 months ago

[Get Your TruePrice](#)



2020 Chevrolet Malibu
LS with 1LS

[i](#) 58 mi - Fox Lake, IL

Similar cars sold for [i](#)
\$21.3k-
\$22.1k Listed 4 months ago

[Get Your TruePrice](#)

Attachment: TrueCar Comparison (RESOLUTION 3747 : 2020 Equipment Replacement - Pool Vehicles)



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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: July 14, 2020
SUBJECT: RESOLUTION 3749 A Resolution Awarding Contracts for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin and Choice Cuts Tree Service, LLC of Mequon, Wisconsin in an Amount Not-to-Exceed \$40,000

Background

In the fall of 2019, City staff identified approximately 2,600 trees for removal during winter operations. City crews were able to remove 1,997 trees, leaving 603 yet to be removed. While tree removal operations are ongoing, the goal is to remove the remaining trees previously identified for removal prior to marking new trees for removal in the winter of 2020/2021.

Analysis

Staff requested daily pricing from five vendors. Daily pricing allows the City to designate areas of tree removal without needing to identify sizes for bidding purposes. The daily pricing includes both tree removal, clean-up and all disposal. Stump grinding and restoration will be completed by City crews.

Staff recommends awarding the contract to two contractors both for efficiency and workload. Each contractor will be assigned a section of the City for tree removal and work through the designated time frame allotted by the city, until all of the trees are removed or until they reach the contract threshold.

Contracted firms will have until September 18, 2020 to complete removals, the timeframe allows for completion of the 2019/2020 tree list prior to marking trees for a 2020/2021 winter removal list.

The ash trees themselves were previously marked for removal last fall and are generally located on the south side of Mequon. Marked trees vary in size. Any trees remaining at the end of the contract value will be removed by City tree crews.

CONTRACTOR	DAILY RATE
Choice Cuts Tree Service, LLC	\$2,500
Wallace Tree and Landscape Inc.	\$2,800
Gollnick and Sons Tree Service	\$3,200

Fiscal Impact

The contract will be paid from the Emerald Ash Borer capital fund. The fund has sufficient balance for this contract. Remaining funds will be used for tree purchase and replacement in the fall. Funds will also be used for specific hazardous ash tree removals throughout the rest of 2020.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding contracts for ash tree removal services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin and Choice Cuts Tree Service, LLC of Mequon, Wisconsin in an amount not-to-exceed \$40,000.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3749

A Resolution Awarding Contracts for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin and Choice Cuts Tree Service, LLC of Mequon, Wisconsin in an Amount Not-to-Exceed \$40,000

- A. Staff requested daily tree crew pricing for the removal of ash trees within the City's right-of-way.
- B. Staff has reviewed the various bids and contractor qualifications for the contract.
- C. Staff determined that the quotes received are in accordance with the project specifications and recommends award to Choice Cuts Tree Service, LLC for the daily price of \$2,500 and Wallace Tree and Landscape Inc. for the daily price of \$2,800.
- D. The total cost for the combination of the two contracts shall not exceed \$40,000.
- E. On that basis, the Public Works Committee at its meeting on July 14, 2020 recommended approval of the contract award.
- F. Sufficient funds are available in the Emerald Ash Borer capital account, Project 11070.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

The above contracts, as recommended by the Public Works Committee and approved by the Mequon Common Council, be approved and that staff is authorized to sign the appropriate contract documents.

Approved by: John Wirth, Mayor

Date Approved: July 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 14, 2020.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: July 14, 2020
SUBJECT: RESOLUTION 3750 A Resolution Authorizing a Change Order for the 2020 Road Improvements Contract to Stark Pavement Corporation of Brookfield, Wisconsin in an Amount Not-to-Exceed \$25,000

Background

During its April 2020 meeting, the Common Council approved Resolution 3725 that awarded a contract for the 2020 Road Improvements Contract to Stark Pavement in an amount not-to-exceed \$447,481. With the Wauwatosa Road portion of the contract not yet complete, staff anticipates that the final project cost may exceed the authorized contract cost by up to \$25,000.

Analysis

Contract amounts are based upon estimated bid quantities. Bid quantities are based upon past road program contracts and estimates for the specific roadways. Bid items include the materials required for reconstructing the roadway, as well as an estimated quantity for undercutting, which is based upon pavement cores taken prior to the project.

The contract included the reconstruction of Woodbury Drive. After the pulverizing of the road surface was complete, the contractor performed a proof roll of the base prior to paving. The proof roll showed large areas of soft subgrade, which required significant undercutting. Undercutting consists of the removal of the soft material and placement of larger stone to make the base stable for paving operations. The undercutting for Woodbury Drive resulted in an increase of 9 times the estimated bid quantity. In total, the additional cost for undercutting is \$55,355.

The original contract included several patches on Wauwatosa Road that are not yet complete. Staff is requesting authorization of the change order to increase the contract amount which would allow for the completion of the original contract.

Fiscal Impact

The City is in Year 2 of a three-year road borrowing. There are sufficient funds for the increased contract amount without impacting the other 2020 road program contracts. While the Wauwatosa Road work could be reduced or postponed to 2021, it is anticipated that the costs for repair will only increase over time.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution authorizing a change order for the 2020 Road Improvements Contract to

Stark Pavement Corporation of Brookfield, Wisconsin in an amount not to exceed \$25,000.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3750

A Resolution Authorizing a Change Order for the 2020 Road Improvements Contract to Stark Pavement Corporation of Brookfield, Wisconsin in an Amount Not-to-Exceed \$25,000

A. Resolution 3725 authorized a contract for the 2020 Road Improvements Contract to Stark Pavement in an amount not to exceed \$447,481.

B. During the project, Woodbury Drive required significant undercutting to stabilize the road base, which exceeded the bid quantity.

C. Project expenses to complete the remaining contract as originally authorized would increase the contract amount up to \$25,000.

D. The Public Works Committee at its meeting on July 14, 2020, approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

The change order for the 2020 Road Improvements Contract is authorized.

Approved by: John Wirth, Mayor

Date Approved: July 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 14, 2020.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Bridget Henk, Assistant City Engineer
DATE: July 14, 2020
SUBJECT: RESOLUTION 3751 A Resolution Awarding a Contract for a Drainage Capital Improvement Stormwater Study in the Vicinity of Prairie View Lane and Lakeshore Drive to FreshWater Engineering, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$20,900

Background

After the May 18 storm event, Prairie View Lane and Lake Shore Drive adjacent to the MMSD Green Seams property experienced overtopping and the adjacent properties experienced localized flooding restricting driveway access. The overtopping of Prairie View Lane lasted until Tuesday, May 19.

The residents of the area have requested that additional action be taken by Public Works and the Public Works Committee to address the overtopping and level of water in the ditches. City staff recommended a fresh look at this area by a consultant. A request for proposals (RFP) for this area was issued on June 10 and included the evaluation of the draintile, review of the 1999 report and general survey of the area. The intent of the RFP was to identify both short term solutions that may provide additional relief and verify or identify new long-term solutions to address the localized flooding.

Analysis

The RFP was sent to 8 consultant firms and two responses were received. The two proposals were similar in both the estimated cost and the approach to short term and long-term solutions. Both proposals are posted on the City website for reference.

CONTRACTOR	TASK	PRICE
FreshWater Engineering	Drain Tile Televising	\$57,500
	Channel Evaluation and Report	\$19,000
	Grand Total	\$76,000
Stormwater Solutions Engineering	Drain Tile Televising	\$50,000.00
	Channel Evaluation and Report	\$27,514.00
	Grand Total	\$77,514.00

Staff included the televising of the draintile in the RFP. Both responding proposals identified that the televising of the draintile would be a schedule concern but could otherwise meet the September schedule outlined in the RFP. The televising would also likely require cleaning and would be at the higher levels indicated in the Proposal responses. The cost and timeline delay in

televising the draintile would likely exceed the benefit to include the evaluation with the study. If the draintile is identified as a primary concern/issue for the overall drainage solution, the televising could be completed outside of the study scope and administered by the City directly.

Both firms are qualified to perform the work outlined in the proposal. The proposal for the recommended firm is attached.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to proposed contract awards. Therefore, staff is recommending that the resolution approve an amount not to exceed \$20,900, which includes a contingency of 10% for additionally authorized efforts. The contingency would allow staff to authorize minor changes in scope related to unexpected field conditions.

Work on this contract can start as soon as the contract is fully executed.

Fiscal Impact

There is adequate funding available in the major and secondary drainageway account.

The major and secondary drainageway account currently has a balance of \$203,735.76. Staff has been authorized to move forward with CIP items 1-3. Priority number 1 has been authorized and is not to exceed \$20,000. Construction plans for 2 and 3 have not been developed at the time of this report. The cost for the improvements is an approximation.

Priority Number	Description	Allocated Costs	Approximate Costs
1	Donges Bay Road (Cedar Ridge)	\$20,000	
2	Pinehurst /Shorecliff Draintile		\$55,000
3	Shorecliff Ditch Improvements		\$19,500
4	Country Club Lane Ditching		Completed by DPW
5	Fiesta Lane Improvements		\$100,000*
6	Ranch, Hickory, Chestnut		Not Calculated*

Recommendation

It is staff’s recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the Drainage Capital Improvement Stormwater Study: Prairie View Lane and Lakeshore Drive contract to FreshWater Engineering, of Milwaukee, Wisconsin, for an amount not-to-exceed \$20,900.

Attachments:

Proposals for Services_Drainage Capital Improvement Stormwater Study_FreshWater Engineering (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3751

A Resolution Awarding a Contract for a Drainage Capital Improvement Stormwater Study in the Vicinity of Prairie View Lane and Lakeshore Drive to FreshWater Engineering, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$20,900

A. The City of Mequon Engineering Division has advertised and received bids for a Drainage Capital Improvement Stormwater Study in the vicinity of Prairie View Lane and Lakeshore Drive.

B. Staff has reviewed the various bids and contractor qualifications for the contracts.

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work and, on that basis, has made a recommendation to the Public Works Committee.

D. The televising costs will be excluded from the contract award and may be considered in the future.

E. Adequate funds for this contract are available from the major and secondary drainage account.

F. To provide for additional services that may result from the alternative analysis, the contract award amount shall be affirmed with a 10% contingency, for a total not-to-exceed cost of \$20,900.

G. The Committee on Public Works at its meeting on July 14, 2020, approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

Staff is authorized to award and sign the appropriate contract agreement to FreshWater Engineering from Milwaukee, Wisconsin in an Amount Not-to-Exceed \$20,900

Approved by: John Wirth, Mayor

Date Approved: July 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 14, 2020.

Caroline Fochs, City Clerk

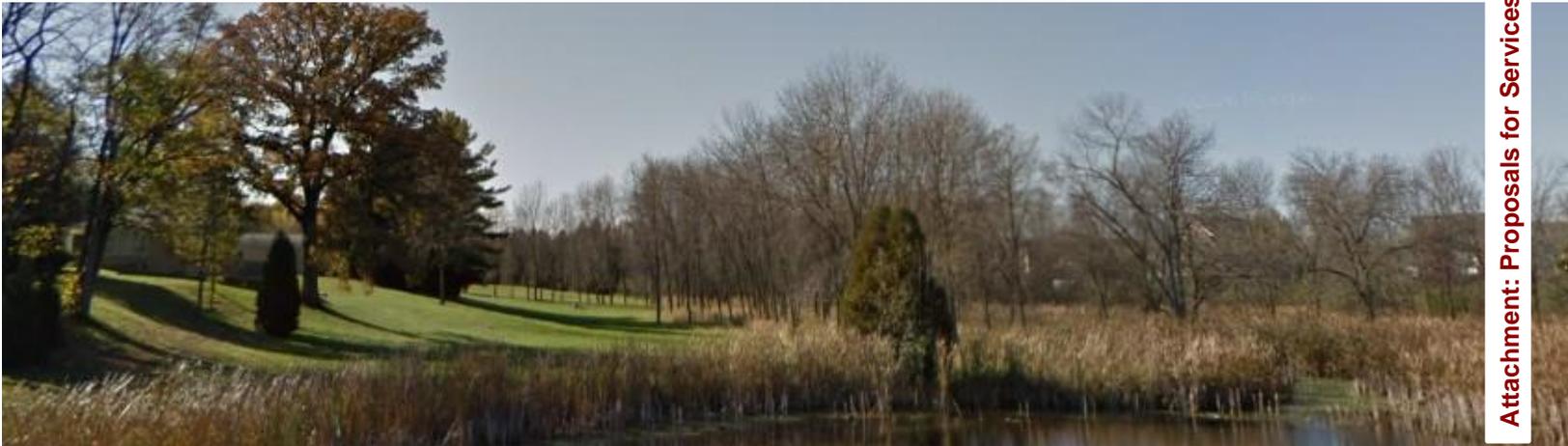


Proposal for Services

DRAINAGE CAPITAL IMPROVEMENT STORMWATER STUDY:
PRAIRIE VIEW LANE AND LAKESHORE DRIVE



Attachment: Proposals for Services_Drainage Capital Improvement Stormwater Study_FreshWater Engineering (RESOLUTION 3751 : Prairie



June 24th, 2020

City of Mequon – Engineering Division
11333 N. Cedarburg Road
Mequon, WI 53092



RE: Request for Proposals for Drainage Capital Improvement Stormwater Study: Prairie View Lane and Lakeshore Drive

Dear City Selection Committee,

FreshWater Engineering is pleased to submit this proposal in response to the recent City of Mequon Engineering Division RFP Drainage Capital Improvement Stormwater Study for the Prairie View Lane and Lakeshore Drive axes in Mequon, Wisconsin.

FreshWater (FW) proposes to integrate field data collected throughout the basin to develop an accurate representation of existing conditions. This will allow the City to analyze the flood risks and identify potential areas of improvement to limit future flood damages, both in the short and long terms. The following pages provide information about our project team, our qualifications, and our experience with similar projects.

We specialize in hydrodynamic modeling, hydraulic design optimization, stormwater management, and scour and erosion analysis. As a locally owned and operated firm, we are excited about this opportunity to help improve our environment and the water resources that surround us. We have a passion for finding a balance between the natural world and the built, human environment and we look forward to putting our skills to use on this project.

For services related to sewer televising, we are proud to team with Visu-Sewer. Founded in 1975, they have a vast resume of experience investigating underground utility lines. FreshWater and Visu-Sewer are currently teaming together on a similar investigation at North Point in Milwaukee to improve site drainage and stormwater management at that site. We will put our successful teaming relationship to efficient use for this project.

We welcome the opportunity to discuss this proposal with you further should there be any need. Please feel free to contact me at the number listed below should you have any questions.

Sincerely and most respectfully,

Laura Rozumalski, P.E.
President and Principal Engineer
lrozumalski@freshwatereng.com
608-616-0128

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Introduction and Project Understanding

Extreme rainfall events are becoming commonplace across the country and Mequon is no exception. In urbanized watersheds, current stormwater infrastructure cannot cope with the vast quantities of runoff, posing increased risks to water quality, man-made structures, and human health and safety. Localized flooding in certain areas of Mequon has been noticeably increasing and the City of Mequon (City) has proposed long term solutions to fix this.

In an effort to seek out short term improvements and to ensure the proposed solutions are feasible, the City is looking to survey the area of concern. The results of the survey will be combined with information found in existing documentation to present findings to staff in an accurate and comprehensive manner.

Project Approach

The project will begin with a kick-off meeting to establish lines of communication, discuss expectations, and schedule regular progress update meetings. Following the kick-off meeting, the team will begin working on the project as described in the RFP. Tasks will begin with data analysis and collection and finish with a summary report of the findings. FW proposes to follow the scope of work provided in the RFP to provide field data and design recommendations to the City.

Field campaign planning and execution is one of FreshWater's strengths. FreshWater staff is skilled with a variety of devices used for field surveys including Real-Time Kinematic Global Positioning System (RTK-GPS) equipment, hydrographic surveying tools, aerial image photogrammetry, and water depth measuring sensors. We have performed RTK-GPS surveys at hundreds of sites and water bodies throughout the Midwest and completed field campaigns across the country. The largest current project is monitoring a watershed in northeastern Oklahoma stretching across three large tributaries and approximately 80 river miles. In addition to topographic survey and water level monitoring, FW is also collecting water quality data and evaluating discharge throughout the hydrologic system; engineering staff use field data to develop large-scale and site specific hydrologic and hydraulic models.

With detailed field information, FW is able to develop effective stormwater management designs. Wherever possible, FW strives to incorporate green stormwater infrastructure and promote infiltration. These sustainable practices provide several distinct advantages over traditional "hard" engineering solutions including reducing peak flows, delaying maximum discharge, filtering pollutants, and enhancing local aesthetics. Step-pools on a porous sand media bed used in a Regenerative Stormwater Conveyance (RSC) system are excellent examples. An RSC combines elements of bioswales with high-capacity conveyance systems to filter out nutrients, sediment, and particulate pollutants; infiltrate stormwater; and provide habitat for wetland flora. Another example is the incorporation of microtopography to infrastructure designs, wherein small depressions and raised locations are purposely included. Studies suggest increased infiltration and decreased runoff as well as higher vegetative species diversity in areas with significant microtopography.

Local topographic information will be important for the design process. FW engineers will evaluate local low points for use as infiltration basins, retention ponds, or detention facilities.

Topographic data will be collected using RTK-GPS equipment on land, with support of aerial imagery collected with a drone for use in photogrammetric analysis as needed. Potential sites for vegetated ditches to more efficiently convey surface runoff may be indicated by topographic information.

Additionally, any need for channel modifications such as drop structures can be evaluated by analyzing surveyed thalweg slopes in surface channels.



Conceptual designs for at least 3 recommendations will be developed for City review. Planview sketches, engineer's probable construction and permitting costs, and an estimated implementation schedule will be submitted to City staff.

All project information will be compiled into a summary report. The report will include survey data, televising reports for drain tile, highlighted areas in need of repairs, and a detailed comparison to the 1999 Stormwater Report. Where current systems are undersized, silted, or damaged, FW will provide recommendations for repair or replacement.

Statement of Qualifications

FreshWater Engineering will evaluate the current and planned long-term stormwater management solutions and make recommendations for short-term modifications to mitigate current flooding concerns. FW staff bring extensive experience with stormwater system modeling and design to this project, with experience working in Wisconsin, the Upper Midwest region, and coast to coast. Tasks have ranged from small-scale rain garden design and installation to modeling and designing management systems in heavily-developed urban areas. The dedicated engineering team is capable of handling a wide variety of project scales and is committed to working with clients to ensure their goals are met with every project.

FW brings a dedicated team to the project. Laura Rozumalski, PE will perform the role of Project Manager and be actively involved with the many facets of this project. She will coordinate team efforts, offer insight during the survey planning phase, help interpret survey data, and communicate findings to City staff throughout the duration of the project. Brent Teske will lead planning efforts, process survey results, and maintain field notes. Ellen Feigl and Tyler Kapla will serve as supporting project engineers with responsibilities of data collection and processing.

FreshWater's Unique Abilities

FW has deep roots in Wisconsin and its vibrant communities. We have extensive experience in hydrologic and hydraulic data collection, watershed modeling and analysis, and community-based stormwater management design.

FW is a certified Woman-Owned Small Business Enterprise headquartered in Madison, with a local office in Milwaukee, Wisconsin. FreshWater staff specialize in hydrologic and hydraulic data collection, analysis, combined with modeling, watershed studies, and sustainable stormwater management. Our work includes extensive field data collection planning and implementation, analysis and interpretation of data, H&H analyses, engineering design for water resources, and coordination of multi-disciplinary teams.

Visu-Sewer's Unique Abilities

Visu-Sewer, Inc. is a second generation family owned company located in Pewaukee, WI. Founded in 1975 by Ernest Alexander, Visu-Sewer was started with a core group of employees dedicated to providing the highest quality sewer inspection and maintenance services in the industry. During the first few years, the company focused primarily on sewer cleaning and inspection work. These were the formative years for techniques such as hydro-jet flushing & CCTV Inspection.

Visu-Sewer was instrumental in the refinement of these techniques and was a founding member of the National Association of Sewer Service Companies.

Storm sewer CCTV inspection and obstruction removal can be a daunting task. Specialized equipment and data collection methods need to be used on each project. Visu-Sewer is well versed in the challenges of these types of projects. Whether the desire is to remove all debris and obstructions prior to televising or just to get through the pipe with as little cleaning and possible, we have the experience, equipment and personnel to complete any pipe inspection and cleaning project. In order to keep up with the demands of changing technologies in our industry, Visu-Sewer has a full time IT Manager on staff. This allows us to provide in-house immediate support to both field and office personnel. We have six offices throughout the central United States. Additional information about our company can be found at www.visu-sewer.com.



Similar Project Experience

Sewershed Modeling for Prioritization of Implementing Grey and Green Infrastructure CSO Mitigation Solutions, Green Cities, Clean Waters Program, Philadelphia Water Department, PA

FreshWater Engineering's Principal Engineer, Laura Rozumalski, PE, served as project



manager and lead water resources engineer on various teams of engineers and landscape architects tasked with designing green stormwater infrastructure in order to meet ambitious targets to remediate Combined Sewage Overflows (CSOs) using decentralized storage and infiltration. As Project Manager for dozens of site-specific green stormwater infrastructure projects, she led the design of various facilities including bumpouts, tree trenches, rain gardens, stormwater wetlands, and other bio-infiltration areas.

Laura was integral to developing CSO mitigation alternatives for the City's Long-Term Control Plan Update. She modeled a wide range of alternative designs for the City's sewer system, using EPA's SWMM, including conveyance improvements, tank storage opportunities, tunnel options, wastewater treatment plant expansion options, inflow and infiltration controls, sewer separation, and more. Laura initiated and supervised a GIS-based project combining land use data with SWMM modeling results to analyze sewer overflow volumes on a watershed and sewershed basis and prioritize project locations that would result in the greatest CSO reduction.

As a part of the SWMM modeling, alternatives for meeting program objectives were developed and initially compared for their effectiveness in reducing combined sewer overflows. In selecting the best alternative for meeting the City's obligations for controlling CSO events, Laura and her teammates considered it critical to also consider the larger context of the various economic, social, and environmental challenges facing the City. The modeling objective of the analysis focused on significantly reducing CSOs, thereby making Philadelphia's creeks and rivers cleaner and healthier, but also allowed for the unique opportunity to be much more than just a water quality improvement program and reverse the decline in the physical infrastructure in the City. Each analysis was designed to provide additional benefits beyond the reduction of CSOs, so that every investment made provided a maximum return in benefits to the City.

At the conclusion of the study, the "Green Stormwater Infrastructure with Targeted Traditional Infrastructure" alternative was shown to be the most attractive alternative due to the many environmental, social, and economic benefits that can be realized and the fact that benefits begin accruing immediately—thereby producing benefits for City residents long before the solely traditional infrastructure approach would.

Cedarburg Stormwater Management

FreshWater consulted in the design of stormwater management for a development site located in the town of Cedarburg, Wisconsin. FreshWater was responsible for designing stormwater management techniques in accordance with town ordinances, comparing pre- and post-development conditions.



Design challenges included ensuring the changes to site hydrology did not negatively impact the function of nearby wetlands. A series of vegetated swales were proposed for the site to pre-treat the stormwater runoff. Flow was then directed to a bio-infiltration stormwater pond to further condition the water before it reached nearby wetland areas.

Sending the water through a chain of treatment swales ensures the wetlands are protected from harsh pollutants such as oil, salt, and other contaminants that would negatively impact the ecosystem services provided by healthy wetlands. This treatment train also helps mitigate the extreme flow events before they reach the wetland, potentially causing significant erosion and damage.

Glenwood Park Stormwater Management, Madison, WI



FreshWater worked with the City of Madison and the Friends of Lake Wingra to repair erosion damage at Glenwood Park in Madison, Wisconsin caused by a compromised stormwater outfall. A 53-acre area was directed to a stormwater outfall which failed, redirecting drainage of the flow to vulnerable areas of the park. Multiple design alternatives were considered to resolve the stormwater erosion problem in the park. Utilizing City of Madison GIS information and HydroCAD modeling, FreshWater designed a method to quantify water volumes, manage flows, and treat several typical stormwater pollutants with minimal erosion concerns.

The most promising alternative was the implementation of a Regenerative Stormwater Conveyance (RSC) system. This system provides a series of step-pools atop a porous sand media bed that is effective at conveying large flow events, managing storm volumes, and treating many typical stormwater pollutants. RSC systems are designed to convey

high flow rates without erosion, protecting bio-engineered slopes and habitat. This allows RSC systems to combine features and water quality benefits of swales, infiltration, filtration, and wetlands to protect water resources. Additionally, they are designed to convey flows associated with extreme floods (i.e. 100-year storm and higher) in a non-erosive manner, which results in a reduction of channel erosion impacts and flooding commonly encountered at conventional stormwater outfalls and headwater stream channels.

FreshWater Engineering was excited to be a part of this sustainable stormwater mitigation project at Glenwood Park. Through this project, FreshWater provided services to analyze the hydrology of the contributing drainage area, developed and assessed different design alternatives, worked with the local stakeholders to select a preferred alternative, and completed a 50% design of the selected design alternative. This project strengthened the collaboration and working relationship between the City and FreshWater Engineering.

Green Infrastructure Design for Monroe Street, Dudgeon Monroe Neighborhood Association

FreshWater Engineering was selected by the City of Madison to provide expertise on selection and implementation of various green infrastructure components along the Monroe Street Corridor Reconstruction. Additionally, FreshWater was identified as a key contributor by city staff and members of the Monroe Street Reconstruction Engagement Resource Team to provide insight on lessons learned regarding performance and maintenance requirements of a range of green infrastructure components.

FreshWater was asked to provide review and discussion with city staff ideas for on- and off-corridor green infrastructure implementation opportunities. This phase of the project included a community engagement process where FreshWater worked with the city to understand the community's perspective on issues and opportunities related to infrastructure design on Monroe Street.

Methodology for Siting Green Infrastructure, Green Streets Initiative, Philadelphia

Developed site analysis protocol - once a parcel was selected for green infrastructure, developed methodology for streamlining placement of features. Method included an interactive GIS-based checklist that helped the user collect pertinent site information used to determine where green infrastructure features would be most beneficial and practical to construct.

Regent Street Rain Garden, City of Madison

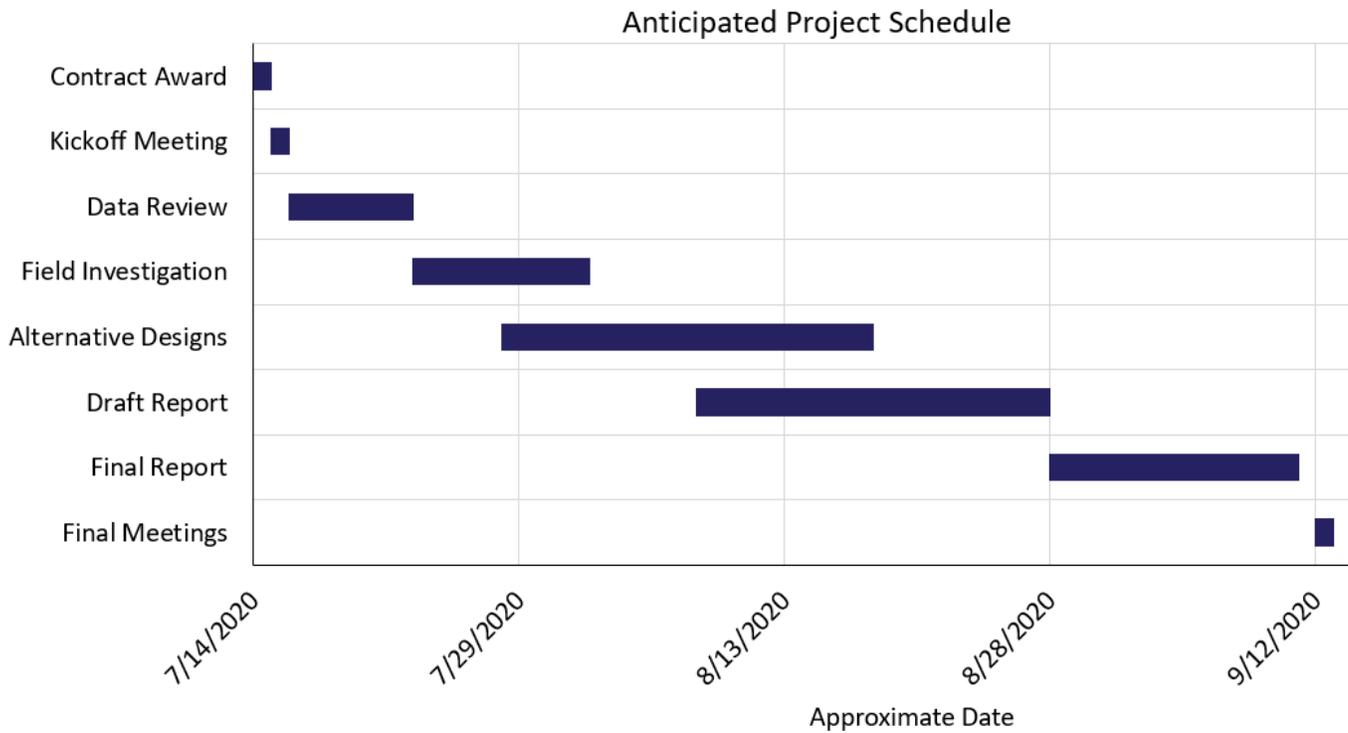
Designed and constructed a rain garden along Regent St in Madison to manage stormwater from rooftop, sidewalk, and alleyway runoff. The design analyzed the area and 10 year event and used HydroCAD to design the fill amounts in the rain garden.

Stormwater Guidance - Standards Design Manual, Philadelphia Water Department

Assembled guidance documentation and design standards for stakeholders and developers presenting various types of green infrastructure including porous pavement, stormwater planters, bumpouts, bioswales, stormwater tree pits, rain gardens, and more.

Project Schedule

Throughout the course of all project durations, our team remains committed to providing effective communication within our project teams and with our clients. We strongly commit to successfully managing our projects so that objectives are met and budget constraints are withheld. The anticipated schedule for this project is shown below with the Draft Report deliverable planned for August 28, 2020.



Project Fee

FreshWater Engineering will perform the described scope of work according to the following fee schedule.

Given the unknown site conditions for televising the draintile, this fee is estimated as time and materials for the foreseeable variations in condition, including no cleaning required, moderate cleaning required, or heavy cleaning required. If cleaning is required, excavation of inspection access points will be required every 500 feet or at pipe direction changes. Excavation fee is listed as a weekly expense, assuming 2 weeks to complete the work.

TASK	FEE
Survey and Site Investigation	
<i>RTK topo survey combined with aerial imagery survey</i>	\$ 5,500
Televisе Draintile	
<i>No cleaning: \$350/hr, approx. 40 hours</i>	\$ 14,000
<i>Moderate cleaning: \$485/hr, approx. 80 hours</i>	\$ 38,800
<i>Heavy cleaning: \$575/hr, approx 100 hours</i>	\$ 57,500
<i>Excavation of access pits for cleaning: \$5,000/week</i>	\$ 10,000
Review 1999 Stormwater Report	\$ 2,000
Prepare Draft Report with 3 Design Solutions	\$ 7,500
Final Report and Meetings	\$ 3,800
Address Any Final Comments	\$ 200

Staff Qualifications

FreshWater Engineering

Laura Rozumalski, PE

- Project Management
- Data Plan Development, Implementation, and Analysis
- Alternatives Analysis and Solutions Development

Laura is the founder and Principal Engineer of FreshWater Engineering. She has over 18 years of experience as a water resources engineer. During her academic career, Laura completed a double Master's degree at the University of Wisconsin studying under Professors Potter and Hoopes for hydrology, hydraulics, and open channel flow and Professor Wu for fluid mechanics. For her undergraduate degree, she studied geology and geomorphology under Professors Mickelson and Knox.



Throughout her professional career, Laura has developed a deep understanding of a diverse range of areas in the field of water resources during her time spent as a public employee and as a private consultant. While at the United States Geological Survey, she served as a hydrologic technician evaluating more than 30 watersheds throughout the Great Lakes Region as part of a study evaluating the effects of urbanization on stream ecosystems.

Using this collected field data, Laura developed representative models for the watersheds including HEC-RAS, MOD-FLOW, and SWMM models to assess the current condition of the hydrologic system and illustrate the effects different intensities of urbanization and agriculture had on each of the watershed basins. She conducted multivariate analyses to develop relationships between hydrologic conditions and the water quality and biologic response within the basins.

Laura's career has also included time working as a Water Resources Engineer for the City of Philadelphia. There she led a team developing combined sewer overflow (CSO) mitigation alternatives for the City. She modeled a wide range of alternatives, using EPA's SWMM, including conveyance improvements, tank storage opportunities, tunnel options, wastewater treatment plant expansion options, inflow and infiltration controls, sewer separation, and more. This SWMM modeling included running city-wide flow scenarios as well as smaller, sub-watershed modeling of specific areas of concern.

During her career in consulting, Laura has worked on numerous watershed studies and has successfully developed and implemented studies in hydrologic and hydraulic modeling. For one project in particular, Laura provided a detailed review and data analysis of meteorological, surface water, groundwater level, and flow gage data to understand the physical conditions that had led to more frequent flooding of residential properties throughout a watershed. Final recommendations from the study included ways to better manage the functional hydrology of

the system and called out key locations where storage throughout the lake system could be increased in order to alleviate downstream flooding.

In addition to project engineering work, Laura has engaged public participation during stakeholder meetings for various projects. She has worked with numerous friends groups and neighborhood associations to brainstorm ideas for potentially acceptable design solutions that would be constructed. She has also presented design concepts to stakeholder groups and collected feedback from participants that were then fed back into the design process for further refinement and ultimate buy in from local stakeholders.

Lastly, Laura has also successfully managed a range of engineering project sizes from small task orders for private homeowners up to large multi-phase, multi-million dollar project budgets for the Federal government. She is excited for the opportunity to put all these skills to use for this proposed project opportunity.

Brent Teske, MS

- *Plan Development, Implementation, and Analysis*
- *Alternatives Analysis and Solutions Development*
- *Model Development and Refinement*

Brent has a range of experience in water resources engineering and field data collection. He provides extensive support throughout the life of a variety of projects, from initial investigations to planning and implementation to data analysis, modeling, and reporting. He holds a Master's degree from the University of Wisconsin-Madison in Water Resources Engineering and a Bachelor's degree from Iowa State University in Mechanical Engineering.



He has experience developing large- and small-scale stream monitoring, working with Computational Fluid Dynamics (CFD) models, creating SWMM models to analyze flood risks, and designing stabilization infrastructure to rehabilitate degraded wetland systems.

Brent has significant project experience in the development and implementation of watershed modeling projects. One watershed modeling project included approximately 70 miles of river and streams spread between several significant tributaries. This complex system is heavily influenced by the presence of urbanization. Brent has been working to provide calibration and validation data for a sediment transport model to determine the effects of the hydrology and hydraulics on sediment deposition and flood magnitudes within the basin. Model development required multi-year monitoring of the watershed for a variety of data including water surface elevations, streamflow volumes, sediment properties, sediment bedload transport rates, and suspended sediment concentrations. Brent has assessed data requirements for model parameterization, calibration, and validation; analyzed publicly available data; evaluated monitoring locations; and selected the equipment necessary for the data collection campaign.

Brent has also used H&H models to evaluate stream flows on several other projects. He provided floodplain mapping for the Kinnickinnic River in Milwaukee as part of a project with the Milwaukee Metropolitan Sewerage District, and he has worked on several additional flooding evaluations in his time at FreshWater. Brent was instrumental in developing a water intake manifold design for an industrial operation on the Wisconsin River, using H&H models to assess flow forces on the structure. He is well-versed in both 1- and 2D models and is experienced in developing floodplain maps, evaluating water velocities, and analyzing shear stress in streams.

As part of his graduate research, Brent worked extensively in Cherokee Marsh in Madison, Wisconsin. The project involved designing and constructing a system of floating breakwaters intended to reduce and reverse erosion along a fragile shoreline. The breakwaters were planted with native vegetation, providing food and cover for local fauna. Wind, fetch, and wave analyses were an integral component of design development, and he was able to show that the breakwaters limited wave impacts sufficiently to rebuild the shoreline. In addition, he developed a design that would trap sediment behind the breakwaters, effectively reversing the erosion.

Brent is excited for the opportunity to put his H&H modeling skills to use as part of this project. He is interested in work that will have a meaningful impact within his community and sees this as an excellent chance to provide invaluable information to the City.

Ellen Feigl

- *Plan Development, Implementation, and Analysis*
- *Alternatives Analysis and Solutions Development*

Ellen holds a degree in bioresource engineering. She has worked multiple positions in engineering and business development departments, gaining experience in data analysis. Her previous work has focused on development and maintenance of effective communications, and she enjoys translating high-level technical knowledge to improve client relations. An expert in customer satisfaction, she uses an engineering optimization mindset to guarantee results.



Ellen has experience in stormwater management, including water quality management and green infrastructure. During a project for a group of homeowners in Lake Waterloo in Quebec, Canada, she evaluated alternatives for runoff capture and filtration. Surrounded by lands with traditional agricultural use, the lake contained high phosphorus levels from runoff and within its sediment. The initial plan was to dredge the phosphorus contaminated sediment, this was evaluated and augmented with inflow treatment solutions. Quebec's climate, cost, and maintenance effort were the main criteria for choosing sustainable designs. Natural and nature-based infrastructure were preferred and the involvement of local stakeholders helped develop a successful design.

For a design project, her team was selected for the design of a rainfall catchment and storage technology system in downtown Montreal that would provide water for a public building. She

worked closely with university officials, professional engineers and other teams to ensure project success. She analyzed rainfall patterns and distribution and modeled water usage levels in parallel. Integrated management with the grey- and blackwater treatment and release teams proved essential to meet the Living Building Challenge's strict sustainability requirements.

Tyler Kapla

- *Data Collection*
- *Alternatives Analysis and Solutions Development*

Tyler has over 18 years of experience in the water resources and construction management field. He has demonstrated an ongoing ability to exceed client's expectations and deliver on project quality, while keeping projects on schedule. He has extensive experience developing construction documents for stream crossings, ecosystem restoration, and sustainable water resources management design projects.

Additionally, Tyler has managed surveys to collect bathymetric and topographic map data, establish right-of-way locations, analyze grading on various water projects, and assist with slope surveying for culvert alignment. He has led survey crews using aerial drones, single- and multi-beam echosounders, multiphase echosounders, side-scan sonar equipment, sub-bottom profilers, and real-time kinematic GPS units.



TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: July 14, 2020
SUBJECT: Horse Sign Request (Riverland/Bonniwell)

Background

Alderman Strzelczyk made the following request for horse signs: I have a residence on/near Riverland and Bonniwell Roads that has been riding horses from their property to a large acreage farm and using the road shoulder as allowed. What they've been experiencing is cars and trucks moving at a high rate of speed, not slowing or giving them enough room. On more than one occasion the horse spooked and nearly bucked the rider off on the road. We have a "slow for horses" sign on Highland and I would like to officially request that we install 2 sets. 1 on Riverland (Southbound just after entering from Pioneer and Northbound just after entering from Bonniwell) and 1 on Bonniwell (Heading east just after entering off Riverland and heading west just after entering from Green Bay).

Analysis

Please note that the City does not have a policy for reviewing these types of sign requests, so they are typically addressed on a case by case basis. The Manual for Uniform Traffic Control Devices (MUTCD) establishes standards for regulatory signs. While the City as a local jurisdiction may consider installing non-regulatory signs, staff generally advocates for conformance to the MUTCD.

The City has two sets of horse signs in stock:



W11-7



The "Slow Down Passing Horses" sign is a non-regulatory sign. While there are similar signs installed in locations within the City, staff advocates for a migration to standard, regulatory signage.

From the MUTCD and shown below, the W11-7 should be used with a slanted down arrow for a crossing, or could be supplemented with a "Share the Road" (W16-1P) where the horses share the road. Placement is simply described as "where there is a need to warn drivers".

2009 Edition Part 2 Figure 2C-11. Non-Vehicular Warning Signs



Standard:

04 If a post-mounted W11-2, W11-6, W11-7, or W11-9 sign is placed at the location of the crossing point where pedestrians, snowmobilers, or equestrians might be crossing the roadway, a diagonal downward pointing arrow (W16-7P) plaque (see [Figure 2C-12](#)) shall be mounted below the sign. If the W11-2, W11-6, W11-7, or W11-9 sign is mounted overhead, the W16-7P plaque shall not be used. [Figure 2C-12](#) Supplemental Warning Plaques

Section 2C.60 SHARE THE ROAD Plaque (W16-1P)

Option:

01 In situations where there is a need to warn drivers to watch for other slower forms of transportation traveling along the highway, such as bicycles, golf carts, horse-drawn vehicles, or farm machinery, a SHARE THE ROAD (W16-1P) plaque (see [Figure 2C-12](#)) may be used.

2009 Edition Part 2 Figure 2C-12. Supplemental Warning Plaques



Note: The background color (yellow or fluorescent yellow-green) shall match the color of the warning sign that it supplements.

If the Committee directs staff to install the signs, staff recommends that the signage consist of the W11-7 horse sign with the supplemental W16-1P sign for “Share the Road”. For efficiency, staff would recommend one sign installed southbound on Riverland Road, south of Pioneer Road and one sign eastbound on Bonniwell Road, east of Green Bay Road. Please note that this is less than requested by Alderman Strzelczyk, but is consistent with the placement of speed limit signs,

where the signs are only required where there is a change in speed. Similarly, the horse signs would only be recommended where there is a change in condition.

Fiscal Impact

Typically, when non-regulatory signs are installed, they are installed at the expense of the homeowner's association or requesting party. This applies to any "Slow Children at Play" signs or other non-regulatory sign requests.

The W11-7 sign is \$49.01 and the W16-1P sign is \$27.48. The "Slow Down for Passing Horses" sign is approximately \$60. Hardware and the post are \$18.84 and would be required for either sign set. Typically labor and equipment costs are also charged for the installation, at \$56.66/hour for labor and \$14.72/hour for equipment.

Recommendation

Staff recommends that the Public Works Committee review the request from the district alderman and determine the following:

1. Should horse signs be installed.
2. If they are to be installed, where should it/they be located:
 - a. Southbound on Riverland Road, south of Pioneer Road.
 - b. Northbound on Riverland Road, north of Bonniwell Road.
 - c. Eastbound on Bonniwell Road, east of Green Bay Road.
 - d. Westbound on Bonniwell Road, west of Green Bay Road.
3. If they are to be installed, which signs should be installed.
 - a. W11-7 horse sign only.
 - b. W11-7 horse sign with supplemental W16-1P Share the Road sign.
 - c. "Slow Down for Passing Horses" sign.
4. Should the requester be responsible for the cost of the sign and installation or should the sign purchase come from the Highway operation and maintenance budget.



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: July 14, 2020
SUBJECT: 2020 Work Plan (7.14.20)

Attached for the Board's review is a copy of the proposed work plan for 2020.

Attachments:

2020 Work Plan (7.14.20) (PDF)

Month	Agenda Topics
August	<ul style="list-style-type: none"> EAB Quarterly Update

Future Agenda Topics

- Prioritization of Drainage CIP
- Hawthorne Road
- Review of Private Water Trust Maintenance and Coordination with Road Program Projects

2020 Completed Items

<ul style="list-style-type: none"> • Reapproval of Permits to Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project • Contract Award for 2020 Cleaning Services • Contract Award for Pedestrian Crossing & Traffic Signal Design Improvements Along Mequon Road from Buntrock Avenue East Towards Cedarburg Road • Contract Award for Repair of the Mequon Public Safety Building Foot Bridge • Approval of a Cost Share Agreement Between the City of Mequon and the Cedar Ridge Condominium Homeowners Association for Limited Storm Water Facility Improvements • Approval of an Amendment to Chapters 14 and 54 for Special Events, and Adopting a Template Special Event Agreement • Approval of a Second Amendment to the Cell Tower License at ESFS • Approval of the purchase of a John Deere 6120E Cab Tractor and Mower Attachments • Reaffirmation the Award of a Contract for the Mequon Road: Traffic Signal and Ozaukee Interurban Trail Crossing Design to TADI • 2020 Annual Road Program Overview • Approval of Contract Award for 2020 Construction Inspection Contracts 	<ul style="list-style-type: none"> • Approval of Contract Award for the 2020 Flex Patch Contract • Rejection of Bids for the City of Mequon's 2020 Crack Sealing Contract • Contract Award for the 2020 GSB-88 Bituminous Seal Contract • Authorization of a Memorandum of Understanding for the Mequon Nature Preserve Parking Lot Maintenance • Award of the 2020 Range Line Court Watermain and Road Reconstruction Contract • Award of the 2020 Road Improvements Contract • Award of the 2020 Catch Basin, Storm Sewer, and Curb and Gutter Contract • Award of the 2020 Crack Sealing Contract • Authorization of the Execution of a Concurrence Request from WisDOT Confirming the Section 4(f) Temporary Occupancy Finding for Installation of a Fish Creek Box Culvert in Katherine Kearney Carpenter Park as Required for the I-43 North-South Freeway Project • Denial of the Claim of David Simenz Related to Vehicle Damage • Approval of a Special Event Agreement for the M-T Sunrise Rotary Club to Conduct a Project Utilizing Goats for Invasive Plant Control in Pukaite Woods • Review of Drainage CIP process and projects
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Attachment: 2020 Work Plan (7.14.20) (5318 : 2020 Work Plan (6.9.20))