

VILLAGE OF THIENSVILLE
SPECIAL BOARD OF TRUSTEES
AGENDA

DATE: Monday, February 5, 2018

LOCATION: 250 Elm Street
Thiensville, WI

Time: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

President: Van Mobley
Trustees: Kim Beck
Ronald Heinritz
Rob Holyoke (excused)
Kenneth Kucharski
David Lange
Elmer Prenzlow
Administrator: Dianne Robertson
Attorney: Tim Schoonenberg
Staff: Assistant Administrator Colleen Landisch-Hansen
Clerk/Administrative Assistant Amy Langlois

III. PLEDGE OF ALLEGIANCE

President Mobley to lead the recitation of the Pledge of Allegiance.

IV. BUSINESS

- A. Review And Approval Of An Inter-Governmental Agreement Between The City Of Mequon And The Village Of Thiensville Regarding A Betterment Of Service For Buntrock Avenue And To Authorize Connection To The Village's Sewer System For Development By The Hoff Group In The City Of Mequon

Documents:

[INTERGOVERNMENTAL AGREEMENT-SEWER SERVICE.PDF](#)

- B. Review And Approval Of An Owner's Agreement For Sanitary Sewer Connection North Of The Village Between Main Street And Green Bay Road

Documents:

[OWNER AGREEMENT-SANITARY SEWER CONNECTION.PDF](#)

V. ADJOURNMENT

Amy L. Langlois, Village Clerk
February 2, 2018

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made this ____ day of _____, 2018, by and between the **CITY OF MEQUON** (the “City”), a Wisconsin municipal corporation, **MEQUON WATER UTILITY** (the “Utility”) and the **VILLAGE OF THIENSVILLE** (the “Village”) (the Village, Utility and City may collectively be referred to as “Parties” herein).

RECITALS

WHEREAS, the Parties desire to enter into an agreement to allow two City properties known as 12431 N. Green Bay Road (owned by the city of Mequon, tax parcel #14014070050) and an adjacent 7.5 acres known by tax parcel #1301504003 (owned by the Russel I Bratt Trust) (both properties to be collectively referred to as the “Properties”) to be connected to the Village’s sanitary sewer system; and

WHEREAS, in consideration for the Village allowing the extraterritorial sanitary sewer connections, the Utility and City agree to improve and loop the water connection service from the area in the Village known as Buntrock Rd. from the Seminary to Main St.; and

WHEREAS, the Parties are entering into this agreement on the basis that a development on the two parcels will result in no more than thirty-two (32) residential equivalent connections (“RECs”) ; and

WHEREAS, the City and Village recognize the benefit to the two communities in allowing these connections and looping the Utility’s water system on Buntrock Rd.; and

WHEREAS, the current owners of the Properties, as a contingency of this agreement, are required to sign agreement outlining the terms, fees and costs of the connection and continuing sanitary sewer service with the Village (“Owner’s Agreement”). A draft of this Owner’s Agreement is attached as Exhibit “A”.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants and provisions herein contained, the parties hereto agree that the Properties may connect according to the terms and provisions as follows:

1. Village Responsibilities

The Village shall allow no more than thirty-two (32) REC’s to connect to the Village’s Sanitary Sewer system from the above described Properties.

Village agrees to use all deliberate care and perform all work in a workmanlike manner in the installation, repair and maintenance of the sanitary sewer system.

2. City Responsibilities

City agrees to allow the Village, its agents, contractors and/or employees access to the sewer lines for installation, repair and maintenance purposes.

City agrees to comply with Village's Water Quality Protection Ordinance, 17.0905 and the Village's Sanitary Sewer Ordinance 78-76 thru 78-223. City will assist, when requested by the Village, in the enforcement of use regulations under Village Ordinance 78-191.

City agrees to allow the Village Engineer to attend all discussions and to make recommendations as to the design of the Sanitary & Storm Sewer systems and ingress and egress from the property on Main Street and/or Green Bay Road. Village shall have the right to review and to make recommendations to the system design. The Village shall have the right to halt and order stop work to any plans or construction activities that in the Village Engineer's opinion will have an adverse impact on the Village's storm water management affecting any and all areas within the Village, including but not limited to, the area known as Pigeon Creek.

City agrees to allow the Village, its agents and employees access to the sewer lines for installation, repair and maintenance purposes.

3. Utility Responsibilities

Utility agrees to loop and improve the water system from the area in the Village known as Buntrock Rd. from the Seminary to Main St (the project, in whole, hereinafter referred to as the "Loop"). If there are requests to connect to water at any location on the Loop prior to the Utility commencing construction on the Loop, the Village may commence construction on a portion or all of the Loop and be reimbursed for its costs.

Utility agrees to commence construction of the Loop within 3 years and/or complete the Loop within 5 years.

4. Connection Fee

The City agrees that the Village may charge each REC household \$3,926.13 to connect to the Village sanitary sewer system as a connection fee and agrees to assist in the collection thereof as described in Section 5 below. This amount represents the Village's costs in providing adequate capacity to this area as analyzed by the Village Engineer.

5. Quarterly Costs

Each REC household shall be responsible for paying their quarterly bill for their proportional share of their sewer use. The fee for the operating and maintenance portion shall be equal to 125% of the rate charged to Village customers, to equalize the amount Village residents pay for the sanitary sewer utility overhead and expenses through their property taxes. The fee sharing for the capital charge portion shall be equal to the actual capital charge invoiced by Milwaukee Metropolitan Sewerage District for the respective property. If any REC household fails to make their quarterly payment, Village agrees to give notice of their delinquency to the household. If the delinquency is not satisfied, City agrees to include the delinquent amount on the household's tax bill. When the delinquent taxpayer pays the delinquent sewer bill with their real estate taxes, City agrees to send the delinquent payment to Village. The specific procedures and methods to administer this process shall be mutually agreeable to the Parties.

6. Term of Agreement

This agreement shall commence on the date written above and continue until such time as all the listed REC households are no longer connected to Village's sewer system.

7. Modification, Dissolution and Termination

Modification, dissolution and/or termination of this agreement prior to the end of the term as above stated will need to be agreed to by resolution of both parties.

8. Severability

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9. Contingencies

This Agreement shall be contingent upon all the Property owners entering into an Owner's Agreement with the Village which outlines the terms and conditions for connecting to the Village's sanitary sewer system. Said agreement will run with the land and be binding on successor owners.

The Owner's Agreement; or a memorandum thereof, may be recorded at the Ozaukee County Register of Deeds Office at the discretion of the Village and will run with the land and be binding on successor owners.

10. Prior Agreements

This Agreement supersedes and replaces all previous agreements entered into between the parties hereto, including all amendments thereto.

11. Expenses. Engineering expenses, legal expenses associated with this agreement incurred by the Village shall be reimbursed by the City and/or Utility.

MEQUON WATER UTILITY

Daniel Abendroth, Mayor

_____, _____

Approved as to Form:

Brian C. Sajdak
Mequon Water Utility Attorney

OWNER'S AGREEMENT
Sanitary Sewer Connection

AGREEMENT, by and between the **VILLAGE OF THIENSVILLE**, a Wisconsin municipal Corporation (“Village”), **RUSSELL I. BRATT TRUST** (“Bratt Trust”), the **CITY OF MEQUON**, a Wisconsin municipal Corporation (“City”) and **The Hoff Group, Inc.**, a Wisconsin business corporation (“Hoff”). Collectively Bratt Trust, Hoff and the City may be referred to as the City and the Village of Thiensville may be referred to as the Village.

RECITALS

Whereas, the Bratt Trust is the owner of property within the municipal boundaries of the City of Mequon, Ozaukee County, Wisconsin, and known by the tax parcel identification number of 14-015-04-003-00 and more particularly described in Exhibit A; and

Whereas, the City is the owner of property within the municipal boundaries of the City of Mequon, Ozaukee County, Wisconsin, and known by the tax parcel identification number of 14-014-07-005-00 and more particularly described in Exhibit B; and

Whereas, the City and Bratt Trust intend to have the above described property developed and require the connection to the Village’s sanitary sewer system; and

Whereas, the potential buyer and developer of this property is known to be Hoff and for purposes of this agreement is consenting to the terms herein; and

Whereas, the Village desires to accommodate the Bratt Trust, the City and Hoff subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Connection.** Bratt Trust, City and/or Hoff may connect to the Village sanitary sewer system upon payment of a connection fee in the amount of \$3,926.13 per residential equivalent connection (“REC”). There shall be no more than 32 RECs. The manner of connection shall be satisfactory to the Village Engineer and Plumbing Inspector. The connecting REC owner shall obtain a street opening permit from the Village and a plumbing permit from the City of Mequon.
2. **User Fees; Assessment of Unpaid Charges.** The Parties recognize that part of the sewer utility’s overhead and operating costs are paid by the Village’s general tax revenue. Because the property owners in Mequon municipal boundaries do not pay real estate taxes to the

Village, they shall pay sewer user fees equal to 125% of the operating and maintenance rate charged to utility customers living within the Village municipal boundaries and the actual capital charge invoiced by Milwaukee Metropolitan Sewerage District. User fees and special charges not timely paid shall be special charged against the property on the owner's tax bill.

3. Binding Effect. The agreement shall bind the parties hereto and, in addition, shall run with the land and shall bind subsequent owners of the above described properties.
4. Non-Waiver. Bratt Trust, City and Hoff, and/or the successor owner(s) shall be subject to the usual ordinances and policies governing connections to and for the use of Village's sanitary sewer system. This agreement shall not constitute a waiver by Village of its powers to regulate, in the interest of public health, safety and welfare, the REC owner's maintenance of their sewer laterals and their discharge into and use of the municipal sewer sanitary system.
5. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
6. Warranty and Representation. The executing parties hereto represent, warrant and certify that they have authority to execute on behalf of their entity, corporation, organization and/or trust.

IN WITNESS THEREOF, this agreement has been executed in counterpart the dates notarized below.

VILLAGE OF THIENSVILLE, a Wisconsin Municipal Corporation

By: _____
Van A. Mobley, Village President

By: _____
Amy L. Langlois, Village Clerk

STATE OF WISCONSIN)
 : s.s.
OZAUKEE COUNTY)

Personally came before me, on _____, 2018, the above named VAN A. MOBLEY, and AMY L. LANGLOIS, known to me to be the persons whom executed the foregoing and whom acknowledged the same.

(Name of Notary Public)
Notary Public, State of Wisconsin
My Commission Expires/Is: _____

City of Mequon, a Wisconsin Municipal Corporation

By: _____
_____, Mayor

By: _____
_____, City Clerk

STATE OF WISCONSIN)
 : s.s.
OZAUKEE COUNTY)

Personally came before me, on _____, 2018, the above named
_____, and _____, known to me to
be the persons whom executed the foregoing and whom acknowledged the same.

_____ (Name of Notary Public)

Notary Public, State of Wisconsin

My Commission Expires/Is: _____

Bratt Trust

By: _____
_____, Trustee

Date:

STATE OF _____)
 : s.s.
_____ COUNTY)

Personally came before me, on _____, 2018, the above named
_____, known to me to be the person who executed the foregoing and
who acknowledged the same.

_____ (Name of Notary Public)

Notary Public, State of Florida

My Commission Expires/Is: _____

The Hoff Group, Inc.

Printed Name

Its:

STATE OF WISCONSIN)

: s.s.

_____ COUNTY)

Personally came before me, on _____, 2018, the above named
_____, known to me to be the person who executed the foregoing and who
acknowledged the same.

(Name of Notary Public)

Notary Public, State of Wisconsin

My Commission Expires/Is: _____

EXHIBIT A
BRAT TRUST PROPERTY LEGAL DESCRIPTION

Commencing at the Southeast corner of the Northeast quarter of Sec. 15, Town 9 North, Range 21 East, in the Town [now City] of Mequon, Ozaukee County, Wisc., running thence West along the South line of said 1/4 section to the Southeast corner of a certain three acre lot heretofore deeded to a certain Schneider or to the middle line of the Milwaukee and Fond du Lac Plank road, from there following the middle of said plank road so far North that a line drawn East and running parallel with the aforesaid South line to the East line of the aforesaid quarter section will form 10 acres of land.

Excepting the following 2½ acres of land, more or less:

That part of the North East 1/4 of section 15, Township 9 North, Range 21 East, in the Town [now City] of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said 1/4 section: thence West along the South line of said ¼ section 543.00 feet to a point: thence North on a line parallel to the East line of said 1/4 Section 143.00 Feet to the point of beginning of the land to be described; thence continuing North on a line parallel to the East line of said 1/4 Section 397.60 feet to a point: thence West on a line parallel to the South line of said 1/4 section 305.73 feet to a point in the centerline of State Trunk Highway 57; thence S.9° 42' 30"E. along the centerline of said highway 68.74 feet to an angle point in the centerline of said highway; thence S.8° 43' 30"E. along the centerline of said highway 333.70 feet to a point; thence East on a line parallel to the South line of said 1/4 Section 243.52 feet to the point of the beginning.

EXHIBIT B
CITY PROPERTY LEGAL DESCRIPTION

<<CITY TO INSERT LEGAL>>