

CITY OF GLENDALE
5909 N. Milwaukee River Parkway
Glendale, Wisconsin 53209

This meeting will be held in person at City Hall and via Zoom.

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Meeting ID: 875 3987 9704

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AGENDA—COMMON COUNCIL MEETING

Monday, May 24, 2021

6:00 p.m.

1. Roll Call and Pledge of Allegiance.
2. Public Comment. Glendale residents, business owners and property owners are invited to speak to the Council on items that are not on the agenda and are within the City's ability to regulate or control.
3. Consent Agenda:
 - a) Adoption of Minutes of Meeting held on May 10, 2021.
 - b) Approval of Monthly Reports.
 - c) Payment 1 to Mid City Corporation for work completed on the 2021 Watermain Replacement Project
4. New Business: (The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this meeting).
 - a) Review and approval of three-year contract for Environmental Services – GZA GeoEnvironmental, Inc. – 2200 W. Bender Road
 - b) Ordinance Repealing Title 8, Chapter 1, Section 20 of the Code of Ordinances of the City of Glendale Pertaining to Face Covering Requirements During the COVID-19 Pandemic.
 - c) Update and Discussion on City Owned Property 6035 N. Jean Nicolet Road.
 - d) Authorization to City Administrator to post City Lots for sale - 4182, 4172, 4134, and 4100 N. Hubbard Street.
 - e) Review and Approval for Second Amendment to the Development Agreement with Canterbury Court LLC - 2233, 2245, 2129, and 2105-19 West Mill Road.
 - f) Discussion and possible action on traffic safety concerns for the expansion of Port Washington Road and the Mount Royal Subdivision.
 - g) Update and Discussion on American Rescue Plan Act.
5. Commission, Committee, Board Reports: (This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member.)

6. The Common Council will convene in Closed Session per Wis. Stats. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Moeckler v. Glendale)
7. Reconvene to Open Session and Regular Order of Business
8. Adjournment.

– Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals.

3A–3C

5/24/2021

CONSENT AGENDA

CITY OF GLENDALE COMMON COUNCIL

Meeting Minutes

May 10, 2021

Regular meeting of the Common Council of the City of Glendale held via Zoom conference call.

The meeting was called to order by Mayor Kennedy at 6:00 p.m.

Roll Call: Present: Mayor Bryan Kennedy, Ald. Tomika Vukovic, Jim Daugherty, John Gelhard, Richard Wiese, Steve Schmelzling, and JoAnn Shaw. Absent: None.

Other Officials Present: Rachel Safstrom, City Administrator; John Fuchs, City Attorney; Mark Ferguson, Police Chief; Todd Stuebe, Community Development & Planning Director; Charlie Imig, Director of Public Works; and Megan Humitz, City Clerk.

PLEDGE OF ALLEGIANCE.

The members of the Common Council, City staff, and all those present pledged allegiance to the flag of the United States of America.

OPEN MEETING NOTICE.

Administrator Safstrom advised that in accordance with the Open Meeting Law, the local news media was advised on Thursday, May 6, 2021, of the date of this meeting; that the Agenda was posted on the official bulletin board of City Hall, the Glendale Police Department, and the North Shore Library; that copies of the Agenda were made available to the general public in the Municipal Building and the Police Department; and those persons who requested, were sent copies of the Agenda.

PUBLIC COMMENT.

Glendale resident, Robert Cronwell of 7530 N. Applewood Ln. inquired about the mask mandate and whether it was overturned with the end of the emergency declaration, as it was his understanding that the mask ordinance stated it was in effect pending a future order by the Common Council and therefore the ordinance should be removed completely. Mayor Kennedy stated that when the emergency declaration ended, the mask mandate ended as well. However, businesses have the right to continue to enforce mask wearing orders on their own. Additionally, he will have the City Administrator and City Attorney look into the ordinance and if necessary, bring it back to the next meeting to repeal the ordinance.

CONSENT AGENDA.

I. File No.

Adoption of Minutes of Meeting held on April 26, 2021, and Review and Approval of Accounts Payable.

Motion by Ald. Daugherty, seconded by Ald. Schmelzling, to adopt the minutes of the meeting held on April 26, 2021, approve Accounts Payable. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: None. Abstain: None. Motion carried.

NEW BUSINESS.

II. File No.

Recommendation to forward to the Plan Commission a Petition to Rezone 6076 N. Port Washington Rd and 6100 N. Port Washington Rd from B1-F2 to B-1 F-1 – Ogden Cleaners.

Administrator Safstrom stated the applicant, Keyhan Sheikholeslami, owner of Ogden Cleaners has been informed by the Wisconsin Department of Transportation that they will need to relocate due to the construction of I-43 and expansion of Port Washington Road. They wish to continue their business in the City of Glendale at 6076 N. Port Washington Road. Currently, the zoning of the property does not allow for this use. At the same time, 6100 N. Port Washington Road (Valvoline) is a legal non-conforming use. Rezoning both properties will allow for full compliance for both businesses. It will also alleviate concerns of “spot zoning” in the City. Staff has reviewed the location and feels the Ogden Cleaners at 6076 N. Port Washington Road location will be a good fit.

Ald. Wiese raised the question regarding the current status of the building at 6076 N. Port Washington Road as a family dental office. Administrator Safstrom stated the dental office intends to relocate, which is currently a pending arrangement.

Motion by Ald. Wiese, seconded by Ald. Gelhard, to forward to the Plan Commission a Petition to Rezone 6076 N. Port Washington Road and 6100 N. Port Washington Road from B1-F2 to B-1 F-1 – Ogden Cleaners. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: None. Abstain: None. Motion carried.

III. File No.

Review and approval of Ordinance Amending 2.3.7 of the Code of Ordinances of the City of Glendale Pertaining to City Attorney.

Administrator Safstrom stated in review of this ordinance due to the next agenda item, it was discovered there is a contradiction within the language. An ordinance has been provided which removes the contradiction and identifies confirmation of the City Attorney by a 2/3 vote of the Council. A-E was previously amended, but the opening paragraph was not and looking to match the language to the rest of the ordinance.

Glendale resident, Robert Cronwell of 7530 N. Applewood Ln. raised a question regarding a three-year term limit to the City Attorney and the lack of that language in the ordinance. Mr. Cronwell requested the language dictating a term language be added to the ordinance. Administrator Safstrom stated the review committee will have to make this determination. Mayor Kennedy added the RFP states there is a 45-day notice by either party to get out of the contract, whether the City does a one or two-year term, so the City is not bound to a new City Attorney for an indeterminate amount of time; and while our past practice may have been 3 years, the ordinance does not need to state 3 years.

Motion by Ald. Vukovic, seconded by Ald. Shaw, to approve the Ordinance Amending Section 2.3.7 of the Code of Ordinances of the City of Glendale Pertaining to

City Attorney. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: None. Abstain: None. Motion carried.

IV. File No.

Review of Process for Appointment of City Attorney and confirmation of appointees to Review Committee.

Administrator Safstrom stated in April 2019, the Common Council renewed the contract with John Fuchs for general Council for the City with a three-year term. The term was anticipated to end April 30, 2022. Attorney Fuchs has submitted his termination notice as of December 31, 2021. Attorney Fuchs has served as City Attorney since 1987. Ordinance 2.3.7 identifies the procedure for appointment of a City Attorney, and specifically states the Council will appoint a committee which will include the Mayor, City Administrator, and 2 Alderpersons. Administrator Safstrom recommends the two Alderpersons to assist with the process to be Ald. Daugherty and Ald. Gelhard. The Committee will conduct initial screening of applications, review references and conduct interviews. Once the candidates are narrowed, the Common Council will review applications.

Mayor Kennedy stated his rationale for choosing Ald. Gelhard was that he himself is an attorney, and Ald. Daugherty is a CFO who has experience frequently working with attorneys.

Ald. Gelhard raised the question regarding whether staff will be advertising to fill this position. Administrator Safstrom stated the posting with the League of Wisconsin Municipalities, our City website, and with firms working in municipal law, as well as reaching out to those who have previously inquired.

Motion by Ald. Schmelzling, seconded by Ald. Vukovic, to confirm the appointments of Ald. Daugherty and Ald. Gelhard to a Review Committee to conduct the process of a search for a City Attorney. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, and Schmelzling. Noes: None. Absent: None. Abstain: Shaw. Motion carried.

V. File No.

Review and Approval of Police Staff Out of State Training Request.

Administrator Safstrom stated annually at the time of budget any known out-of-state training is identified. As opportunities arise that are unknown at the time of budget, the Council is requested to approve. The United States Secret Service is offering an Advanced Mobile Device Examiner course at the National Computer Forensic Institute in Hoover, Alabama. All costs, including course fee, transportation, lodging, and meals are paid by the Secret Service. The training is limited to 25 people nation-wide and participants will be selected based on a nomination process. Detective Krenn has been nominated to attend this training, and is one of our Computer Forensic Investigators. This training would be very beneficial and enhance the unit's capabilities. Chief Ferguson is requesting permission to send Detective Krenn to the training should he be accepted through the nomination process. There is no anticipated overtime incurred with this request.

Ald. Wiese requested clarification as to what a Computer Forensic Investigator actually does. Chief Ferguson clarifies this position specializes in forensic analysis of cell phones, computers, and other technology. Attending this training will teach different ways to examine technology, and there will no additional expenses incurred on our end to purchase new equipment.

Motion by Ald. Shaw, seconded by Ald. Wiese, to authorize Detective Krenn to attend the Advanced Mobile Device Examiner training class in Hoover, Alabama in 2021. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, and Schmelzling. Noes: None. Absent: None. Abstain: Vukovic. Motion carried.

VI. File No.

Review and Approval of Wisconsin Department of Transportation Traffic Mitigation Grant/Agreement for 2021.

Administrator Safstrom stated the Wisconsin Department of Transportation would like to enter into an agreement with the Police Department to provide funds for traffic mitigation activities related to the I-43 URT project. Funds will be used to reimburse police overtime for traffic control assistance, speed enforcement on alternative routes, special event coordination, and other activities associated with the I-43 construction project. Funding amount is \$10,000 for 2021, additional contracts will be executed for services in 2022 and 2023. DOT will also be executing a similar agreement with the Milwaukee Police Department and the Milwaukee County Sheriff's Office for the same services. The Police Department will track overtime costs to determine if future funding allocations need to be revised.

Ald. Wiese raised the question regarding how much the overtime expenses for traffic control assistance typically cost. Administrator Safstrom indicated she is unsure of the exact amount, but estimated approximately \$50 per hour per officer.

Ald. Schmelzling inquired regarding what will happen in the event that excessive support is needed beyond what has been allocated and how this number has been determined. Administrator Safstrom stated these projects are done regularly and the estimates are usually fairly close to what is needed. Contact is maintained with the project manager, but problems are not anticipated.

Motion by Ald. Daugherty, seconded by Ald. Schmelzling, to approve the Agreement between the Wisconsin Department of Transportation and the Glendale Police Department for 2021 Traffic Mitigation related to the I-43 URT Project. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: None. Abstain: None. Motion carried.

VII. File No.

Ordinance Amending Schedule J of Title 10, Chapter 1, Section 26 of the Glendale Code Pertaining to Parking Prohibited on the north and south side of West Mall Road from North Iroquois Road to North Port Washington Road.

Administrator Safstrom stated City Staff as well as Ald. Gelhard have been receiving complaints from residents on W. Mall Road regarding multiple vehicles parking on both sides of the street. The Department of Public Works had safety concerns and issues during the snow season as vehicles would park illegally overnight and make it challenging if not impossible to get a plow truck through the street. Residents have requested and understand the consequences of this request, as they will be unable to park on the street in this area. Signage is in conformance with Wis Stat. §349.13 and Glendale Municipal Code 10.1.26. Sign locations would need to be updated in Schedule J of Glendale Ordinance 10.1.26(55).

Ald. Schmelzling raised the question regarding what happens for those utilizing the street for parking when the City posts no parking in any given area, particularly where apartments are located. Administrator Safstrom stated it is possible that they will either move elsewhere or will adhere to their lease agreement as indicated. In the event it turns out another street is needed to be marked as no parking, the topic will be revisited.

Ald. Wiese inquired as to what will prohibit people from parking on the next north/south street. Administrator Safstrom stated the belief is that it will be a significantly further walk and people will be less likely to do so. The main reason for the no parking sign is to clear up the vision clearance issue with the snowplows in the area during the winter which is currently a big issue.

Ald. Gelhard stated when the hotel in the area was converted to apartment buildings, parking became an issue. He personally has addressed the parking problem with the apartment management, and nothing has been done to resolve the issues.

Motion by Ald. Gelhard, seconded by Ald. Daugherty, to approve Ordinance Amending Schedule J of Title 10, Chapter 1, Section 26 of the Glendale Code Pertaining to Parking Prohibited on the north and south side of West Mall Road from North Iroquois Road to North Port Washington Road. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: None. Abstain: None. Motion carried.

VIII. File No.

Review and Approval Change of Equipment Purchase in the 2021 General Fund Budget – Bucket Truck.

Administrator Safstrom stated the 2021 Annual Program Budget was adopted November 9, 2020. In 2020, the Common Council approved the purchase of a Prentice Loader at \$90,000 for the Public Works Department. This piece of equipment was specifically purchased to assist with forestry operations. In 2022 there was \$225,000 approved for a bucket truck. After seeing a lack of loaders available and evaluating future needs, it was decided to pursue a bucket truck for the \$90,000 amount. Additionally, the monies approved for the bucket truck in 2022 would then be used to purchase a knuckle boom/grapple truck. This is an identical vehicle that several private tree care services and municipalities currently use. Forestry staff would be able to cut down trees, previously contracted out. This vehicle also has a dump bed that can haul the logs, eliminating the need for a Prentice loader. The bucket truck purchase this year, if approved, is a new cab and chassis with a completely refurbished bucket lift body. This would be through a State bid, allowing for the lowest pre-bid price. All totaled, Staff would be purchasing two

vehicles over the next two years, eliminating the need for a third. The existing bucket truck would either be traded in, lowering the purchase price of the knuckle boom/grapple truck or sold as surplus, whichever yields a greater return for the City. For all intents and purposes, our current bucket truck will be out of safety compliance in 2024, since replacement parts are no longer made for it.

Ald. Shaw raised the question on the trade-in value of the truck we currently own. Administrator Safstrom stated there is no trade-in value, however we may be able to get around \$1000 if we sell it for surplus cost.

Ald. Schmelzling inquired as to when our current bucket truck was purchased for the City. Mr. Imig stated he was unsure of the exact date, but it was in the late 1990s and has been inspected annually.

Motion by Ald. Vukovic, seconded by Ald. Shaw, to approve change of equipment purchase in the 2021 General Fund Budget – Bucket Truck for up to \$90,000, replacing the previously approved Prentice loader. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: None. Abstain: None. Motion carried.

IX. File No. _____
Review of City 2020-2021 Snow and Ice Operations.

Administrator Safstrom stated a recap of the 2020-2021 City snow and ice operation season was provided by the Director of Public Works, including a breakdown of metrics from the season. There were 14 events this season as compared to 22 events last season. The total snow accumulation was approximately 47 inches, compared to the average of 46.9 inches. Approximately 23,500 gallons of brine were used during the first full season of using brine for anti-icing. Approximately 1500 tons of salt were used compared to 1600 tons last season. The average full-scale snow and ice control operation each results in approximately 1300 miles driven by all the operators collectively. As part of snow and ice operations, mailboxes are sometimes knocked down by the snow being pushed from the roads. This season, 34 mailboxes were reported as being knocked down compared to 11 last season.

Administrator Safstrom indicated this topic is being brought to the Council now in case there are any policy changes that would be requested so they can be adjusted prior to the budget for the upcoming year. Those changes would not necessarily need to be decided at tonight's meeting, however it is an opportunity for Council members to reach out to her or to Mr. Imig.

Ald. Daugherty offered praise for excellent work done by DPW over the winter, and expressed that heard numerous compliments from his residents.

Ald. Wiese stated that in previous years residents had expressed some concern on long stretches of road with ice and snow, however this year there was more satisfaction and the pretreatment seemed to be very effective with the plowing. He raised the question regarding the potential for expansion of the brining equipment and the need for more equipment down the road. Mr. Imig stated that this will be reviewed during the budget, however we have adequate

equipment at this time, but may see a need down the road for a second vehicle to aid in anti-icing during smaller snowfalls.

Ald. Shaw requested clarification regarding when the City began plowing our own alleys and whether or not the alleys are treated. Mr. Imig stated it was approximately two years ago, and we do not treat the alleys as we have one person whose sole responsibility it is to plow the alleys and get them done in a timely manner.

This item was discussed for informational purposes only. No action was taken.

X. File No.
Review and potential action of Emergency Declaration.

Mayor Kennedy stated the Emergency Declaration ended on May 1, 2021, and asked the Council if any further discussion was needed regarding this topic.

Ald. Schmelzling requested a repeal of the mask ordinance as the City is no longer under the emergency declaration, and suggested in any future similar events to consider having clear end dates in mind for such things as ordinances.

This item was discussed for informational purposes only. No action was taken.

COMMISSION, COMMITTEE AND BOARD REPORTS.

There were several updates from Council members, on the activities of the various Commissions, Committees and Boards on which they serve.

CLOSED SESSION.

Motion by Ald. Gelhard, seconded by Ald. Shaw., to convene in Closed Session per Wis. Stats. §19.85(1)(e) for Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Possible sale of properties – 4182 N Hubbard St, 4172 N Hubbard St, 4134 N Hubbard St, 4100 N Hubbard St, 5746 N River Forest Dr, and 6035 N Jean Nicolet Rd and Potential purchase of property – 6751 N Green Bay Ave) and Wis. Stats. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Moeckler v. Glendale). Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling and Shaw. Noes: None. Absent: None. Motion carried.

A closed session of approximately 23 minutes was held. The Council discussed the possible sale of properties and Moeckler v. Glendale.

Motion by Ald. Shaw, seconded by Ald. Wiese, to reconvene to open session and regular order of business. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling and Shaw. Noes: None. Absent: None. Motion carried.

ACTION ON CLOSED SESSION ITEMS.

No action was taken on items discussed during closed session

ADJOURNMENT.

There being no further business, motion was made by Ald. Daugherty, seconded by Ald. Shaw, to adjourn the meeting. Ayes: Ald. Vukovic, Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: None. Abstain: None. Motion carried and adjournment of the Common Council was ordered at 7:25 p.m., until Monday, May 24, 2021, at 6:00 p.m.

Megan Humitz
City Clerk

Recorded: May 11, 2021.

**MINUTES OF THE
NORTH SHORE WATER COMMISSION
MEETING OF WEDNESDAY, APRIL 14, 2021**

The North Shore Water Commission held a meeting on Wednesday, April 14, 2021 using an internet-based conferencing platform called Zoom.

Meeting was called to order at 8:00 A.M. by Mr. Botcher.

Present:

Scott Botcher, Chair (Fox Point)
Charlie Imig, Secretary (Glendale)
Rachel Safstrom, Alternate (Glendale)
Paul Boening, Alternate (Whitefish Bay)

Also Present:

Below are individuals that attended the meeting and were recognized by the Commission.

Eric Kiefer, Plant Manager & Recording Secretary
Duane Ziege, Maintenance Supervisor
John Fuchs, General Counsel for the Commission
Linda Mohr, Jacobs
Tony Myers, Jacobs
Gerald Groth, Baxter & Woodman
Matt Bednarski, CDM Smith

SUBMITTAL OF COMMENTS REGARDING ITEM 7 OF THE AGENDA

Mr. Edlebeck was not able to attend the meeting. He sent the following comments to the Commission in an email dated April 8, 2021.

1. All of the consultants seem very qualified.
2. I am familiar with Baxter & Woodman (B&W) / PRS and CDMSmith, but am not familiar with Jacobs. I know CDMSmith project manager Matt Bednarski and B&W Client Liason / QA/QC Manager Pat Planton and Abigail Cantor from PRS. All three are reputable professional engineers.
3. With B&W / PRS, I'm not sure that a partnership is an advantage for this project over a single consulting firm.
4. Eric's familiarity with PRS can be a real advantage with this project, however since they performed previous CC Studies for NSWC, a different consultant with a different set of eyes completing this project may be an advantage.
5. B&W/PRC has/is completing 3 CC studies currently together, one of which has a surface water source.

6. Eric, what was your experience with B&W regarding the recent Unattended Operations Study?
7. CDMSmith has conducted 100+ CC studies across the US, including three with a Lake Michigan surface water source and has extensive experience in setting up pipe loop systems.
8. I would encourage Eric to contact staff at the current similar (surface water source) CC studies that each consultant is currently working on or has completed recently.
9. I would support both the selection of B&W/PRS or CDMSmith.
10. With all of this said, I would weigh heavily on Eric's thoughts and opinions on the consultant selection for this project.

MINUTES

It was moved by Mr. Imig, seconded by Mr. Boening, and unanimously carried to approve the minutes for the meetings held March 10, 2021.

MONTHLY REPORT OF PLANT OPERATIONS

Mr. Kiefer noted that the month of March was significantly higher than the previous March. He believes it is related to when measures were first initiated by the government to slow the spread of COVID-19. At the beginning of the pandemic, production dropped significantly. Additionally, Mr. Kiefer noted that he has yet to receive valid invoices from We Energies for Bender and Klode electric accounts for January through March 2021. Plant staff estimated the invoices based on meter readings.

The report was placed on file without any motion.

ANNUAL OPERATING BUDGET

The monthly reports were put on file without motion.

MONTHLY BILLS

It was moved by Mr. Botcher, seconded by Mr. Boening, and unanimously carried that payments be approved and authorization be given to the Fiscal Agent to make such payments.

<u>Vendor</u>	<u>Amount</u>
Amazon (batteries, custodial supplies, din rail, flood lamps, hot plate, and stirrer)	\$421.01
Buelow Vetter (legal service)	\$90.00
Concentra (pre-employment testing)	\$189.50
Diggers Hotline (standard email tickets)	\$8.70
Diversified Benefit Services (section 125 plan admin and mailings)	\$96.02
Duane Ziege (reimbursement for conference registration and training)	\$151.00
Eric Kiefer (reimbursement for conference registration)	\$50.00
Fuchs & Boyle (legal service)	\$624.00

TOTAL \$40,812.70

CAPITAL PROJECTS UPDATE

Mr. Kiefer announced that J.H. Hassinger has a few minor tasks to complete for the reservoir upgrade project including the removal of silt fence, final grading, and repair of lawn in certain areas. SEH is not recommending any payments until that work is complete.

The payment request in the amount \$2,960.14 for the reservoir upgrade project is to pay the invoice from SEH for engineering services performed.

Moving on to the video surveillance upgrade project, Mr. Kiefer presented a payment request in the amount of \$11,358.45. Mr. Kiefer reported that cameras were purchased along with equipment and supplies for the project. Labor associated with the project is included in the payment request.

Mr. Imig asked about the memory and capacity of the cameras and whether or not Mr. Kiefer feels they are adequate. Mr. Kiefer responded that he believes they are adequate. He also noted that a total of 80 cameras would be installed during this project. They will be installed at the water filtration plant, Klode Park pumping station, Fox Point pumping station, Glendale pumping station, and Whitefish Bay pumping station.

Lastly, Mr. Kiefer presented the last payment request in the amount of \$9,583.25 for the IT improvements project. This includes the purchase of computers, network equipment, and a payment to a firm that will be installing a new phone system at the water treatment plant.

It was moved by Mr. Boening, seconded by Mr. Imig, and unanimously carried to approve the payment request of \$2,960.14 for the reservoir upgrade project as described in Mr. Kiefer's memo dated 4/14/2021.

It was moved by Mr. Imig, seconded by Mr. Botcher, and unanimously carried to approve the payment request of \$11,358.45 for the video surveillance upgrade project as described in Mr. Kiefer's memo dated 4/14/2021.

It was moved by Mr. Imig, seconded by Mr. Boening, and unanimously carried to approve the payment request of \$9,583.25 for the IT improvements project as described in Mr. Kiefer's memo dated 4/14/2021.

STATEMENTS OF QUALIFICATIONS FOR DEMONSTRATIVE STUDY

Mr. Kiefer reported that 3 statements of qualifications were received for the demonstrative corrosion control study and compliance assistance project. He then commented on the selection process and gave an explanation of the last time this process was used. In 2012, Mr. Kiefer explained how a qualifications-based selection process was used to retain a firm to examine structural damage in the motor room. At that time, there was concern expressed regarding cost, but Commissioner Mike West assured the Commission this was the best way to find a consultant. Ultimately, a firm was selected based on qualifications, and the Commission was pleased with the final outcome.

Mr. Kiefer further explained that the demonstrative corrosion control study and compliance assistance project is much different than a water main replacement project or a street project where the scope of the project is well-defined. In this particular case, the scope is unclear and what happens in later phases is set by decisions and findings made in the initial phases of the project. Mr. Kiefer believes it is best to select a firm based on qualifications. With that said, he acknowledges that the Commission has concerns with proceeding with the selection process.

After discussing the matter with Attorney John Fuchs, Mr. Kiefer stated that it would be in the best interest of the Commission to hold a special meeting where each statement of qualifications can be discussed in closed session and the consultant can be asked questions.

Mr. Fuchs explained that he understands the general concern that the Commission is not in a great place to negotiate considering there is a compliance deadline and the work has to be completed in short order. Discussing the matter in closed session would allow the Commission to get some questions answered. Since the Commission has worked with the firms before, he believes it would be possible to move on and negotiate with a different firm if the Commission is unable to negotiate a contract with its first pick.

Mr. Imig expressed concern about selecting a firm without any regard to cost. He would like to request the firms to include a cost for the proposed work.

Mr. Kiefer noted that each project approach is different and it would be difficult for the consultants to provide an accurate cost. Consequently, he believes that a lot of assumptions would have to be made for them to submit a proposal.

Mrs. Safstrom also expressed concern about cost and also requested that the consultants be asked to submit a fee. The Commission discussed various ways that they could get an indication of cost before making a decision.

It was the consensus of the Commission that each consultant should prepare a range of costs to present in a closed session at an upcoming special meeting. Mr. Kiefer asked Attorney Fuchs if the information provided by the consultants, to be discussed in closed session, would be exempt from open records requests. Attorney Fuchs confirmed they would be exempt.

Mr. Kiefer asked the Commission about the timing of the meeting; what is an appropriate amount of time to allow the consultants to prepare? Mr. Botcher suggested that the Commission just ask each consultant, representatives of which were in attendance.

Linda Mohr and Tony Myers from Jacobs confirmed that they could have figures by the end of the week. Matthew Bednarski from CDM Smith confirmed that it would be possible to have figures in a few days. Gerald Groth from Baxter & Woodman explained that his firm could have figures in about 3 working days.

It was the consensus of the Commission to not take action on this matter and wait for Mr. Kiefer to arrange a special meeting.

STRUCTURAL AND SAFETY ISSUES WITH FILTER WING

Mr. Kiefer provided the Commission with a report of structural damage in the filter wing. He reported that various cracks and damage were observed in the past, but were stable. After the last large snowfall, existing cracks expanded and more safety railing detached.

He explained that the ceilings above the filters are very difficult to work on. If the Commission makes repairs in these areas, now would be the time to also investigate the cost of blasting and painting the filter room ceiling.

Mr. Imig asked if it is necessary to engineer anything for the painting. Mr. Kiefer noted that the filters span a long distance and there is a concern about capturing the particulate matter and to support scaffolding or equipment to allow for work above the filters.

After discussion about the matter, the Commission came to the conclusion that painting should not be considered at this time and that the scope of work should be limited to just the structural and safety issues.

Mr. Kiefer asked about means of retaining an engineering firm. He stated that the Commission is uncomfortable with a qualification-based selection process; that was the means of selecting a structural engineering firm last time.

It was the consensus of the Commission that Mr. Kiefer should select a firm within his spending authority to review and report on the structural and safety concerns in the filter wing that was identified in his report.

MILLIPORESIGMA APPLICATION FOR WATER SERVICE

Mr. Kiefer explained that this matter is presented to the Commission because of a condition in the Revised and Restated Water Supply Agreement. Selling water outside of the municipal boundaries is not permitted without approval of the Commission and its members. Consequently, MilliporeSigma was asked to submit an application to the Commission requesting water service.

Mr. Kiefer stated that the expected annual consumption of water is very low; he is not concerned with allowing service to MilliporeSigma. However, if allowed to move forward, he recommends that all of the entities allow Glendale to sell water to MilliporeSigma.

In discussing the matter, Mr. Imig mentioned that a small amount of their property is within the City of Glendale municipal boundaries.

Attorney Fuchs commented that if the water meter were placed in the City of Glendale, this entire process would be unnecessary. Glendale can just sell water to MilliporeSigma without any approvals from the Commission or the other members.

It was the consensus of the Commission that Attorney Fuchs shall contact MilliporeSigma to investigate the placement of the water meter.

At this time, Mr. Botcher requested the Commission to suspend the rules and take item 12 on the agenda out of order. Without any objections, the Commission advanced to item 12.

WISCONSIN DEPT OF TRANSPORTATION LAND ACQUISITION

Mr. Kiefer provided the Commission with an appraisal of the land to be acquired by Wisconsin Department of Transportation (WisDOT) for the I-43 expansion project. Mr. Kiefer reported that the acquisition of land does not affect the Commission--nothing needs to be relocated. He has no opinion about whether the appraisal was done correctly or if the price is fair.

Mr. Fuchs explained the method used in the appraisal. He did not raise any particular concerns about this appraisal.

Mr. Imig asked about if the fence by the reservoirs would be affected. Mr. Kiefer reported that the fence is not affected by the land acquisition.

Mr. Boening indicated that the appraisal seems to be appropriate based on similar offers made by WisDOT.

Mr. Kiefer noted that a separate letter was also sent to the Commission that includes an agreement.

It was moved by Mr. Botcher, seconded by Mr. Imig, and unanimously carried to accept the appraisal and approve the agreement pursuant to review by the Commission's legal counsel.

POSTPONEMENT OF BUDGETED CAPITAL PROJECTS

Mr. Kiefer expressed his opinion that with all of the unexpected projects this year, especially the demonstrative corrosion control study, the Commission should postpone the continuous filter recycling improvements project, alarm notification improvements project, and the intrusion and security improvements project that were budgeted for 2021. The projects have not started yet and should be considered for the 2022 capital improvement budget.

After discussion about the matter, it was moved by Mr. Botcher, seconded by Mr. Boening, and unanimously carried to indefinitely postpone the capital projects identified by Mr. Kiefer during discussion.

REPLACEMENT OF FILTER TOUCHSCREENS

Mr. Kiefer explained that filter touchscreen replacements were budgeted in 2021. He provided a tabulation of quotes and information about the filter touchscreens. There are 2 different products that were considered to be equivalent: in the report they are identified as the Beckhoff and Allen Bradley touchscreens.

Mr. Kiefer explained that the competitive procurement process brought the cost down (for the Allen Bradley product) by almost \$12,000 (approx. 35%). Nevertheless, the Beckhoff product was still less expensive. Consequently, he recommends that the Beckhoff touchscreens be purchased.

Mr. Imig asked Mr. Kiefer about the availability of the products. Mr. Kiefer indicated that it would take 10 to 12 weeks to receive the order, but it is not due to a shortage of supplies according to the Beckhoff representative. Rather, there is a delay in production.

It was moved by Mr. Boening, seconded by Mr. Imig, and unanimously carried to authorize the Plant Manager to procure the Beckhoff touchscreens in the amount of \$17,195.44 plus shipping as described in Mr. Kiefer's memo dated April 8, 2021.

KLODE PARK PUMPING STATION UPDATE

Mr. Kiefer reported that the VFD for raw water pump #4 failed and cannot be repaired. Consequently, he retained 2 firms to assist with the replacement of the drive. Because he exceeded his spending authority, it was necessary to report this to the Commission.

In his report, Mr. Kiefer explained that there are 3 pumps at Klode Park. It is essential to have sufficient redundancy with key equipment. Raw water pump #4 and #2 are equivalent pumps; however, raw water pump #1 is not sufficiently sized to be a backup to pump #4. With the loss of raw water pump #4, the Commission does not have adequate redundancy. Consequently, Mr. Kiefer took action to get a replacement in a timely fashion.

In total, it will cost a total of \$14,602.71 to get raw water pump #4 operational, an amount that Mr. Kiefer authorized before the meeting.

No action was taken regarding this matter.

OPERATIONS AND MAINTENANCE REPORT

1. Anthony Ortiz started his employment with the Commission as Relief Operator Technician on Monday March 19, 2021.
2. L&R Meter Testing performed meter testing on the Greenvale and Port Washington Road meters.
3. CTW started removing the Klode Park pumping station traveling screen dewatering pump. While removing the pump, CTW found that the discharge piping for the pump was not flanged together. CTW stopped the removal and wanted to further investigate how to remove the discharge piping without causing damage to the pipes. CTW will be getting back to us with their proposed solution.
4. Plant staff went to operate the primary switchgear at Klode Park pumping station but the switchgear jammed during the transfer. Plant staff contacted L&S Electric to investigate the problem. The service electrician found that the linkage for the breakers were out of adjustment. The adjustments were made, mechanical parts were lubricated and the switchgear is now operational.
5. Munson Fence removed the temporary fencing around the reservoir and replaced it with the permanent fencing.
6. Plant staff switched reservoirs 1 and 2 to operate in series mode on 3/15/2021. The reservoirs had been operating in parallel mode since the interconnect pipe failed on

12/7/2020.

7. Plant staff stopped feeding muriatic acid through the Klode polymer feed line. Water is now being fed into the line to flush out the line.
8. Plant staff have been working on trimming trees, removing brush, and repairing sections of lawn.

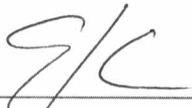
NEXT MEETING

The next regular meeting was scheduled for Wednesday, May 12, 2021 at 8:00 A.M.; the meeting will be online via Zoom. Mr. Kiefer will arrange for a special meeting as discussed during item 7 of the agenda.

ADJOURNMENT

It was moved by Mr. Imig, seconded by Mr. Boening, and unanimously carried to adjourn at 9:19 A.M.

Submitted by:



Eric Kiefer, Plant Manager and Recording Secretary

4/16/2021

Date

**MINUTES OF THE
NORTH SHORE WATER COMMISSION
SPECIAL MEETING OF THURSDAY, APRIL 22, 2021**

The North Shore Water Commission held a special meeting on Thursday, April 22, 2021 using an internet-based conferencing platform called Zoom.

Meeting was called to order at 9:00 A.M. by Mr. Botcher.

Present:

Scott Botcher, Chair (Fox Point)
Charlie Imig, Secretary (Glendale)
John Edlebeck, Member (Whitefish Bay)

Also Present:

Eric Kiefer, Plant Manager & Recording Secretary
John Fuchs, General Counsel for the Commission
Linda Mohr, Jacobs
Tony Myers, Jacobs
Pat Planton, Baxter & Woodman
Gerald Groth, Baxter & Woodman
Abigail Cantor, Process Research Solutions

DEMONSTRATIVE CORROSION CONTROL STUDY

Mr. Botcher moved and Mr. Edlebeck seconded that the Commission enter into closed session pursuant to section 19.85 (1) (E) Wisconsin statutes to deliberate and discuss estimated fees, specific strategies, and ask questions associated with the Statements of Qualifications received for the Demonstrative Corrosion Control Study and Compliance Assistance Project.

There was discussion about what the motion would allow the Commission to do in closed session. Attorney Fuchs explained that the Commission is able to invite individuals representing their consulting firms into closed session, at their discretion, as stated in the motion. Attorney Fuchs confirmed that the item was properly noticed. The Commission voted and the motion passed unanimously. At 9:02 A.M. the Commission entered closed session.

By roll call vote, the Commission reconvened into open session at 10:20 A.M.

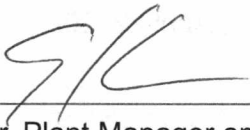
It was moved by Mr. Imig, seconded by Mr. Edlebeck, and unanimously carried to request Baxter & Woodman to reduce their submitted Statement of Qualifications to a contract for the Commission to consider in which would have necessary language for the Commission to authorize specific tasks and with not-to-exceed engineering fees.

ADJOURNMENT

It was moved by Mr. Botcher, seconded by Mr. Edlebeck, and unanimously carried to adjourn at

10:21 A.M.

Submitted by:



4/23/2021

Eric Kiefer, Plant Manager and Recording Secretary

Date



CITY OF GLENDALE
POLICE DEPARTMENT

5909 North Milwaukee River Parkway
Glendale, Wisconsin 53209-3815
(414) 228-1753
Fax (414) 228-1707
Email: police@glendale-wi.org

May 3, 2021

Mayor and Common Council
City of Glendale
5909 N. Milwaukee River Pkwy.
Glendale, Wisconsin 53209

Dear Mayor and Common Council,

Attached is the Glendale Police Department monthly report for April 2021. This report tabulates the total number of calls handled and provides an overview of our monthly activity.

Officers responded to a total of 1526 calls for service in this period. There were 8 Crimes Against Persons reported, 47 Crimes Against Property investigated and 46 Crimes Against Society.

Should you have any questions regarding this report, or additional suggestions, please don't hesitate to call on me.

Sincerely,

Mark Ferguson
Chief of Police



CFS Tally by Hours

Printed On: 05/03/21 08:12

Reporting Period: 04/01/2021 - 04/30/2021

Hourly Breakdown

City of Glendale

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Total	1,526	31	43	64	47	33	16	21	33	55	94	86	90	69	74	72	57
911 - 911 Hang up/error	83	1		2			2	3	1	3	7	6	5	5	4	4	7
AC - Animal Complaints	10		1	1									1	2	1		
ACPD - Accident - PDO	34									1	1	1	3	5	2	2	6
AOA - Assist Other Agency	22	2	1	2	1						3			2	2	1	
ASBT - Assault/Battery	2											1		1			
AV - Abandoned Vehicle	6			1					1					1			
BA - Burglar Alarm	38	1	2	1	1	1		1	4	3	2	2	2		1	2	1
BURG - Burglary	2																
CDTP - Property Damage	3														1		
CFR107 - SUAS Utilization - GLPD only	2							1									
CHAP - Chapter 51 Commitment	4							1						1		1	
CHECK - Vacation/Business Checks	123	4	7	13	12	3	1		1	13	16	11	9	2	1	1	2
CODE - Code Violations	4						1			1							
CONV - Conveyance	6					1	1								1	1	
DC - Disorderly Conduct	38	2		2		1						1	1	2	3	2	5
DEATH - Death Investigation	2																
DIST - Disturbance	2											1			1		
DISV - Disabled Vehicle	21	1							1	1	1	2	1	3	1	1	
DRIVE - Driving Complaint	12	1	1		1					2		1			1		
DRUG - Controlled Substance	8										1		1		2	1	
DV - Domestic Violence	6		1														1
EIP - Entry in Progress	2															1	
ESC - Escort	4													1	1	1	
EV - Entry to Vehicle	8								1			2		1			



CFS Tally by Hours

Printed On: 05/03/21 08:12

Reporting Period: 04/01/2021 - 04/30/2021

Hourly Breakdown

	16	17	18	19	20	21	22	23
Total	82	125	96	29	80	89	89	51
911 - 911 Hang up/error	6	2	9	3	2	6	1	4
AC - Animal Complaints		2	2					
ACPD - Accident - PDO	4	2	2	3	1			1
AOA - Assist Other Agency			3		2		1	2
ASBT - Assault/Battery								
AV - Abandoned Vehicle			1		1		1	
BA - Burglar Alarm	1	1	1	2	4	2	2	1
BURG - Burglary		1		1				
CDTP - Property Damage	1			1				
CFR107 - SUAS Utilization - GLPD only								1
CHAP - Chapter 51 Commitment			1					
CHECK - Vacation/Business Checks			1		2		19	5
CODE - Code Violations		1			1			
CONV - Conveyance	1				1			
DC - Disorderly Conduct	1	7	4	2	2	2	1	
DEATH - Death Investigation		2						
DIST - Disturbance								
DISV - Disabled Vehicle	2		2	3	1	1		
DRIVE - Driving Complaint		1			1	2	1	
DRUG - Controlled Substance		1				1	1	
DV - Domestic Violence		1		1		1	1	
EIP - Entry in Progress					1			
ESC - Escort								1
EV - Entry to Vehicle	3	1						



CFS Tally by Hours

Printed On: 05/03/21 08:12

Reporting Period: 04/01/2021 - 04/30/2021

Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
EXPO - Indecent Exposure	1																
FDCALL - Fire Call - PD	14	1	1	1				1	1	1		1	1	1	1		1
FI - Subject Stop for FI	46		3	7	7	5		1	1				3	3	2		
Fight - Fight	7							1			1		1				2
FPROP - Found Property	5			1		1									1		2
FRAUD - Fraud	6											1		1	2		1
FT - Family Trouble	5										1			1	1		
HALM - Hold Up Alarm	3											1		1			1
HAZ - Road Hazard - PD	9														1	1	1
HR - Hit and Run	9		1											2	1	2	1
JUV - Juvenile Complaint	2																
LOCK - Lock Out	1											1					
LOCKOUT - Auto Lockout	12											2		1		1	
LPROP - Lost Property	2															1	
MISSING - Missing	4			1													1
MVT - Motor Vehicle Theft	8		1					1	1		1			1	1		
NOISE - Noise Complaint	10			1			1	1					1	1			
NT - Neighbor Trouble	4									1		2					
OPEN - Open Door	29	4	2	4	9	9						1					
PARK - Parking Complaint	13				1					1		1			1		2
PI - Accident/PI	4									1			1				
PRIS - Prisoner Transport	14		1			1	1	1				2		2		1	
PROP - Property Damage-Unintentional	2								1								
RECV - Recovered Stolen Veh	1												1				
REPO - Repossess A Vehicle	5				2								1			1	
RFP - Request for Police	58		1	2	2		2			4	8	5	1	3	3	3	3
RORD - Restraining Order	2												1				



CFS Tally by Hours

Printed On: 05/03/21 08:12

Reporting Period: 04/01/2021 - 04/30/2021

Hourly Breakdown

	16	17	18	19	20	21	22	23
EXPO - Indecent Exposure						1		
FDCALL - Fire Call - PD		1				2		
FI - Subject Stop for FI		2			1		10	1
Fight - Fight	1	1						
FPROP - Found Property								
FRAUD - Fraud		1						
FT - Family Trouble				1		1		
HALM - Hold Up Alarm								
HAZ - Road Hazard - PD	1	2		1	1	1		
HR - Hit and Run				1	1			
JUV - Juvenile Complaint			1		1			
LOCK - Lock Out								
LOCKOUT - Auto Lockout	2	2	2		1	1		
LPROP - Lost Property						1		
MISSING - Missing					1		1	
MVT - Motor Vehicle Theft	1						1	
NOISE - Noise Complaint		1		2		2		
NT - Neighbor Trouble	1							
OPEN - Open Door								
PARK - Parking Complaint		1	3		2		1	
PI - Accident/PI	1		1					
PRIS - Prisoner Transport	1		1		1	1	1	
PROP - Property Damage-Unintentional					1			
RECV - Recovered Stolen Veh								
REPO - Repossess A Vehicle								1
RFP - Request for Police	6	3	3	5	1	3		
RORD - Restraining Order			1					



CFS Tally by Hours

Printed On: 05/03/21 08:12

Reporting Period: 04/01/2021 - 04/30/2021

Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RTHFT - Retail Theft	15										1			1	2	1	1
SEX - Sex Offense / Assault	1														1		
SHOTS - Shots Fired	8	1				2											
SOLIC - Solicitor Complaint	3									1					1		1
SPAS - Special Assignment	3																
STAT - STAT Alert	2	1															
SUSP - Suspicious Activity	42	1	1	1		5	3		1	3	2		3		2		2
TELE - Telephone Complaint	4																
TEST - Test Call	1												1				
THEFT - Theft Complaint	16	1							1		2	1	2		3	1	3
TRES - Trespassing	18	2								1	2				1	2	2
TRFC - Traffic Control	1													1			
TS - Traffic Stop	605	6	17	24	9	3	4	9	14	14	43	37	48	19	24	34	6
UTIL - Utilities	2										1						
WARR - Warrant Pick UP	1																
WEAP - Weapons Complaint	3									1							
WELF - Welfare Check	53	2	2		2	1			4	3	1	3	2	5	4	6	5
ZRIDESCH - *Ride Schedule-GLPD ONLY*	30																



CFS Tally by Hours

Printed On: 05/03/21 08:12

Reporting Period: 04/01/2021 - 04/30/2021

Hourly Breakdown

	16	17	18	19	20	21	22	23
RTHFT - Retail Theft		2	3		2	1		1
SEX - Sex Offense / Assault								
SHOTS - Shots Fired					1	1	3	
SOLIC - Solicitor Complaint								
SPAS - Special Assignment		2	1					
STAT - STAT Alert	1							
SUSP - Suspicious Activity	4	3	1		3	2	1	4
TELE - Telephone Complaint	1	2						1
TEST - Test Call								
THEFT - Theft Complaint			1	1				
TRES - Trespassing			2	1	2	1	2	
TRFC - Traffic Control								
TS - Traffic Stop	42	75	47	1	40	55	28	6
UTIL - Utilities			1					
WARR - Warrant Pick UP		1						
WEAP - Weapons Complaint		2						
WELF - Welfare Check	1	2	2		2	1	3	2
ZRIDESCH - *Ride Schedule-GLPD ONLY*							10	20



Monthly Activity Overview Report

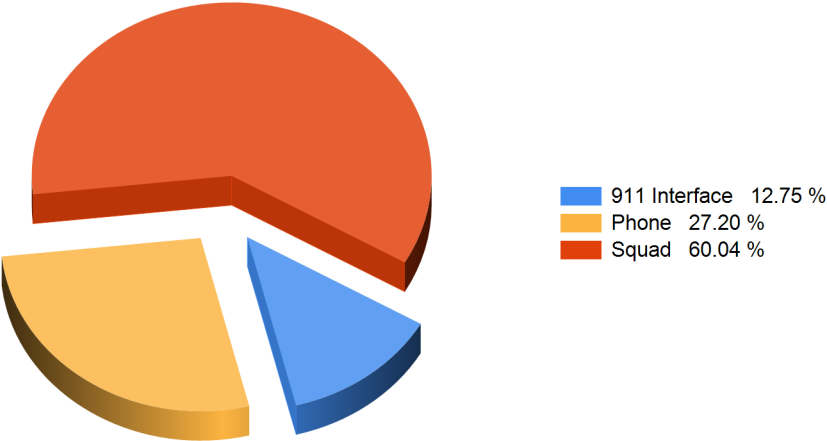
Printed On: 05/03/21 08:11

For Reporting Period: 04/01/2021 - 04/30/2021

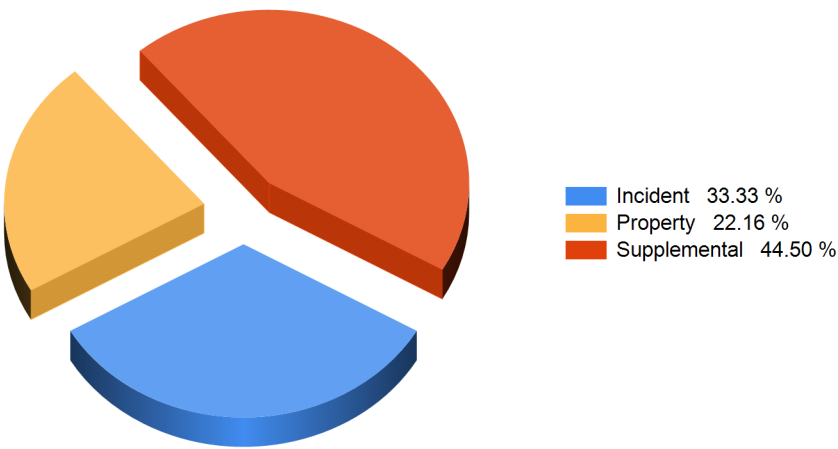
Patrol Area: G1,G2,G3,G4,G5

NOTE: This report cannot be run based on individual officer - it is based on unique Incident. This report is for specific overview purposes & counts. For individual Officer activities, please refer to Officer Activity Count reports.

Calls



Reports



Reports are selected based upon Dttm report is written and selected if Dttm falls within date range above-specified.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
	Total	1,474	278	581	615
Calls	911 Interface	188	25	81	82
	Phone	401	57	190	154
	Squad	885	196	310	379

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
	Total	564	120	240	204
Reports	Incident	188	45	76	67
	Property	125	41	46	38
	Supplemental	251	34	118	99



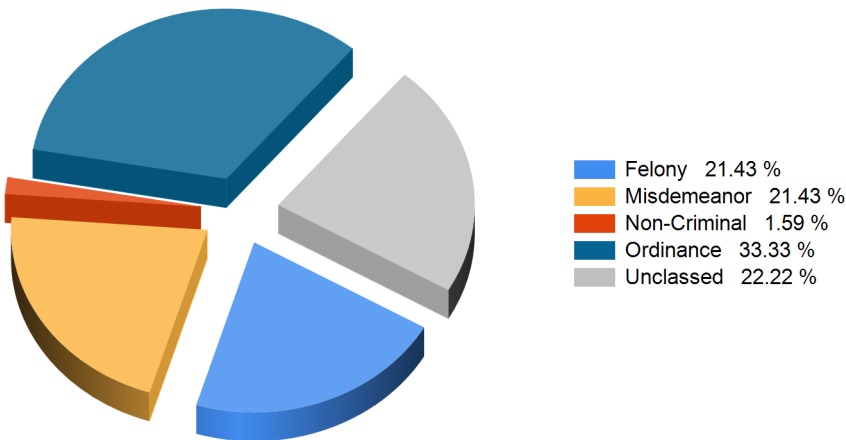
Monthly Activity Overview Report

Printed On: 05/03/21 08:11

For Reporting Period: 04/01/2021 - 04/30/2021

Patrol Area: G1,G2,G3,G4,G5

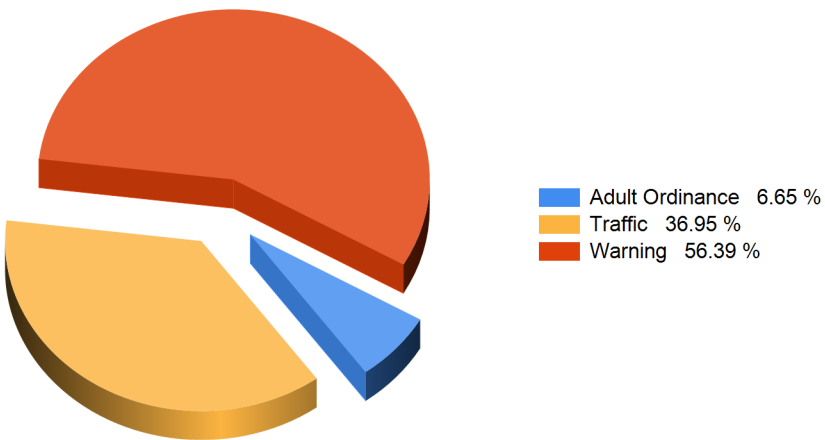
Arrests



Arrests are selected based upon the charge type. Therefore if an arrest was made wherein three charges with different types are noted, the arrest will count under Each charge type.

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Arrests				
Total	126	36	27	63
Felony	27	11	6	10
Misdemeanor	27	7	2	18
Non-Criminal	2	2	0	0
Ordinance	42	14	13	15
Unclassed	28	2	6	20

Citations



Citations are counted by Citation Type alone.

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Citations				
Total	547	97	208	242
Adult Ordinance	38	13	11	14
Traffic	211	33	76	102
Warning	298	51	121	126



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Payment 1 to Mid City Corporation for work completed on the 2021 Watermain Replacement Project

FROM: Charlie Imig, Director of Public Works

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	Capital Improvement
Budgeted Expenditure:	\$2,323,000.00
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

Contract amount for the project is \$1,367,554.55.

RECOMMENDATION:

Staff recommends the following Payment 1 to Mid City Corporation for work completed on the 2021 Watermain Replacement Project. The engineering, surveying, and inspection costs to date are \$26,600.00.

Original Contract:	\$1,367,554.55
Change Orders:	<u>(\$0.00)</u>
Revised Contract:	\$1,367,554.55
Work Completed to Date:	\$368,715.18
Less Payment 1:	\$350,279.42
Less Retainage (5.0%):	<u>\$ 18,435.76</u>

Payment 1: \$350,279.42

ACTION REQUESTED:

Motion to approve Payment 1 to Mid City Corporation in the amount of \$350,279.42.

ATTACHMENTS:

1. Application and certificate for payment.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: PROJECT: 2021 Watermain Replacement
City of Glendale

FROM CONTRACTOR: VIA ENGINEER: Clark Dietz, Inc.
Mid City 759 N Milwaukee St
Milwaukee, WI 53202

AIA DOCUMENT G702

APPLICATION NO: 1
DATE: 5/13/2021

PAY PERIOD TO: 5/12/2021

PROJECT NOS: G0580351

PAGE 1 OF	5 PAGES
Distribution to:	
☒	OWNER
☒	ENGINEER
☒	CONTRACTOR

CONTRACT FOR: CONTRACT DATE: April 6, 2021

CONTRACTOR'S APPLICATION FOR PAYMENT

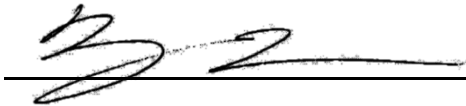
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

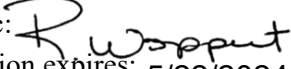
1. ORIGINAL CONTRACT SUM	\$	1,367,554.55
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,367,554.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	368,715.18
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	\$	18,435.76
b. 0% of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column J of G703)	\$	18,435.76
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	350,279.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0
8. CURRENT PAYMENT DUE	\$	350,279.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		1,017,275.13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been
completed in accordance with the Contract Documents, that all amounts have been paid by
the Contractor for Work for which previous Certificates for Payment were issued and
payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 5/13/2021

State of: Wisconsin County of: Wauesha
Subscribed and sworn to before me this 13th day of May, 2021
Notary Public: 
My Commission expires: 5/22/2024



ENGINEERS'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Engineer certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated,
the quality of the Work is in accordance with the Contract Documents, and the Contractor
is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 350,279.42

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Christopher Beyer  Date: 5/14/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.



SUBJECT: Review and approval of three-year contract for Environmental Services – GZA GeoEnvironmental, Inc.

FROM: Charlie Imig, Director of Public Works

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	General/Capital/Utility
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

Until 2021, the City of Glendale had utilized Ayres Associates Inc. as a contracted consultant for environmental services related to the Bender Road Landfill. As was done with other engineering and contracted services, Staff sent out a request for proposal for environmental services in April. Three proposals were received. Each of the firms received a list of six tasks that required subsequent pricing. Staff evaluated the proposals based on the following:

- Qualifications and experience with similar work
- Past Performances/References
- Understanding of Glendale
- Experience/Diversity of Team
- Proximity of project manager to Glendale
- Cost

Please find listed below the RFP costs results for the three-year contract for Environmental Services.

	<u>Three-year Proposal Amount</u>
1. GZA GeoEnvironmental, Inc.	\$39,000.00
2. Cedar Corporation	\$40,050.00
3. Kapur, Inc.	\$42,805.95

The firms all had excellent proposals.

RECOMMENDATION:

Staff is recommending the selection of GZA GeoEnvironmental, Inc. (GZA). GZA was the lowest bidder and has performed similar work for the City of Glendale previously. This work included work for hazardous material investigation, the DPW site investigation tank closure and removal, the new City Hall construction, soil analysis for watermain projects and sediment sampling for the leaf collection site.

Recommend contracting with GZA GeoEnvironmental, Inc. for a three-year contract in the amount of \$39,000.00.

ACTION REQUESTED:

Motion to approve contracting with GZA GeoEnvironmental, Inc. for a three-year contract in the amount of \$39,000.00.

ATTACHMENTS:

1. GZA GeoEnvironmental, Inc. proposal for environmental engineering services.



Known for excellence.
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GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

17975 West Sarah Lane
Suite 100
Brookfield, WI 53045
T: 262.754.2560
F: 262.923.7758
www.gza.com



May 6, 2021
File No. 20.P000182.22

Mr. Charlie Imig, Director of Public Works
City of Glendale
5909 North Milwaukee River Parkway
Glendale, Wisconsin 53209

Subject: Proposal for Environmental Engineering Services
Semiannual Groundwater and Methane Gas Monitoring
Bender Road Landfill
License No. 1121
Glendale, Wisconsin

Dear Mr. Imig:

Pursuant to your request, GZA GeoEnvironmental, Inc. (GZA) is pleased to submit this proposal to the City of Glendale ("City") Department of Public Works (DPW/"Client") to provide groundwater and methane gas monitoring services at the Bender Road Landfill located at 2200 West Bender Road in the City of Glendale, Wisconsin ("Site"). As you know, GZA represents a preferred consultant for the City and recently conducted sediment basin engineering services for the west municipal yard operated by both the City and the Village of Whitefish Bay.

BACKGROUND

The Bender Road Landfill is located on a 15-acre parcel within the City of Glendale, Milwaukee County, Wisconsin. The Bender Road Landfill accepted municipal solid waste until 1976, and was closed and capped in the early 2000s. Following the capping of the landfill, commercial developments have been constructed on and surrounding the area and have included a municipal park and an athletic complex. Commercial and light manufacturing facilities are located south of the Site, a railway corridor is located north of the Site, a conservancy district is located west of the Site, and a residential area is located east of the Site.

SCOPE OF SERVICES

Based on our understanding of the background and objective of the project, GZA proposes the following scope of services. The specific tasks are outlined below.

Task 1 - Semiannual Groundwater Sampling

GZA will collect groundwater samples from monitoring wells MW-6, MW-7, MW-11R, MW-12R, and MW-17R on a semiannual basis (typically, in March and September). Prior to sample collection, the depth to water will be measured in each monitoring well using an electronic water level indicator. Dedicated tubing installed within the screened interval of each well will be used to collect the groundwater samples using low-flow sampling techniques with the aid of a peristaltic pump. Field parameters, including pH, temperature, specific conductance, dissolved oxygen, turbidity, and oxidation-reduction potential will be measured and recorded on field water



quality forms prior to sampling. After the groundwater field parameters have stabilized, groundwater samples will be collected and decanted into laboratory-supplied containers. GZA will submit the groundwater samples to Pace Analytical® Services, Inc. (Pace) of Green Bay, Wisconsin for the following analyses: alkalinity, chloride, and total hardness. GZA will also submit groundwater samples to Pace for volatile organic compound (VOCs) analyses during the March monitoring event of the first two years of the contract. One duplicate sample will also be submitted for the analysis of VOCs from one of the wells during each semiannual sampling round.

Task 2 - Semiannual Landfill Gas Monitoring - Methane Gas Sampling

GZA will collect methane gas (% by volume), oxygen (% by volume), carbon dioxide (% by volume), barometric pressure, and ambient air temperature from the gas monitoring points (GM-2, GM-4, GM-5, GM-6, GM-7, GM-8, GM-9, GM-10, GM-11, GM-12A, GM-13A, GM-14A, and GM-16A), which are located along the perimeter of the landfill. GZA will also collect methane gas (% by volume), oxygen (% by volume), carbon dioxide (% by volume), barometric pressure, and ambient air temperatures from gas monitoring points GL-11, GL-12, GL-13, GL-14, and GL-15, which are located within the community pavilion and press boxes, and four gas monitoring points, GL-4, GL-8, GL-9, and GL-10, which are located within units #4, #1, #8, and #10 inside of the Northern Commercial Building Center. Measurements will be collected with a landfill gas meter (LANDTEC® GEM™5000), which records methane and oxygen levels in percentages, at a 1-minute interval for 10 minutes. The probe of the landfill gas meter will be inserted into silicone tubing attached to a cap on the well and the tubing will then be un-crimped (closed cap test) to allow the instrument to draw gas directly from the monitoring well. The testing procedure will be repeated after approximately 60 minutes with the tubing left un-crimped and vented to open air (open cap test).

Task 3 - Submittal of Monitoring Data to WDNR GEMS Database

Upon completion of each semiannual sampling event and receipt of the groundwater analytical data, GZA will prepare and organize the data and required documentation and will submit the data to the Wisconsin Department of Natural Resources (WDNR) using the Groundwater and Environmental Monitoring System (GEMS) landfill database. Along with the analytical data, GZA will prepare other GEMS documentation, including an Exceedance Notification Letter, which provides a summary of the groundwater analytical data and an explanation of groundwater standard exceedances, where applicable. A copy of the results will be forwarded to the WDNR Southeast District Groundwater Project Manager and the WDNR Southeast District Solid Waste Engineer, including figures, tables, and analytical reports from the semiannual sampling. Two semiannual groundwater monitoring reports and two semiannual gas monitoring reports will be submitted each year.

Task 4 - Annual Site Visit

A GZA engineer will meet with the City prior to commencing a Site walk to note any Site monitoring infrastructure that may need to be repaired or replaced. GZA will outline the inspection process and provide a summary of the findings from the Site inspection. The Site inspection will identify each groundwater and methane gas well or vent system, documenting the physical condition and if any repairs, abandonments, or other actions need to be made to satisfy the requirements of Chapter NR 500 of the Wisconsin Administrative Code (Wis. Adm. Code). Each inspection point will be submitted to the City in digital GPS form.

Task 5 - Routine Maintenance

Routine maintenance will take place by GZA personnel where worn or missing monitoring point labels, gas wellhead valves, locks, and monitoring well caps are observed. GZA will discuss the maintenance requirements following each Site sampling event with the City.



Task 6 - 2021 Services

GZA will conduct follow-up investigations of the reported elevated chloride at MW-17R and methane above the lower explosive level (LEL) at GM-8. GZA will also investigate the inaccessibility of two probes (GL-8 and GM-16A). Following the assessment of the locations, GZA will prepare a summary of findings and additional data collection requirements, as needed, for discussion with the City of Glendale.

PROJECT EXPERIENCE

GZA has offices in Brookfield and the Global Water Center in downtown Milwaukee with experienced engineering staff in both locations. The Project Manager proposed for the Bender Avenue Landfill project is Ms. Heidi Woelfel, who is located in the Brookfield office and has landfill monitoring and permitting experience with both the City and Clark Dietz, and was recently responsible for managing the utility reconstruction in Lydell Avenue and sediment basin in the municipal yard. Ms. Woelfel has also conducted work with Waste Management on landfill siting projects in the Midwest and will be responsible of working closely with GZA staff to maintain the sampling and reporting schedule and will provide project updates to the City. Ms. Woelfel understands the City's need for accountability and proactive communication on its project and the on-Site reporting to the WDNR. A list of similar municipal landfill projects conducted by GZA include the following:

- Hartung Quarry Landfill (Hartung Park, Milwaukee, WI): GZA has previously conducted semiannual groundwater sampling and methane gas monitoring at the Hartung Quarry Landfill for the City of Milwaukee DPW. GZA conducted the semiannual groundwater sampling, GEMS reporting, and site visits with the WDNR from 2010 through 2020.
- North College Landfill (1600 East College Avenue, Milwaukee, WI): GZA currently conducts semiannual groundwater sampling and methane gas monitoring at the North College Landfill for the City of Milwaukee DPW. GZA has conducted the semiannual groundwater sampling, GEMS reporting, and site visits with the WDNR from 2013 through 2020.
- South College Landfill (1701 East College Avenue, Milwaukee, WI): The South College Landfill is an active landfill that currently accepts "non-hazardous" soil spoils from City of Milwaukee DPW projects. GZA currently conducts semiannual groundwater sampling and methane gas monitoring at the South College Landfill for the City of Milwaukee DPW. GZA has conducted the semiannual groundwater sampling, GEMS reporting, and site visits with the WDNR from 2013 through 2020.
- Bayshore Mall (Silver Spring Road, Glendale, WI): GZA has previously and currently works on and for the owners of Bayshore Mall. Previous work at Bayshore Mall includes site investigation, applications for site-wide Exemption to Construct on an Abandoned Landfill in accordance with NR 504 of the Wis. Adm. Code, including a detailed Materials Management Plan, and also designed and oversaw installation of vapor intrusion barriers. GZA also monitors the current environmental conditions during on-site construction activities.

SCHEDULE

GZA is prepared to initiate the proposed scope of services within 14 calendar days upon receipt of a signed contract. The draft semiannual groundwater and gas sampling reports will be prepared within two weeks of receipt of the laboratory data or of the field activities. The final reports will be prepared within 21 days of receipt of the Client's comments and will be provided to the WDNR.



FEE AND BASIS FOR BILLINGS

Billings for GZA's professional services will be on a time and materials basis for the above scope of work in accordance with the attached Schedule of Fees. Based on the proposed scope of work outlined above, we estimate the cost to execute this scope of work to be approximately \$39,000, as provided below:

2021	ANNUAL COMPENSATION
Task 1 - Groundwater Sampling (2 rounds) – includes lab analysis	\$4,000
Task 2 - Methane Gas Sampling (4 rounds)	\$3,300
Task 3 - Regulatory Reporting (4 rounds)	\$3,700
Task 4 - Annual Site Inspection and Inventory (1 round)	\$350
Task 5 - Routine Maintenance	\$500
Task 6 - 2021 Services	\$2,000
SUBTOTAL	\$13,850
2022	ANNUAL COMPENSATION
Task 1 - Groundwater Sampling (2 rounds) – includes lab analysis	\$4,200
Task 2 - Methane Gas Sampling (4 rounds)	\$3,500
Task 3 - Regulatory Reporting (4 rounds)	\$3,700
Task 4 - Annual Site Inspection and Inventory (1 round)	\$350
Task 5 - Routine Maintenance	\$500
SUBTOTAL	\$12,250
2023	ANNUAL COMPENSATION
Task 1 - Groundwater Sampling (2 rounds) – includes lab analysis	\$4,500
Task 2 - Methane Gas Sampling (4 rounds)	\$3,800
Task 3 - Regulatory Reporting (4 rounds)	\$3,700
Task 4 - Annual Site Inspection and Inventory (1 round)	\$400
Task 5 - Routine Maintenance	\$500
SUBTOTAL	\$12,900
TOTAL	\$39,000

This estimate is based on logical scenarios of project execution anticipating the scope of work outlined above, which represents our present judgment as to the level of effort requested. Please note that actual charges may vary, either upward or downward, depending upon the execution of the work.

CONDITIONS OF ENGAGEMENT

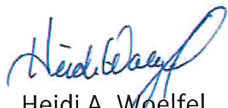
The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA's reports will be prepared on behalf of and for the exclusive use of our Client. Client acknowledges and agrees that the reports and the findings in the reports shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any such additional dissemination, use, or reliance by other parties.

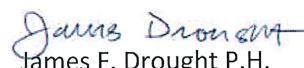


On behalf of GZA, thank you for the opportunity to submit this proposal and for your consideration. If you have any questions or need further information, please feel free to contact Ms. Heidi A. Woelfel at (262) 754-2594 or electronically at heidi.woelfel@gza.com.

Very truly yours,

GZA GeoEnvironmental, Inc.


Heidi A. Woelfel
Project Manager


James F. Drought P.H.
Principal Hydrogeologist

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Attachments: Schedule of Fees
Terms and Conditions for Professional Services

This Proposal for Services, Schedule of Fees, and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that he/she has full authority to act for, in the name, and on behalf of the City of Glendale.

CITY OF GLENDALE

By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

The Proposal for Services, Schedule of Fees, and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

GZA GEOENVIRONMENTAL, INC.
GREAT LAKES REGION
SCHEDULE OF FEES

LABOR

Per Hour

Senior Principal	\$ 250
Principal	\$ 230
Associate Principal / Project Reviewer	\$ 210
Senior Consultant	\$ 200
Senior Project Manager/Senior Technical Specialist	\$ 190
Project Manager/Technical Specialist	\$ 155
Assistant Project Manager	\$ 135
Engineer / Geologist / Environmental Specialist I	\$ 125
Engineer / Geologist / Environmental Specialist II	\$ 115
Engineering / Geological Technician I*	\$ 95
Engineering / Geological Technician II*	\$ 90
Sr. CAD / Technical Designer*	\$ 140
CAD / Technical Designer*	\$ 135
Sr. Administrative Assistant*	\$ 105
Administrative Assistant*	\$ 85
Outside Services and Subcontractors	Cost plus 15%
Expenses	Cost plus 15%

* For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for:

- Time required for travel from Company office to job or meeting site and return.
- For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.
- For expert (sworn) testimony the above rates will be charged at two times the fee schedule.

EXPENSES

- Laboratory service, rental of specialized field or monitoring equipment and vehicle charges based on GZA standard unit prices.
- Transportation, lodging and subsistence for out-of-town travel.
- Printing, reproduction, photographs, shipping charges and material purchases.
- Communication fee charged at 3.0% of labor invoiced for total cost of local, long distance, and cellular phone equipment and connectivity; electronic data communication and transmission; facsimile and document scanning; and USPS postage.
- Company van/pick-up for projects \$0.65/Mile. Personal vehicle travel for projects \$0.575/Mile, or prevailing federal government rate.

INVOICES

Progress invoices will be submitted to the client periodically and a final bill will be submitted upon completion of our services. Each invoice is due within twenty (20) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or if lower, the maximum lawful rate, on past due accounts.

It is our Firm's practice to consider adjustments to hourly rates once annually at the beginning of the year.

BUDGETS

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a significant budget variance to be 15% and we will not exceed this variance without notifying Client.

RETAINER

Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.

FUNDS PAYABLE IN UNITED STATES CURRENCY

SCHEDULE 32-2020 (42035)



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2016 by GZA GeoEnvironmental, Inc.

Client ("You"): City of Glendale

Proposal No: 20.P000182.22

Site: Bender Road Landfill (License No. 1121), Glendale, Wisconsin

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care.** GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.



5. Right of Entry. You grant GZA and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for GZA to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the site owner related to alleged trespass by GZA or its subcontractors.

6. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

7. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. GZA will not have responsibility for or control of the site or of operations or activities at the site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

9. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities or the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

10. Changed Conditions.

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

11. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

12. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author, and shall retain all



common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

13. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. GZA will furnish you certificates of such insurance on request.

15. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

16. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.



- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Ordinance Repealing Title 8, Chapter 1, Section 20 of the Code of Ordinances of the City of Glendale Pertaining to Face Covering Requirements During the COVID-19 Pandemic.

FROM: Megan Humitz, City Clerk

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	8.1.20

BACKGROUND/ANALYSIS:

In July 2020, the Common Council approved a Resolution for face masks. In August 2020, the State of Wisconsin implemented a face mask mandate. In February 2021, the City of Glendale implemented an ordinance requiring face masks.

On May 1, 2021, the emergency declaration for the COVID-19 pandemic was rescinded. As a result, the ordinance was determined to no longer be in effect. Businesses still have the right to require a mask upon entry, should they choose to do so, however this is no longer mandated by the City.

RECOMMENDATION:

Attached is an ordinance that would repeal the face mask Ordinance in the City of Glendale.

ACTION REQUESTED:

Motion to repeal the Ordinance Creating Title 8, Chapter 1, Section 20 of the Code of Ordinances of the City of Glendale Pertaining to Face Covering Requirements During the COVID-19 Pandemic.

ATTACHMENTS:

1. Ordinance.

ORDINANCE NO. ____

An Ordinance Repealing Title 8, Chapter 1, Section 20 of the Code of Ordinances of the City of Glendale Pertaining to Face Covering Requirements During the COVID-19 Pandemic

The Mayor and the Common Council of the City of Glendale, Milwaukee County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

That Section 8.1.20 of the Code of Ordinances is hereby repealed.

SECTION II

If any subsection, section or portions of this article or the sections of this ordinance as enacted hereunder is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

SECTION III

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

SECTION IV

This Ordinance shall take effect upon passage and publication as provided by law, and the City Clerk shall so amend the Code of Ordinances of the City of Glendale and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council of the City of Glendale, this 24th day of May, A.D. 2021.

Bryan Kennedy, Mayor

Countersigned:

Megan Humitz, City Clerk



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Update and Discussion on City Owned Property 6035 N. Jean Nicolet Road.

FROM: Rachel Safstrom, City Administrator

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

In 2010, the City received a donated piece of property. The Winston Family donated the property to be designated as "Winston Park" and use for park purposes. The City has been maintaining the lot with basic maintenance.

RECOMMENDATION:

Similar to Wingate Park, I am recommending the staff begin the process to budget for improvements such as a play structure, trash can, bench and signage for Winston Park.

ACTION REQUESTED:

For discussion purposes only. Council may direct staff to proceed with budgetary items for the park.

ATTACHMENTS:

1. Map of lot

6035 N Jean Nicolet





5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Authorization to City Administrator to post City Lots for sale - 4182, 4172, 4134, and 4100 N. Hubbard Street.

FROM: Rachel Safstrom, City Administrator

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

Over the years, the City acquired several pieces of property on N. Hubbard Street. The addresses of 4182, 4172, 4134, and 4100 N. Hubbard Street have been vacant for many years. The area is maintained by Public Works staff. There has been illegal dumping on the properties several times a year.

RECOMMENDATION:

I am recommending the City begin the process to formally find a development that would be suitable for the area. The final sale of the lots would be subject Council approval.

ACTION REQUESTED:

Motion to authorize the City Administrator to post the lots for sale.

ATTACHMENTS:

1. Map of lots

Below is 4182, 4172, 4134, and 4100 N. Hubbard St.





5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Review and Approval for Second Amendment to the Development Agreement with Canterbury Court LLC - 2233, 2245, 2129, and 2105-19 West Mill Road.

FROM: Rachel Safstrom, City Administrator

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

In 2008, the Canterbury Court Development was approved by the City of Glendale. Canterbury Court was a condominium development at 2233, 2245, 2129, and 2105-19 West Mill Road. In 2010, the developer requested the single building built to be allowed to be a rental unit. The anticipation at the time was the remaining buildings would be constructed as condominiums and the first building revert back to a condominium building.

Recently the property was purchased by Rory Oppenheimer. Mr. Oppenheimer has submitted a request to complete the project; however, due to economic restraints would like them all to be apartments.

RECOMMENDATION:

Attached is a draft second amendment to the development agreement allowing for the request.

ACTION REQUESTED:

Motion to approve the Second Amendment to the Development Agreement with Canterbury Court LLC - 2233, 2245, 2129, and 2105-19 West Mill Road.

ATTACHMENTS:

1. Request from Mr. Oppenheimer
2. Second Amendment to the Development Agreement

TRRRBO, LLC
Rory Oppenheimer
1010 E. Layton Avenue
Milwaukee, WI 53207
05/10/2021

Rachel A. Safstrom
City Administrator
City of Glendale
5909 N. Milwaukee River Parkway
Glendale, WI 53209

Dear Mrs. Safstrom,

I am writing this letter today to request a change to the developer agreement for Canterbury Court, LLC dated 06/18/2008 and later amended on 06/14/2010.

I recently acquired the properties associated with this development site under the ownership of TRRRBO, LLC and Rory, LLC. I have spent the last several months making improvements to the current 8 units and working with the current tenants to ensure the units are in excellent condition.

I would like to see the original development plan carried out however, constructing additional units as condominiums is currently not economically feasible. I would like to request that the City of Glendale amend the existing development agreement and approve additional units as high end apartment units similar to the current use of the existing 8 units. I would like to work with The City of Glendale to continue this development in a manner that would be beneficial to community.

I appreciate your consideration and look forward to working with The City of Glendale to continue the development of this site.

Sincerely,

A handwritten signature in dark ink, appearing to be 'Rory Oppenheimer', with a long horizontal line extending to the right.

Rory Oppenheimer
TRRRBO, LLC

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This **AMENDMENT TO DEVELOPMENT AGREEMENT**, is made by and between the City of Glendale (**"City"**), located in Milwaukee County, a municipal corporation and political subdivision of the State of Wisconsin, and Rory Oppenheimer TRRRBO, LLC a Wisconsin limited liability company, hereinafter the (**"Developer"**), and their successors and assigns.

WITNESSETH:

WHEREAS, the parties have previously entered into a Development Agreement in 2008 (**"Agreement"**) related to the development of the premises at 2233, 2245, 2129, and 2105-19 West Mill Road for a project described and depicted in exhibits B, D, F, G and H of the Agreement; and

WHEREAS, under the Agreement the properties were required to be developed for residential use through condominium ownership of individual units; and

WHEREAS, Developer has requested the City to amend the Agreement to allow for Developer and/or Investor ownership of residential units to be occupied by tenants, and for such development to consist of market rate apartments; and

AND WHEREAS, the Common Council of the City of Glendale has determined that the foregoing request is reasonable and in the public interest, and consistent with current social and economic conditions and lifestyles,

NOW THEREFORE, it is hereby agreed as follows:

1. All prior Agreements and the Project Plan set forth therein are hereby amended to allow for the further construction, remodeling, and use and occupancy of all residential units as market rate apartments.
2. All other terms and provisions of Agreements previously entered into by the parties shall remain in full force and effect except as specifically modified by this Amendment.

SIGNED AND SEALED IN THE PRESENCE OF:

DEVELOPER: TRRRBO, LLC

Rory Oppenheimer, Managing Member

STATE OF WISCONSIN)
) S.S.
MILWAUKEE COUNTY)

Personally, came before me this ____ day of _____, 2021, the above-named _____, to me known to be the person who executed the forgoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

CITY OF GLENDALE

Bryan Kennedy, Mayor

COUNTERSIGNED:

Megan Humitz, City Clerk

STATE OF WISCONSIN)
) S.S.
MILWAUKEE COUNTY)

Personally, came before me this ____ day of _____, 2021, the above-named Bryan Kennedy and Megan Humitz, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Drafted by and approved as to from:

John F. Fuchs, City Attorney
State Bar No.: 01016712



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Discussion and possible action on traffic safety concerns for the expansion of Port Washington Road and the Mount Royal Subdivision.

FROM: Rachel Safstrom, City Administrator

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

In 2013, the City of Glendale worked with the Wisconsin Department of Transportation (WDOT) on the expansion of Port Washington Road from Bender Road to Daphne. Included in the design are the addition of two cul-de-sacs at Brentwood Lane and Apple Tree Road. As a result, much of the current traffic from the Mount Royal Subdivision onto Port Washington Road will divert to Clovernook Lane.

RECOMMENDATION:

City Engineer, Mustafa Emir, has reviewed the plans. At the time of design, he was not the City Engineer. He has indicated there is not necessarily a “need” for the cul-de-sacs; however, at the same time it would be helpful for the Mount Royal Subdivision to have a centralized traffic-controlled intersection.

Staff has requested WDOT to review the plans and include a traffic control at Clovernook and Port Washington Road. The traffic study indicates it is not necessary at this time; however, the City of Glendale can approve the addition at the City’s cost. The cost for the traffic control is estimated at \$250,000 for installation. In addition, the City could save approximately \$100,000 to eliminate the cul-de-sacs.

Attached is a map of the design for Port Washington Road. Any additional costs would be included in the 2022 Capital Improvement Budget.

ACTION REQUESTED:

Motion to authorize the City Administrator to work with the Wisconsin Department of Transportation for the installation of traffic signals at Port Washington Road and Clovernook Lane.

ATTACHMENTS:

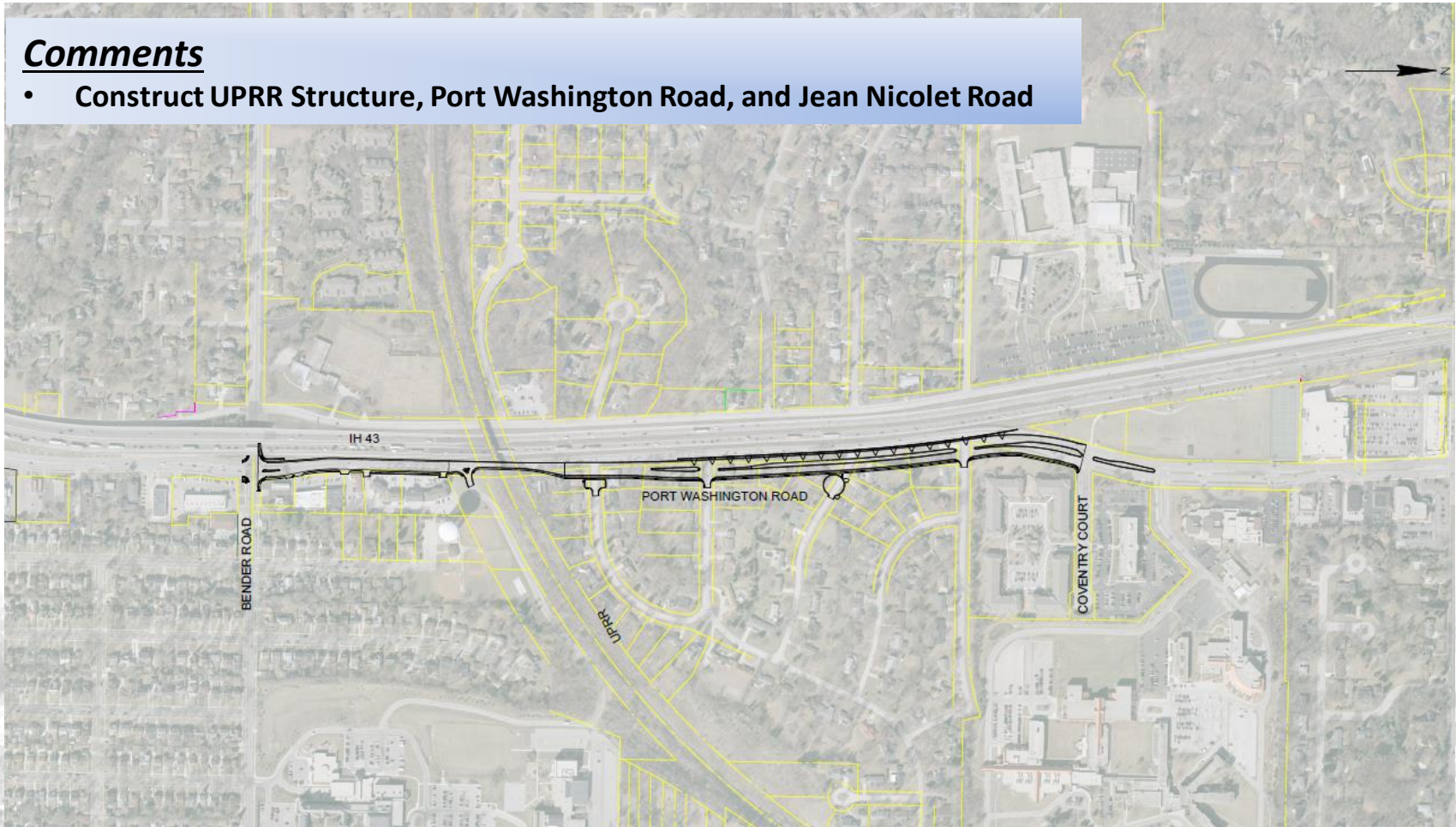
1. WDOT Map of the Port Washington Road Design

Port Washington Road

Construction Year: 2022

Comments

- Construct UPRR Structure, Port Washington Road, and Jean Nicolet Road





5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Update and Discussion on American Rescue Plan Act.

FROM: Rachel Safstrom, City Administrator

MEETING DATE: May 24, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

Earlier this year we were notified that each municipality in the United States would receive Federal Funding through the American Rescue Plan Act. Funds are received in 2021 and 2022. Funds would need to be expenses by December 31, 2024. Overall, the general use has been indicated as:

USE OF FUNDS

The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers. Recipients may use these funds to:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water; support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

On May 10, 2021, the U.S. Department of Treasury published additional guidance on the limitations of the broad categories in the Interim Final Rule. We still have not received final information on the total amount to be received. The last estimate is at \$1.26 million for Glendale.

The Wisconsin Department of Revenue (WDOR) has also issued guidance on the funds as it relates to the Expenditure Restraint Program. Due to the guidance from WDOR, the Council will be asked at a future meeting to create a Special Revenue Fund for these funds to be allocated and expenses tracked.



5909 North Milwaukee River Parkway
Glendale, WI 53209

RECOMMENDATION:

Possible uses for the funds are:

- Public health expenditures – Though North Shore Health Department is currently able to be funded with other grant sources, some of this funding may be necessary in the next few years.
- Lead Service Lateral Replacements – Staff is currently looking at the known lateral replacements and how much funding could be used to remove all known lead service laterals.
- Green Infrastructure – the Interim Final Rule states “Green infrastructure projects that support stormwater system resiliency could include rain gardens that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces. Staff is reviewing potential opportunities in this area.
- Expenditures as it relates to infrastructure to protect from COVID spread – the Zoom technology to allow residents to participate/view meetings from home as well as the plexiglass dividers for Council to utilize at the Council desk are eligible expenses.

As more information becomes available, it will be brought back to the Council for review and approval.

ACTION REQUESTED:

For discussion purposes only.

ATTACHMENTS:

1. None