



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



www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, February 8, 2024

9:00 AM

North Conference Room

Agenda

1. Call to Order, Roll Call

2. Approval of Meeting Minutes

Action requested: review and approve

a. December 14, 2023 Minutes

3. Discussion/Action Items

a. Bikeway Master Plan Update Proposed Schedule

b. Review and Discussion of Bike Route from River Road and Freistadt Road to the Ozaukee Interurban Trail

c. Safety Concerns of the Ozaukee Interurban Trail Alignment near the We Energies Substation and Railroad

d. Possible March Bikeway Agenda Items

4. Adjourn

Dated: /s/ T. Azinger, Chair

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

Any questions regarding this agenda may be directed to the Engineering Office at 262-236-2934, Monday through Friday, 8:00 am – 4:30 pm.



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, December 14, 2023
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

Commissioner Kenneth Maciolek
Commissioner Jim Doornek
Commissioner Ron Heinritz
Commissioner Rob Holyoke
Commissioner John Liegeois
Commissioner Kristin Wade

Absent:

Chair T. Azinger

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

2. Approval of Meeting Minutes

a. November 9, 2023 Minutes

There were no residents in attendance.

RESULT: **Approved [Unanimous]**

MOVED BY: Holyoke

SECONDED BY: Commissioner Wade

AYES: Maciolek, Doornek, Heinritz, Holyoke, Wade

NOT PRESENT: Liegeois

3. Discussion/Action Items

a. Draft Letter to Ozaukee County Regarding Safety Concerns of the Ozaukee Interurban Trail Alignment near the We Energies Substation

Letter drafted to Ozaukee County regarding safety concerns of the Ozaukee Interurban Trail Alignment near the WE Energies Substation was reviewed and discussed. Three changes were suggested, voted on, and approved unanimously. Commissioners also decided to reach out to the railroad in regards to the crossing. Commissioners also discussed possible suggestions made to improve the safety of the crossing.

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Maciolek
SECONDED BY: Commissioner Heinritz

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

b. Bikeway Mequon Rd/OIT Project Update

A written update on the Mequon Rd/OIT Project was included in the agenda. A question was posed regarding flashing lights at the OIT crossing and it was reported that the original request was being reconsidered and no decision has been made at this time.

c. 2024 Bikeway Commission Meeting Schedule

The 2024 meeting schedule was reviewed and it was agreed to keep the schedule as is with meetings occurring on the second Thursday of every month at 9:00am at Mequon City Hall. It was recommended to announce the next meeting date at the end of each meeting going forward.

4. Adjourn

a. Motion to adjourn at 10:04 AM

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Maciolek
SECONDED BY: Commissioner Wade

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

Respectfully Submitted,

Kaye Redeker



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Office of Engineering

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: February 8, 2024
SUBJECT: Bikeway Master Plan Update Proposed Schedule

Background

In March, staff submitted an application to the Wisconsin Department of Transportation (WisDOT) for grant funding through the Transportation Alternatives Program. The application was submitted for the Joint M-T Bikeway Commission Master Plan update. The Southeastern Wisconsin Regional Planning Commission (SEWRPC) reviewed project applications as the advisory committee for the Milwaukee Urbanized Area. The City of Mequon falls within the Milwaukee Urbanized Area. At the SEWRPC meeting on May 16, 2023, the advisory committee voted and approved to recommend the Bikeway Commission's Master Plan for funding.

The City recently received the authorization letter to begin design.

Analysis

Funding for the study is scheduled for state FY2024, so a contract must be approved by June 30th, 2024.

As discussed previously, selection must be a quality-based selection, meaning that cost cannot be considered when selecting a consultant.

The Request for Proposals (RFP) must be sent to three or more firms. Once proposals are received, they must be reviewed by at least three people and graded on predetermined criteria.

The Memorandum of Understanding with Thiensville for the cost share was discussed previously at Bikeway. The Commission recommended and approved a Thiensville 12% cost share for the project. City staff will draft the MOU with this language and provide to the Village for their approval. The City will add the MOU to the March Public Works and Common Council agenda.

Staff suggests the following tentative schedule:

- March 12th - MOU to Mequon Public Works Committee/Common Council
- March 14th - Review and approve RFP at Bikeway meeting
- March 19th - Send RFP to consultants
- April 16th - RFP proposal submittal deadline
- April 18th - Potential alternate date for April Bikeway meeting
- April 19th - Commission review forms due to City staff
- April 25th - Consultant interviews and selection
- May 14th - Award recommendation to Mequon Public Works Committee/Common Council

- June 30th - WisDOT deadline to have consultant under contract

Fiscal Impact

The grant funding is awarded on a 20%/80% cost share with WisDOT. The local sponsor is responsible for 20% of the project cost. The total project cost was estimated to be \$80,000. The recommended federal funding amount was \$64,000. The remaining 20% local share would total \$16,000. The federal funding amount does not increase if costs exceed the \$80,000 total estimated cost, and therefore would be the responsibility of the local project sponsor.

If approved, Thiensville's 12% cost share will be approximately \$1,920 based on the total estimated cost.

Recommendation

No action on this item is required. Staff will bring the final RFP for review at the March meeting. WisDOT will provide the City with notification on next steps.



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Office of Engineering

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: February 8, 2024
SUBJECT: Review and Discussion of Bike Route from River Road and Freistadt Road to the Ozaukee Interurban Trail

Background

At the October 2023 Joint M-T Bikeway Commission meeting, the Commission requested an discussion/action item for the bike route on Riverview Drive through the Village of Thiensville.

Analysis

The Commission may discuss issues and suggestions through the corridor. In previous discussions, Commissioners recommended that signage should be implemented.

Fiscal Impact

This item is for discussion only and does not carry a fiscal impact. Costs for signs may carry a fiscal impact to the Village of Thiensville if implemented.

Recommendation

The Commission may discuss the item and make any necessary recommendations. Staff recommends that the Commission consider adding this route review specifically to the Master Plan update RFP.



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Office of Engineering

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: February 8, 2024
SUBJECT: Safety Concerns of the Ozaukee Interurban Trail Alignment near the We Energies Substation and Railroad

Background

This item was prepared to review the safety concerns of the OIT alignment near the We Energies substation and WATCO/WSOR Railroad. The Commission previously discussed the item in October, November, and December of 2023.

Analysis

The Joint Mequon-Thiensville Bike and Pedestrian Way Commission requested a discussion item for the OIT crossing with the Wisconsin & Southern Railroad (WSOR) near the We Energies substation. There was a safety concern brought up by Commissioners. The Commission requested that staff produce the original agreements for the crossing. The agreements are attached.

The Commission also suggested that they contact railroad staff regarding the concern.

Fiscal Impact

This item has no fiscal impact.

Recommendation

Staff recommends that the Commission determine what action needs to be taken regarding the crossing.

Attachments:

Agreement for Hwy-RR Grade Crossing Surface (PDF)

OIT-License Agreement-WEPCO (PDF)

PAUL DERKSEN, DOT
START 7/23-25
JERRY SURNO
715-345-2511 FLAG 3-10 DAYS
207142



City

3.c.a

State of Wisconsin, Department of Transportation

AGREEMENT FOR HIGHWAY - RAILROAD
GRADE CROSSING SURFACE

Project I.D. 2697-07-50
Mequon-Thiensville Bike/Ped Trail
City of Mequon
(WCL Crossing)
Ozaukee County

This Agreement, by and between the STATE of Wisconsin, Department of Transportation, hereinafter designated as the "STATE", Wisconsin Central Ltd., hereinafter designated as the "COMPANY", and the City of Mequon, hereinafter designated as the "CITY", provides for the performance of certain work described below by the COMPANY and the CITY on the above named project.

WITNESSETH

WHEREAS, the Wisconsin Commissioner of Railroads has determined under Sections 86.13 and 195.29, Wisconsin Statutes that the at-grade highway-railroad grade crossing of the Plymouth Subdivision and Mequon-Thiensville Bike/Ped Trail in the City of Mequon, Ozaukee County, needs to be established pursuant to his Order dated September 13, 2002 in Docket # 9164-RX-475; and

WHEREAS, the STATE desires to finance the installation of the highway-railroad grade crossing surface with a combination of Local and Federal funds as provided under Section 84.03, Wisconsin Statutes; and deems it more feasible and advantageous for highway purposes to have a certain part of the project work performed by the COMPANY directly and without bids pursuant to Section 84.06(4), Wisconsin Statutes.

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. STANDARD PROVISIONS. (a) The work to be performed by the COMPANY described below shall be done in accordance with the provisions contained herein and the "Standard Provisions", dated April 10, 2001, Exhibit "A", attached hereto and made part of this Agreement.

2. WORK TO BE PERFORMED BY THE COMPANY. (a) Remove existing track material, prepare the track structure, install flange and guard timbers extending the full 16 feet across the trail and extending one foot beyond the shoulders, install reflective crossbucks, clear brush and trees from COMPANY right-of-way.

(b) Such work is further described in the agreement summary, Exhibit "B", detailed estimate, Exhibit "C", and shown on Exhibits "D" through "G" which are attached hereto and made a part

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9099 : OIT RR/Substation Agreement)

hereof.

3. WORK TO BE PERFORMED BY THE CITY. Install the fenced mazes and fencing parallel to track, install advance warning signs and stop signs, place the culvert pipes, furnish and install asphaltic surfacing needed to accommodate the crossing, remove obstructions within the necessary sight triangles (outside the COMPANY right-of-way).

4. DESIGN AND CONSTRUCTION. The installation of the highway crossing surface and modification of the railroad facilities described herein under Item 2 above shall be in conformance with the approved project plans. All such work shall be performed under normal company practices and the applicable requirements of the STATE and of the United States Department of Transportation, Federal Highway Administration, as set forth in 23 CFR Part 646 Subpart B.

5. MAINTENANCE. The COMPANY agrees to maintain the railroad crossing described herein as a public highway crossing as long as so used or required by Wisconsin Statutes or regulatory agency. The CITY agrees to maintain the drainage appurtenances, approaches to the crossing, fenced mazes, and fencing parallel to track as shown in Exhibit "E" and "F".

6. RIGHT OF WAY. The COMPANY agrees to permit the STATE or its agents to construct, operate and maintain the named highway, exclusive of the railroad crossing, across COMPANY lands in accordance with the approved project plans.

7. APPORTIONMENT OF COSTS. The estimated Agreement cost of the work described herein and as shown on Exhibit "B" is Sixteen Thousand Nine Hundred Eighty Eight Dollars (\$16,988). The STATE agrees to reimburse the COMPANY for 100 percent of such cost eligible for reimbursement under this Agreement.

8. INVOICE AND BILLS. The COMPANY will submit all invoices and bills for reimbursement, to the Transportation District Office, 141 NW Barstow Street, Waukesha, WI 53187-0798. The STATE Project ID number will be included on all invoices and bills. The Final Bill is to be submitted within one year of the STATE'S acceptance of the COMPANY'S work in accordance with Federal Law. If the Final Bill is not received by that date, the last detailed progressive bill will be considered to be the Final Bill.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the year and the day below written by their proper officers and representatives.

CITY OF MEQUON

WISCONSIN CENTRAL LTD.

By *[Signature]* By *[Signature]*
 Title CITY ADMINISTRATOR Title Dir. Engr.
 Date 5-2, 2003 Date April 17, 2003

CITY OF MEQUON

DEPARTMENT OF TRANSPORTATION

By _____ By *[Signature]*
 Title _____ Contracts Manager
 Date _____, 20 _____ Date 6/11, 2003

CITY OF MEQUON

By _____ APPROVED 6-09, 2003
 Title _____
 Date _____, 20 _____

JIM DOYLE

Governor of Wisconsin

CITY OF MEQUON

By _____
 Title _____
 Date _____, 20 _____

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9099 : OIT RR/Substation Agreement)

State of Wisconsin/Department of Transportation

November 29, 1991

Rev. October 4, 1985
 Rev. March 15, 1989
 Rev. December 2, 1991
 Rev. June 15, 1992
 Rev. March 3, 1997
 Rev. March 15, 1999
 Rev. May 22, 2000
 Rev. April 10, 2001

**STANDARD PROVISIONS
 for
 HIGHWAY-RAILROAD AGREEMENTS
 BETWEEN THE STATE AND THE COMPANY**

1. Company to Furnish Labor and Materials. The company or its contractors will furnish all labor, material, equipment, tools and incidentals necessary to complete the work described and will perform such work in accordance with generally accepted highway and railroad standards and practices and the provisions of the Agreement. All furnished materials shall be in accordance with Code of Federal Regulations 23, Subpart D, Section 635.410 Buy America requirements.
2. Materials recovered. Materials recovered from temporary use by the Company and materials recovered due to substitution or replacement of the existing railroad facilities that are included as a part of this agreement, shall be credited to the project in accordance with Code of Federal Regulations 23, Part 140, Subpart I - Reimbursement for Railroad Work.
3. Coordination of Work. The Company will cooperate with and coordinate its work with that of the State or its contractors to the extent practicable and feasible for the completion of the project.
4. Traffic Control. The Company shall install traffic control devices and implement methods to adequately protect the traveling public at all times that the Agreement work and subsequent maintenance work is being conducted by the Company at the crossing which affects highway traffic in accordance with Section 86.135 of the Wisconsin Statutes. Such traffic control devices and methods and their installation or implementation shall conform to Part VI of the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration and adopted by the Wisconsin Department of Transportation.
5. Authorization and Approval of Work. The work and Company operations provided herein shall be subject to and meet the approval of the Administrator for the State or his authorized representative. Work shall not start until the Company has received written notice from the State to proceed with the work. The Company shall notify the Transportation District Office

EXHIBIT A

for that area of the State in which the work is located when it will begin its operations and shall give similar notification when operations are resumed, subsequent to suspension of operations.

Any significant change in the extent or scope of the work under the Agreement shall be covered by a written contract change order. It is expressly understood and agreed that any work done by the Company under the Agreement, prior to authorization by the State, shall be excluded from payment under the terms of the Agreement.

The Company may subcontract all or portions of the work included under the Agreement with the prior approval of the State. Any existing continuing contract under which the Company has certain work regularly performed will be considered to conform to the requirements of this section, provided the contract has the State's prior approval.

6. Nondiscrimination. In connection with the performance of work under this agreement, the Company agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in Section 51.01(5) Wisconsin Statutes, sexual orientation as defined in Section 111.32(13m) Wisconsin Statutes, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except for sexual orientation, the Company further agrees to take affirmative action to ensure equal employment opportunities.
7. Reimbursement. Records and Audit. Reimbursement to the Company for work performed by Company forces under the described project shall be subject to the provisions of 23 CFR, part 140, Subpart I.

Reimbursement for work performed by a Company's contractor under a State approved subcontracting agreement shall be subject to the terms of such agreement. No reimbursement will be made for a subcontractor's work unless the Company has obtained prior written approval from the State to subcontract the work.

The State will reimburse the Company the State's share of the cost of the work on the basis of invoices (an original and two copies) sent to the State's Transportation District Office, not more often than once a month during the progress of work for the partial payment of account for the work completed to date. Such invoices shall represent the value to the State of the partially completed work. Payment will be made promptly in an amount as has been found to reasonably represent the value of the partially completed work, less any amounts previously paid on account.

An item which is not properly submitted or which appears questionable may be excluded from progress payments.

Estimated unit prices of construction items used for the purpose of determining the total cost of work under the Agreement upon which partial payments are to be based shall not be

binding upon either party hereto for determining the actual ultimate gross amount due to the Company under the Agreement.

An original and two copies of the complete and final invoice, including invoices from subcontractors, shall be submitted, to the State's Transportation District Office.

The Company and its subcontractors agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under the terms of the Agreement and to make such materials available at their respective offices at all reasonable times during the contract period and for a period of three years from the date final payment was received by the Company for inspection and audit by the State, and/or Federal government. Copies of such records shall be furnished if requested.

8. State's Contractor to Provide Third-party Railroad Protective Insurance. The State will require its contractors to provide for and in behalf of the Company insurance protection to cover liability imposed by law upon the Company for damages because of bodily injury to or death of persons and injury to or destruction of property resulting from the operations or presence of the contractor, subcontractor, their employees or Company employees on the project; such railroad protective insurance shall be written and shall be in accordance with the requirements of 23 CFR, Part 646, Subpart A - Railroad-Highway Insurance Protection. A copy of each policy so required shall be furnished to the Company.

The minimum limits of coverage to be provided are two million dollars (\$2,000,000) per occurrence for Coverage A (Bodily Injury Liability and Property Damage Liability) and Coverage B (Physical Damage to Property Liability), and shall include an annual aggregate amount of six million dollars (\$6,000,000). Such aggregate amount shall apply separately to each renewal or extension. This coverage is required for the duration of the project.

9. Flagging for Work Affecting Railroad Property. The State will require its contractor and subcontractors to contact the railroad for flagging protection as may be required for work on Company property when their operations are likely to occur within 25-feet of the track centerline (unless arrangements are made for a security fence to be installed no closer than 12-feet from the track centerline, in which case flagging will be required when operations occur between the fence and track), and in accordance with Section 107.17 of the State's "Standard Specifications for Highway and Structure Construction, Edition of 1996".

MPM:mpm

Agreement Summary

PROJECT ID 2697-07-50

LOCATION	ESTIMATE
Mequon-Thiensville Bike Path, City of Mequon	\$ 15,519
Salvage (rails, tie plates, and OTM)	<u>\$ (75)</u>
Subtotal	\$ 15,444
Contingencies 10%	\$ 1,544
AGREEMENT TOTAL	<u>\$ 16,988</u>
	I/E
	<u>\$ 169</u>
Project Total	\$ 17,157

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9099 : OIT RR/Substation Agreement)



WISCONSIN CENTRAL DIVISION
Engineering Department
1625 Depot St.
Stevens Point, WI. 54481

PROJECT ESTIMATE

26-Nov-02

ESTIMATE: New Crossing Mequon / Thiensville Bike Trail
LOCATION: Plymouth Sub Approx MP 104.13

LABOR	MANDAYS	RATE	TOTAL
Remove Track	2.5	\$151	\$378
Install Track	2.5	\$151	\$378
Install Crossing	5	\$151	\$755
Surface Track	5	\$151	\$755
Brush Removal	10	\$151	\$1,510
Engineering		\$400	\$400
Accounting		\$100	\$100
TOTAL:			\$3,976 \$3,876
MATERIAL	QUANTITY	PRICE	TOTAL
Rail 9020	(Ft) 78	\$3.90	\$304
Ballast	(Cy) 70	\$8.29	\$580
Cross Ties	(Ea) 20	\$0.00	\$0
Sign package	(Set) 1	\$449.34	\$449
Spikes	(Kg) 1	\$60.00	\$60
Tie Plates	(Ea) 40	\$1.80	\$72
Engineering Fabric	(Ft) 20	\$2.47	\$49
Crossing Timber	(Ft) 64	\$3.50	\$224
Timber Screws	(Ea) 22	\$2.06	\$45
Blacktop	(Cy) BY CITY	\$140.00	\$0
SALES TAX		5.50%	\$18
TOTAL:			\$1,802
Per Diem (Mandays)	25	\$43.92	\$1,098
Company Equipment	0	\$3,000	\$2,500
Rented Equipment	0	\$2,500	\$2,000
TOTAL:			\$5,598

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9099 : OIT RR/Substation Agreement)

EXHIBIT C

PROJECT ESTIMATE -- PAGE 2**ESTIMATE:** New Crossing Mequon / Thiensville**LOCATION:** Plymouth Sub Approx MP 104.13

SALVAGE		QUANTITY	PRICE	TOTAL
	Rail	(Tn)	1.0	\$60
	OTM	(Tn)	0.25	\$60
TOTAL:				(\$75)

ADDITIVES	AMOUNT	RATE	TOTAL
	\$3,776		\$3,96
Employee Benefits	\$3,876	104.86%	\$4,064
Material Handling	\$1,877	5.00%	\$94
Accounting Additive	\$100	59.62%	\$60
Transportation	5,140	\$0.0250	\$129
TOTAL:			\$4,346 \$4,243

SUMMARY	TOTAL
	\$3,87
LABOR	\$3,976
MATERIAL	\$1,802
OTHER COSTS	\$5,598
SALVAGE	(\$75)
ADDITIVES	\$4,346
	\$4,241
TOTAL:	\$15,647
	\$15,441
CONTINGENCY:	\$1,565
	\$1,541
PROJECT TOTAL:	\$17,211
	\$16,989

TOTAL PROJECT COST \$17,211

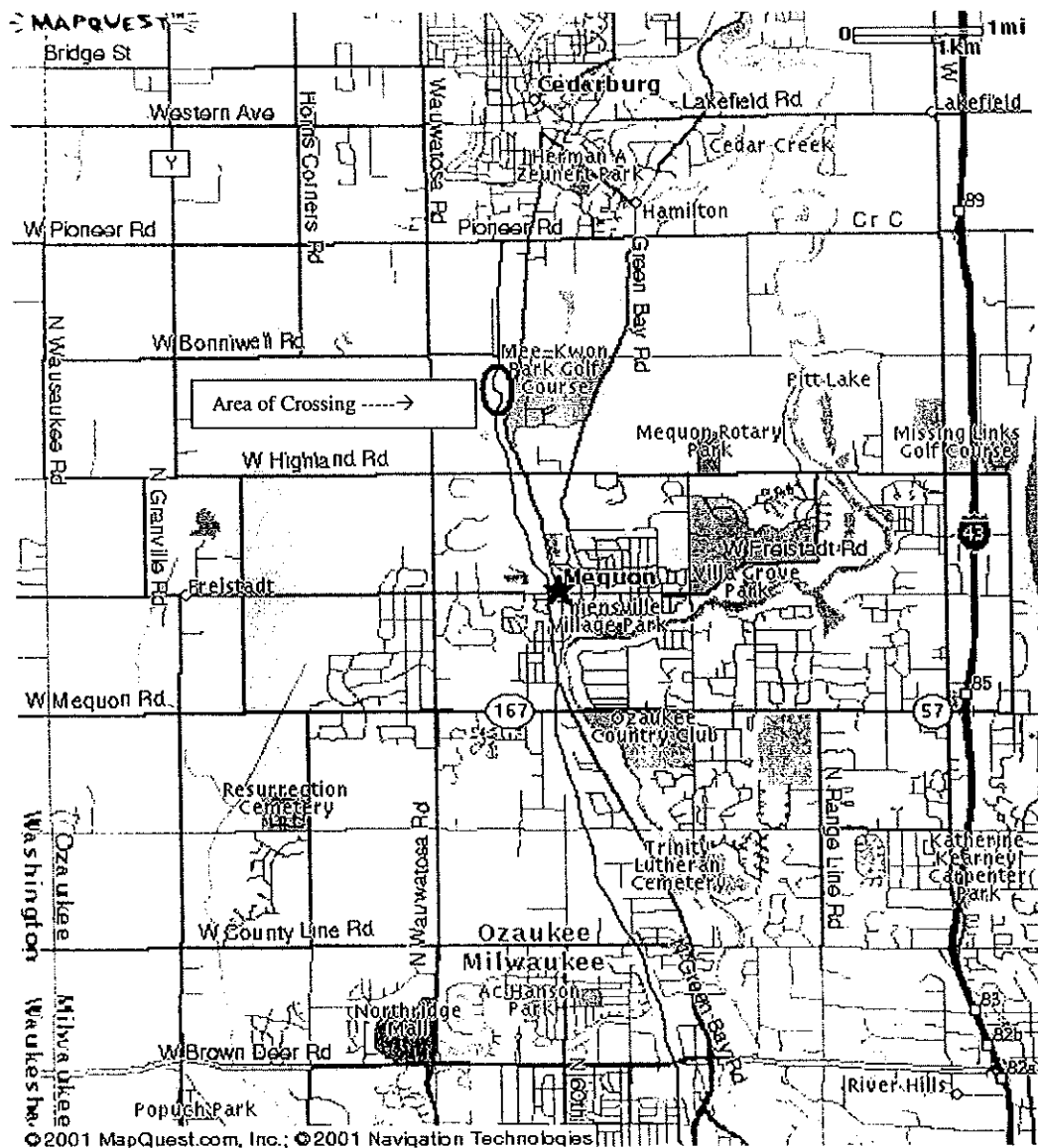
Estimate prepared by Office of
the Division Engineer
Wisconsin Central Divn of
Canadian National RR
Stevens Point, WI.
November 26, 2002

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9099 : OIT RR/Substation Agreement)

EXHIBIT C

Project Location Map

Project I.D. 2697-07-00
County Line to Pioneer Road
Mequon-Thiensville Bike Trail
Ozaukee County



Attachment: Agreement for Hwy-RR Grade Crossing Surface (9099 : OIT RR/Substation Agreement)

EXHIBIT D

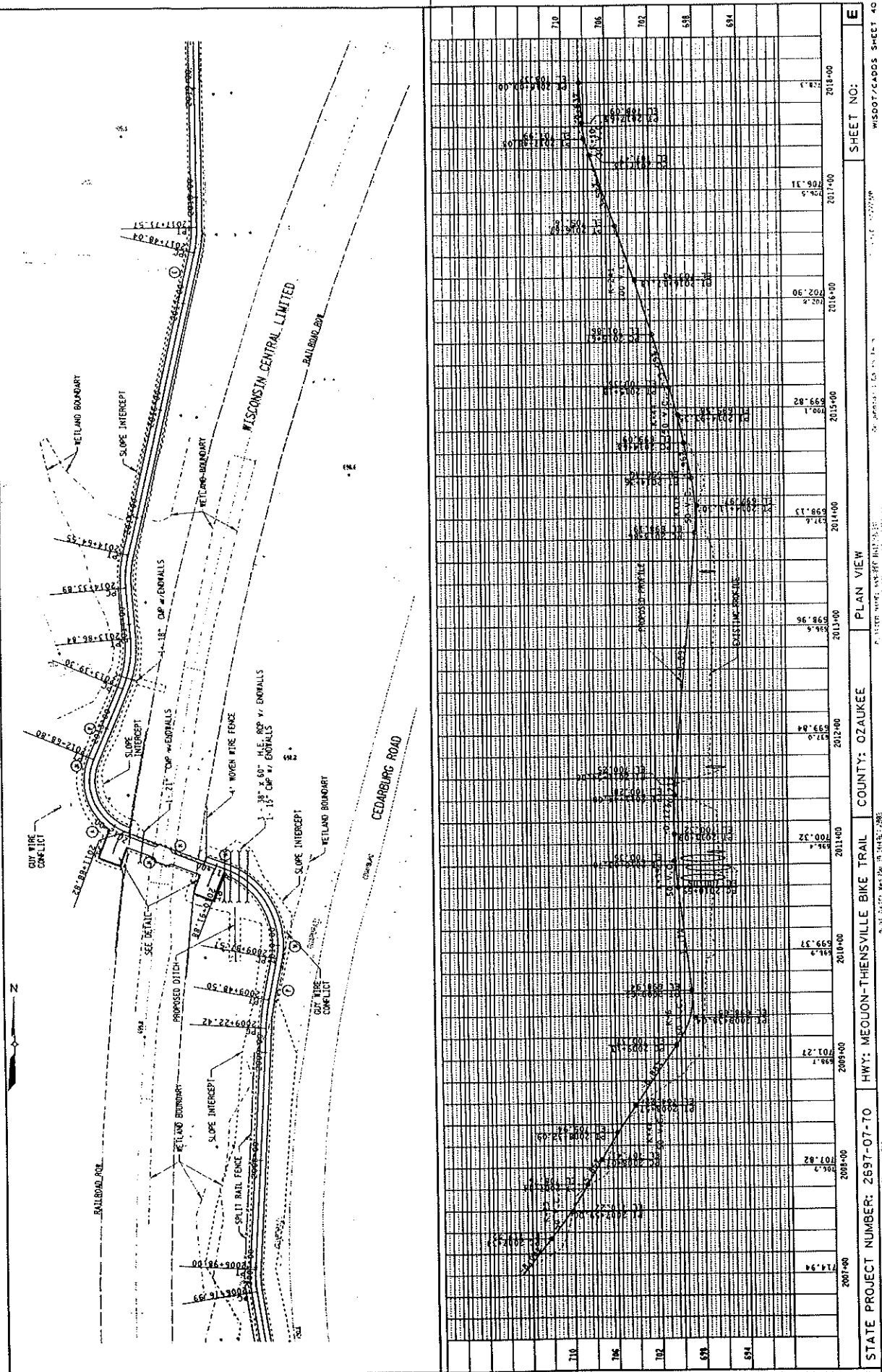


EXHIBIT E



Packet Pg. 20

GENERAL SIGNING NOTES

STATE PROJECT NUMBER: 269T-07-70	HWY: MEQUON-THIENSVILLE BIKE TRAIL	COUNTY: OZAUKEE	SIGNING DETAILS	SHEET NO: E
PLOT DATE: Nov Dec 21 2005 2001 PLOT NAME: M9113456 PLOT SCALE: 48.000000 DESIGNER: Earth Tech PROJECT: WisDOT/CAODS SHEET 40 PROJECT: WisDOT/CAODS SHEET 40				

LICENSE AGREEMENT

THIS LICENSE, made and entered into this 13th day of August, 2002, by and between **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation, doing business as We Energies (hereinafter "Licensor"), and **CITY OF MEQUON**, a municipal corporation (hereinafter "Licensee"), (Individually sometimes referred to as "Party", collectively as "Parties").

W I T N E S S E T H

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants non-exclusive license and permission unto Licensee, to develop and use a part of Licensor's right of way lands (hereinafter "Lands") as a recreation trail for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses (hereinafter "Trail") for use by the general public and for no other purpose or purposes whatsoever, which part of Licensor's Lands is described on Exhibit "A" attached hereto and made a part hereof.

The license and permission herein granted is subject to the following conditions:

1. The initial term of this License Agreement (hereinafter "License") shall be for a period of fifteen (15) years commencing on the date on which the last of the parties hereto have executed this License, and being the date above and each party has in its possession one fully executed original License (hereinafter "Commencement Date").
2. Notwithstanding any of the terms and conditions contained herein, should Licensor, at any time, require exclusive use of any or all of its Lands licensed herein whether permanently or temporarily for such purposes as it deems necessary, then, and in that event, Licensor shall have the authority to require Licensee to permanently or temporarily relocate its Trail from the part of the Lands that Licensor may require by providing Licensee a one-hundred and eighty (180) day written notice if the Trail relocation is to be permanent and 30 days written notice if the Trail relocation is to be temporary. Less notice may be given if mutually agreeable between the parties. No notice is required if an emergency situation exists requiring Licensor's immediate attention. If Licensor requests that Licensee relocate the affected portion of the Trail, Licensor shall make its best efforts to allow Licensee to relocate the said portion of the Trail to another part of the Lands. Licensee shall be responsible for all costs and expenses associated with any relocation and/or re-route of any or all of the Trail as required by Licensor.
3. The Lands for the Trail are being provided to Licensee in an "as-is" condition. Licensee has examined the herein-described Lands and knows the condition thereof and no representations as to the condition and repair thereof and no

agreements to make any alterations, repairs or improvements in or about the Lands have been made by Licensor. Licensor shall not be liable for any damages arising from acts or negligence of Licensee, its invitees or users of the Trail, whether using it for its intended purposes or not.

4. Licensee will neither use nor permit the use of the Lands or Trail for any purpose or purposes other than hereinbefore specified. Licensee shall not assign this license nor permit any transfer by operation of law of the interest in the Lands or Trail acquired through this license.
5. Licensee will not install, or construct or permit to be installed or constructed, any improvements upon, or make any alterations to the Lands or Trail without first submitting plans and specifications to Licensor and receiving Licensor's written approval thereof. However, Licensee shall be permitted to upgrade the railroad crossing up to the railroad right of way including installation of a fenced maze at the railroad crossing approach at approximately milepost 1.4.13 on the Trail, in strict accordance with the design, plan and safety standards approved by the Office of the Commissioner of Railroads of Wisconsin, as shown on the construction drawings appended hereto as Exhibit B.

Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Lands or Trail at any time, except as required by Section 21 hereof. However, Licensee may install and maintain such small, neat and inoffensive signs as are necessary to identify Licensee's occupancy of the Lands and Trail, provided such signs are approved by Licensor before erection or installation.

6. Licensee shall have the right and privilege at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving or plant grass on the Lands and Trail except that the Licensee shall not in any manner alter or change the original ground grade level of the Lands or Trail, nor change the grade of or alter in any manner the drainage swale or ditch on the Lands without obtaining written permission from Licensor. Licensee shall not plant any trees or shrubs on the Lands or Trail without the express written permission of the Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Lands or Trail, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or other use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and all such installations shall be installed to the complete satisfaction of Licensor. The Lands shall be routinely mowed and kept free of weeds to the satisfaction of the local Weed Commissioner and Licensor at the sole cost and expense of Licensee. Licensor reserves the right at its discretion

to trim and/or cut down any existing trees and shrubs on the Lands. Licensee agrees that it will maintain the entire Lands as a Trail and will perform grass mowing and other landscaping maintenance necessary to maintain an appearance suitable to such use as a Trail. Licensee agrees to keep the Lands and Trail clean and free from all kinds of debris, rubbish and trash that may be deposited thereon by the public. Licensee shall, if requested by Licensor, place garbage or litter containers at convenient locations along the Trail. Such litter containers shall be emptied on a regular basis by Licensee so as not to create a nuisance.

7. Licensee shall provide or arrange for the provision of all police protection as may be required to enforce all of the provisions of this agreement and maintain law and order on the Lands and Trail.
8. Licensee hereby agrees that it will not charge at any time any user fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensor, which consent shall not be unreasonably withheld.
9. Licensee hereby agrees that Licensor has made no representations that the Lands are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to any zoning laws and ordinances of any regulatory bodies which may have jurisdiction. This License is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use by Licensee. Any permits required hereunder shall be acquired by Licensee at its sole cost and expense. Licensee hereby agrees that it will seek no change in the zoning of the Lands and understands and agrees that Licensor does not grant Licensee the right or authority by the terms of this License at any time to have the Lands rezoned for the use hereinbefore stated.
10. Licensee hereby covenants and agrees it will not suffer or permit any construction lien or other such lien to attach to the Lands by reason of any improvements upon or alterations to the Lands or work done thereon by or upon the order of Licensee and will save and keep harmless Licensor and the Lands from any such lien or claim therefore and from any and all cost or expense incurred in connection with any such lien or claim.
11. Licensee hereby agrees that in the event Licensee or anyone other than Licensor's employees, having entered the Lands or Trail at the invitation of Licensee for the purposes as described in Section 1 damages any tower, pole, fencing or any other facilities or equipment of the American Transmission Company LLC and/or Licensor, Licensee will promptly reimburse Licensor for any and all expenses incurred in the repair of such damage upon presentation of an invoice therefor.

12. Licensee hereby agrees to save harmless and indemnify Licensor against all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use or operation of the Lands and Trail resulting in any manner from the privileges herein given, or the failure of Licensee to observe the covenants of this license; excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor.

In addition to and not in limitation of the foregoing, Licensee covenants and agrees, prior to the occupancy of the Lands and at Licensee's sole cost and expense, to procure and maintain in force at all times during the term of this license, in Licensor's name, a commercial public liability policy in the following amounts: Bodily-injury liability in the amount of \$1,000,000 per person and \$2,000,000 per occurrence; property-damage liability in the amount of \$100,000 per occurrence for damage to property, due to or arising out of the use of the Lands and Trail pursuant to this License, excepting that said insurance may be provided by funded self-insurance up to a limit of \$500,000. Insurance in excess of \$500,000 shall be provided by an insurance policy issued by a good and responsible insurance company and in a form acceptable to Company. Licensee shall further provide Licensor with a certificate or other evidence of such insurance which provides that such insurance shall be modifiable or cancelable only on written notice delivered by registered mail to Licensor not less than 10 days in advance of the modification or cancellation. Said policy shall be issued by a good and responsible insurance company and in a form acceptable to Licensor.

13. Licensee covenants and agrees that no alcoholic liquors or beverages are to be permitted to be used or consumed on the Lands and Trail.
14. Licensee hereby agrees, at its sole cost and expense, to install such barricades, guard rails, fencing and/or safety devices or protection as Licensor may require from time to time to provide a safe facility for use by the public with the exception of the protection of Licensor's electric transmission structures and related construction and operational procedures, all to the satisfaction of Licensor and Licensee. The Licensee agrees to maintain same in good condition and appearance at all times. The Licensor hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of electric transmission structures and related construction and operational procedures. Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails,

fencing and/or safety devices or protection which may be installed on the Lands and Trail and such installations shall not be made without the consent and prior written approval of Licensor. No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor to its lands or facilities.

15. Licensee hereby agrees, upon the termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or any part of the installations not including trail surfaces and drainage structures, herein referred to as may be required by Licensor from the Lands and Trail and to restore the Trail to the condition existing prior to use by Licensee. In the event Licensee cannot, is unable or unwilling to remove said improvements or related facilities as directed by Licensor and to restore the Lands and Trail, Licensee hereby authorizes Licensor so to do, and Licensee hereby agrees to reimburse Licensor for any and all expense incurred in connection therewith upon presentation of a bill therefore, and Licensee hereby agrees to save harmless and indemnify Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.
16. Licensor may, at any time, require the Licensee to vacate all or part of the right of way during the construction, installation, erection, operation, maintenance or replacement and/or removal of Licensor's facilities, American Transmission Company LLC's facilities or those of Wisconsin Gas Company, its successors and assigns. Upon completion of such work, the Licensee shall then be permitted to occupy the Lands for the purposes herein stated. Licensee reserves the right to determine if such vacation of all or part of the Lands makes it impractical to resume the use of the same, and if it elects not to do so, then said License shall terminate.
17. Licensee shall vacate the Lands and Trail upon notification by Licensor that weather conditions exist or may develop which could cause icing on trees and wires.
18. Licensor shall be permitted to plow the snow on the Trail in the event it desires to do so and shall restore the Lands if any damage is caused as a result of plowing the Trail.
19. Licensee hereby agrees to reimburse Licensor promptly for any and all of the real estate taxes and assessments or any other local, State or Federal taxes that may be assessed or levied on the Lands and Trail during the term of this License for any and all improvements made by Licensee on the Lands and Trail or for any increase in taxes resulting from the use of said Lands and Trail by reason of the

exercise of the rights herein contained, within 30 days after presentation to Licensee of Licensor's statement. It is understood that all improvements made or fixtures installed by Licensee shall constitute the sole and separate property of Licensee and shall be considered leasehold improvements.

20. In the event there is any breach or violation of this License or any of its terms, conditions or provisions, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensor or Licensee, the Licensee shall, at its sole cost and expense, correct said breach or violation or comply with said demand, order or notice within 30 days. In the further event that Licensee shall be unable to correct said breach or violation or comply with said demand, order or notice within 30 days, but is reasonably pursuing correction and compliance, licensor shall forbear from enforcement of this provision for so long as Licensee is making substantial progress toward correction and compliance. Wherein Licensee does not correct said breach or violation or comply with said demand, order or notice within 30 days, and is making no reasonable efforts to pursue correction and compliance, it shall be lawful for Licensor, without liability to Licensee, at any time thereafter at its election, without notice or demand, to declare this License terminated and to re-enter the Lands and Trail either with or without process of law and to expel, remove and put out Licensee or any person or persons occupying the , using such force as may be necessary so to do and to repossess and enjoy the Lands and Trail again as before this grant of license without prejudice to any remedies which might otherwise be used for the preceding breach of covenants; Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensor shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this license. Licensee shall be liable to Licensor for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensor prevails.
21. Owing to the presence of Licensor's electrical facilities located on the Lands and Trail, Licensee hereby agrees that no vehicles or equipment will be used, operated or permitted on the Lands and Trail having a height in excess of 12 feet above original ground grade level. No vehicles, trucks, cars or equipment are to be parked or materials stored on Lands or Trail at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized recreational vehicles, including but not limited to snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Lands or Trail. The Licensee shall have the right to use motorized vehicles for patrol and maintenance of the Lands and Trail lands used for hiking, biking and cross-country skiing trails. The Licensee also agrees

that no horses will be used or permitted on the Lands or Trail. Licensee agrees that no kites, model airplanes or similar objects that may come in contact with or in close proximity to the facilities of Licensor will be used, operated or permitted on the Lands or Trail. Licensee, in complying with these conditions, agrees to post, maintain at all times, and if necessary, replace signs that expressly prohibit all such activities.

22. The rights herein granted to Licensee are non-exclusive and nothing stated herein is to be construed as restricting Licensor from granting rights to other parties or persons in, upon or under the Lands or Trail. Without limiting the generality of the foregoing, the parties specifically refer to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.
23. This License shall not in any manner, or to any extent, limit or restrict the right of Licensor to use or dispose of the Lands or Trail as Licensor in its discretion may desire, and particularly, but not in limitation of the foregoing, Licensor, at all times, shall have free and unrestricted access for its employees, agents, representatives, assigns or grantees to come upon the Lands and/or Trail by any means whatsoever for the purpose of constructing, installing, operating, maintaining, repairing, replacing or patrolling any or all of its facilities and equipment located thereon or any and all of its additional and future facilities and equipment which will be located thereon, or to be located on, in, over or under the Lands and Trail.
24. All notices to Licensor shall be sent by certified mail, addressed to We Energies, Property Management, 231 West Michigan Street, P.O. Box 2046, Milwaukee, Wisconsin 53201, or at such other place as Licensor may from time to time designate in writing.

All notices to Licensee shall be sent by certified mail, addressed to: City Administrator, Mequon City Hall, 11333 North Cedarburg Road 60W, Mequon, WI 53092, with a copy to the City Attorney at the same address, or at such other place as Licensee may from time to time designate in writing.
25. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, except as otherwise provided in Section 4 hereof.
26. This License supercedes and takes the place of that certain license agreement by and between Wisconsin Electric Power Company, as Licensor, and the City of Mequon, as Licensee, dated April 13, 1992 for the Licensor's premises described

in said license agreement, and all terms, covenants and conditions of said license agreement are hereby released and discharged and said license agreement is no longer of any force and effect as of the Commencement Date of this License.

IN WITNESS WHEREOF, said **WISCONSIN ELECTRIC POWER COMPANY**, a **Wisconsin corporation**, has caused these presents to be signed by its Manager of Property Management this 28th day of August, 2002, and the **CITY OF MEQUON**, a **municipal corporation**, has caused these presents to be signed by its Mayor and its Clerk, and its corporate seal to be hereunto affixed this 15 day of August, 2002.

LICENSOR:

Wisconsin Electric Power Company

By James T. Raabe
James T. Raabe
MANAGER OF PROPERTY MANAGEMENT

LICENSEE:

City of Mequon

ATTEST:

By Christine Nuernberg
Christine Nuernberg, Mayor

By Lee Szymanski
Lee Szymanski, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 28th day of August, 2002, James T. Raabe, Manager of Property Management, of the above-named corporation, **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation**, known to me to be the persons who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument as, as the deed of said corporation, by its authority.

Christopher Little
Christopher Little
Notary Public, Milwaukee Co., WI
My commission expires August 3, 2003

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

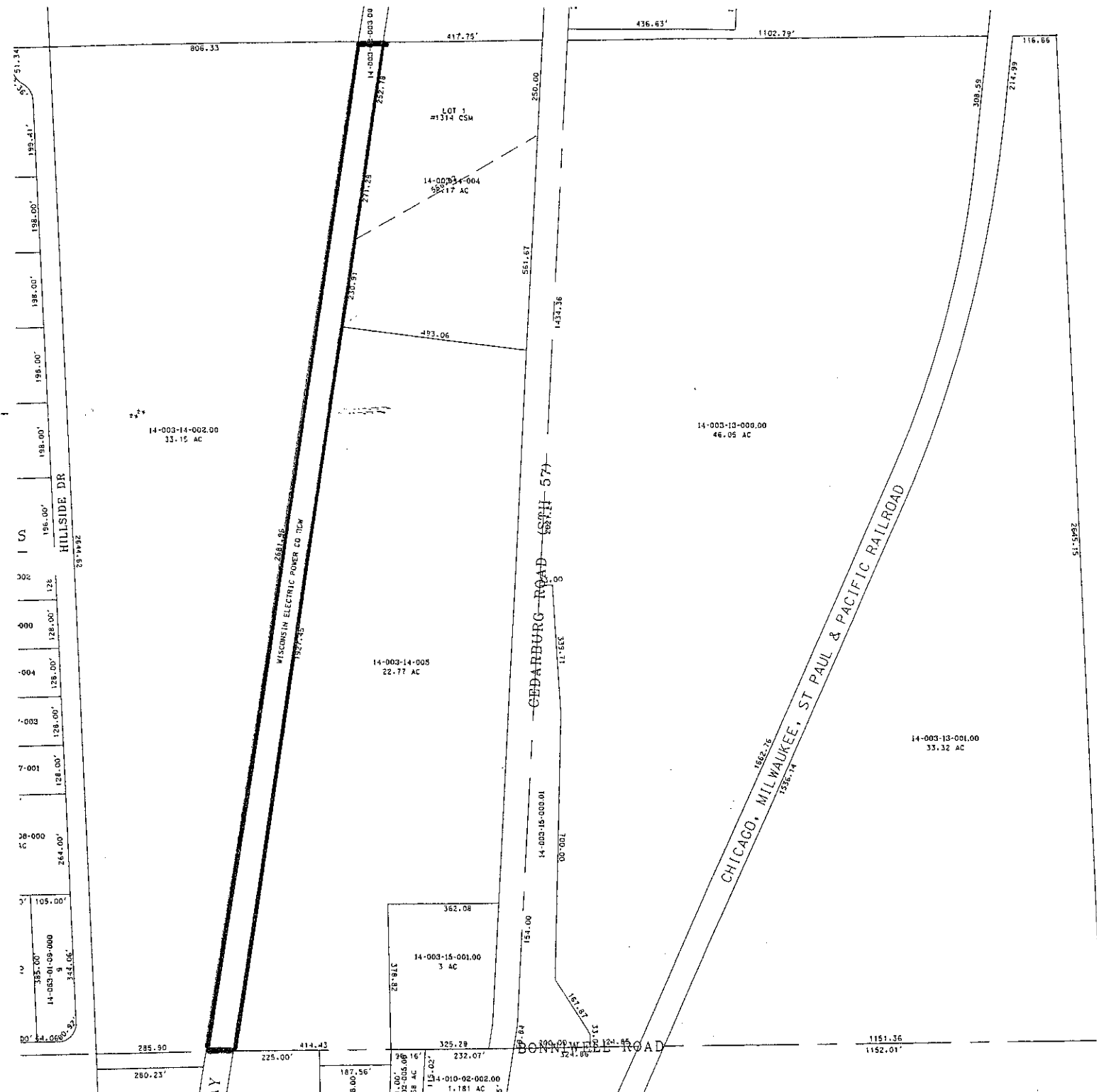
Personally came before me this 15th day of August, 2002, Christine Nuernberg and Lee Szymborski, Mayor and City Clerk, respectively, of the above named municipal body corporate, the City of Mequon, known to me to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officers of said corporate body by its authority.



 Notary Public, State of Wisconsin
 My commission expires 9-29-03



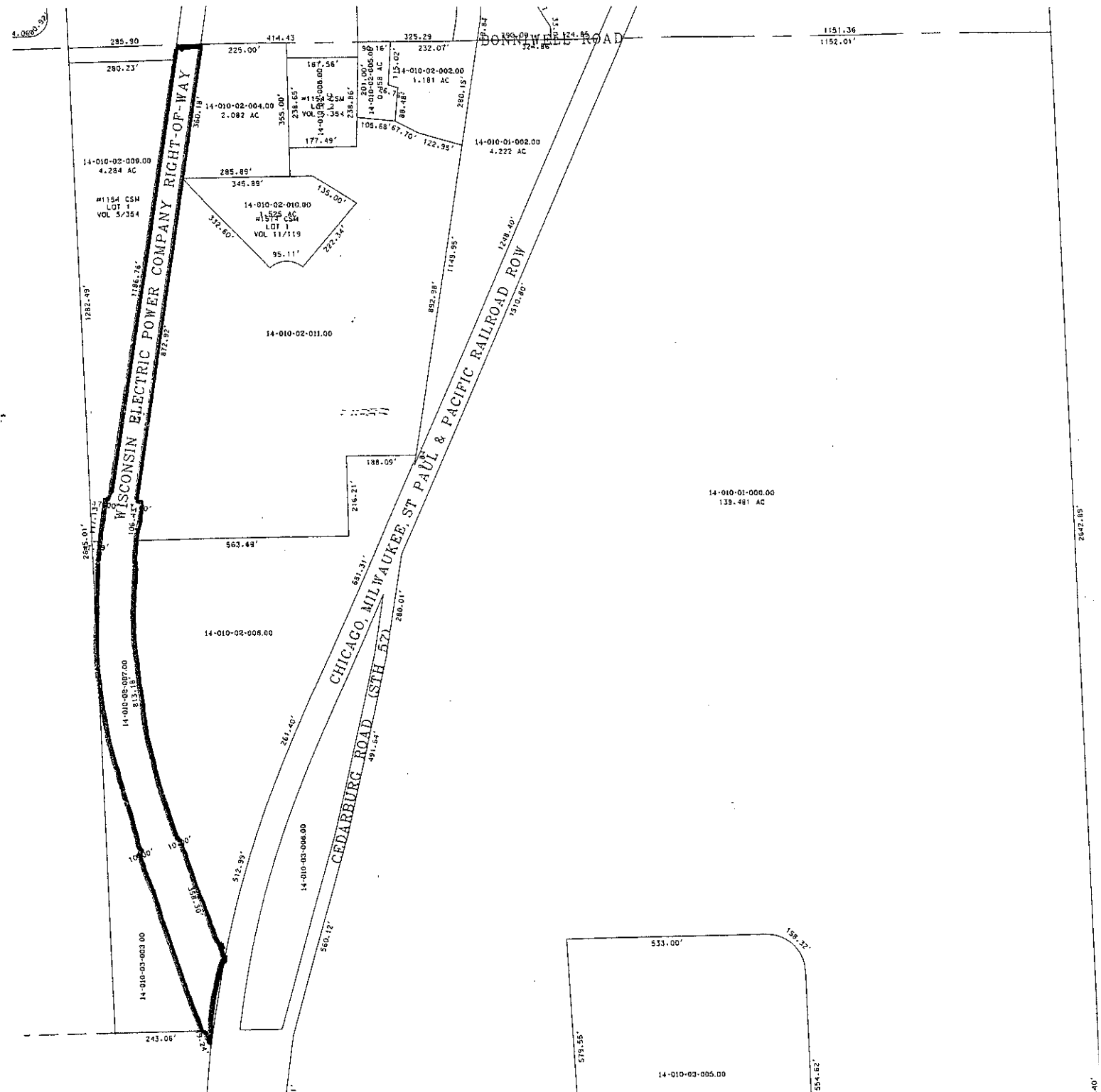
SE ¼ of Section 3, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
Page 2 of 12

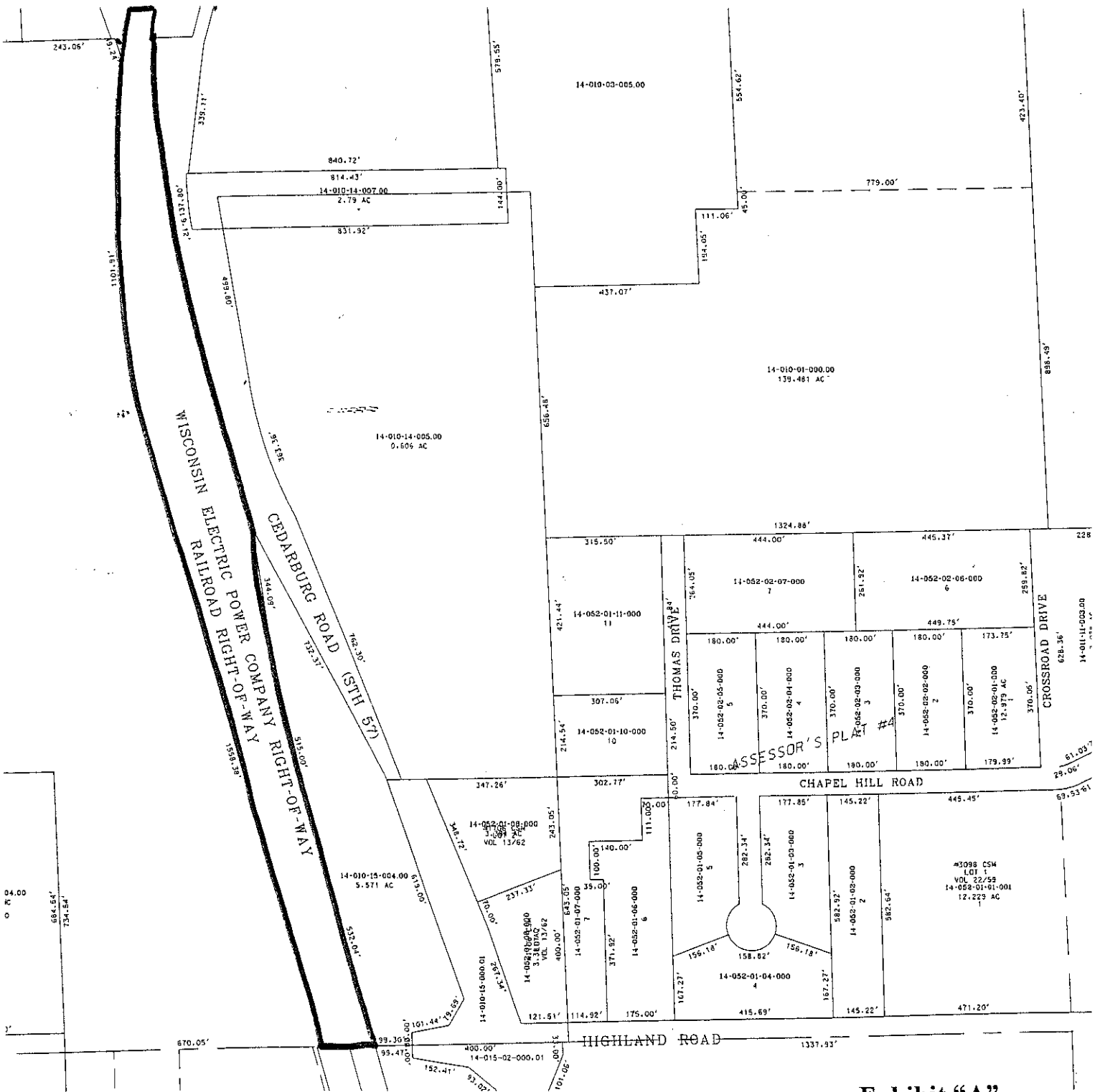
NE ¼ of Section 10, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
Page 3 of 12

SE ¼ of Section 10, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
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NE ¼ of Section 15, Town 9 North, Range 21 East

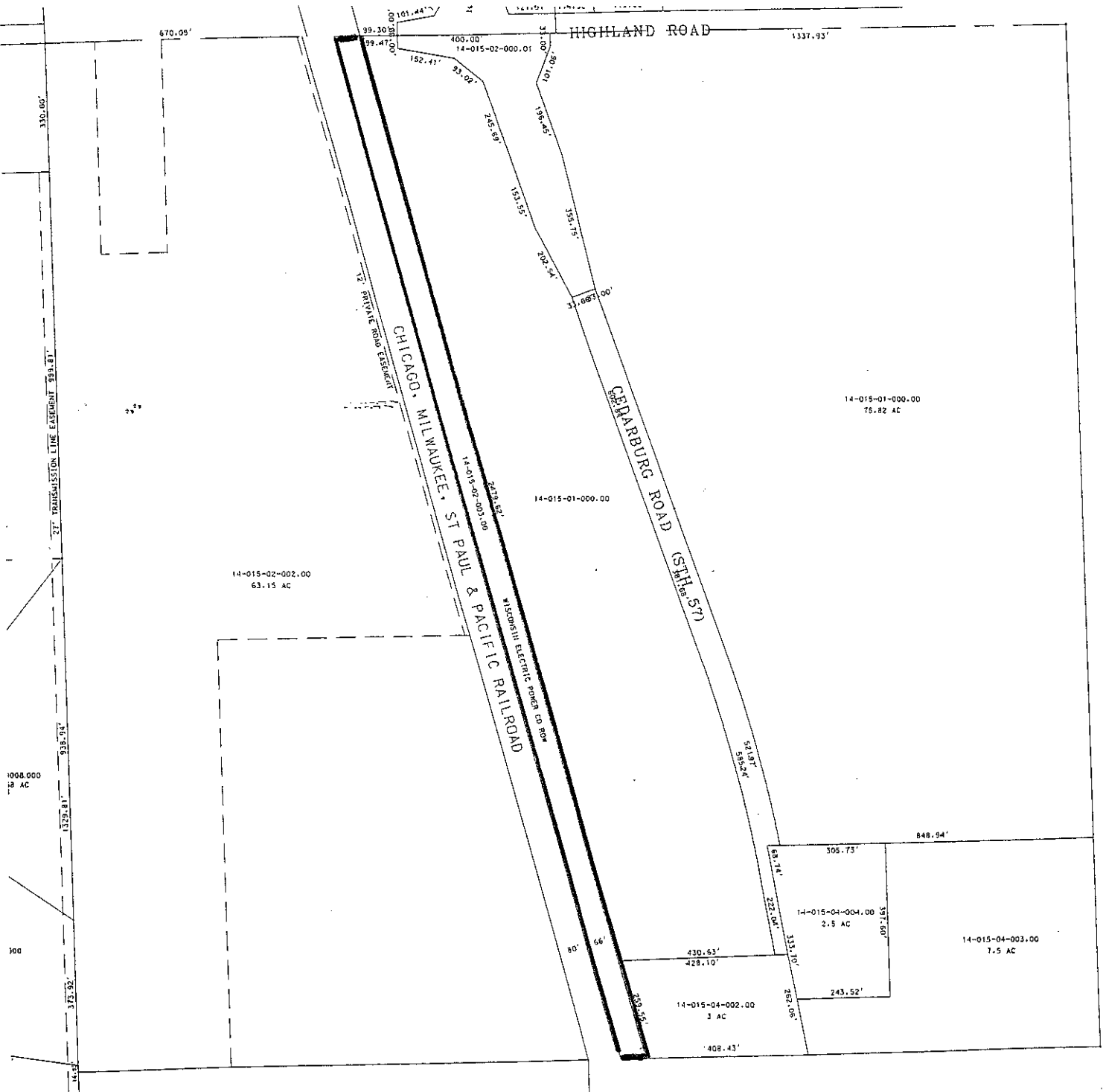


Exhibit "A"
Page 5 of 12

SE ¼ of Section 22, Town 9 North, Range 21 East

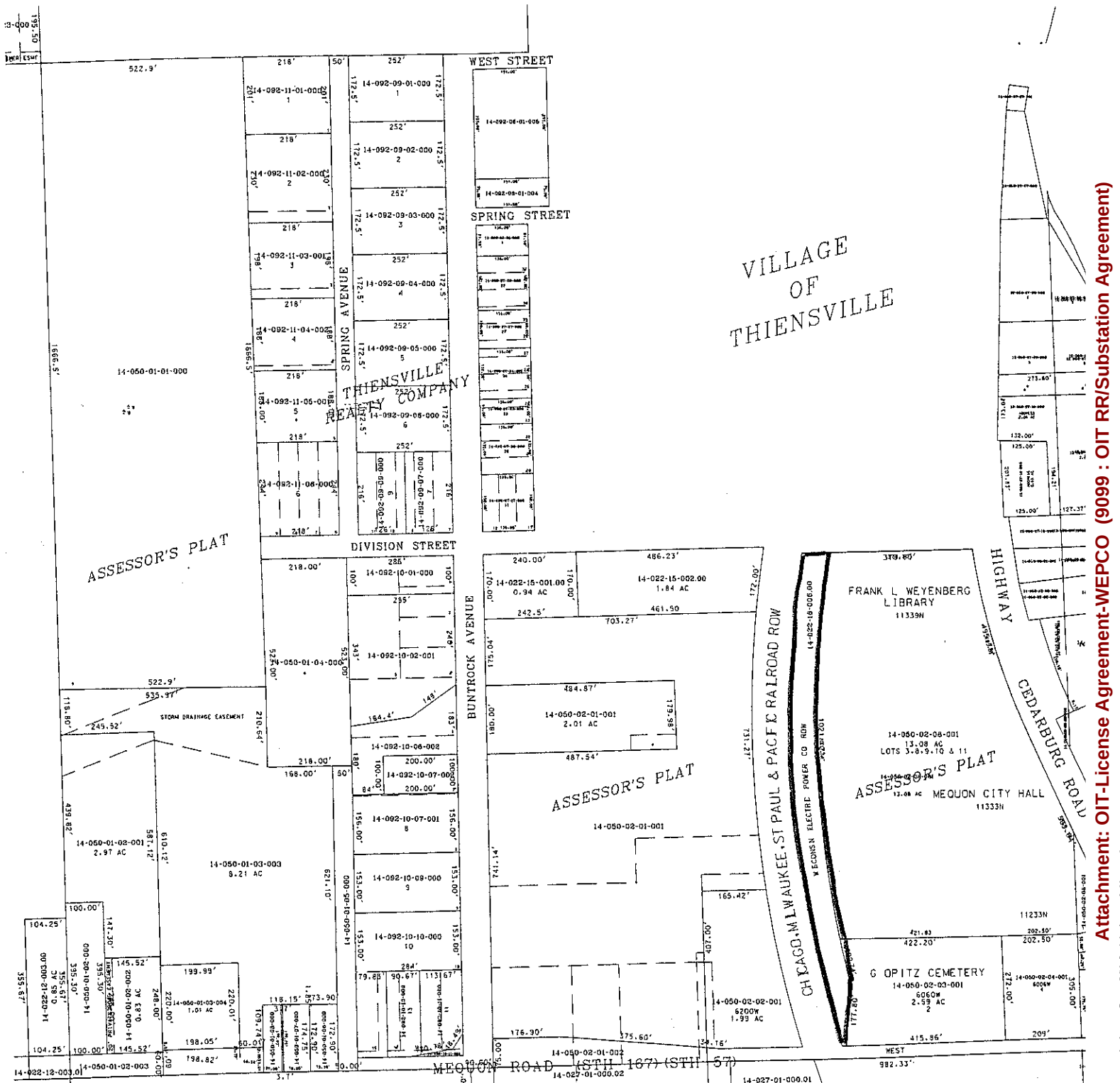
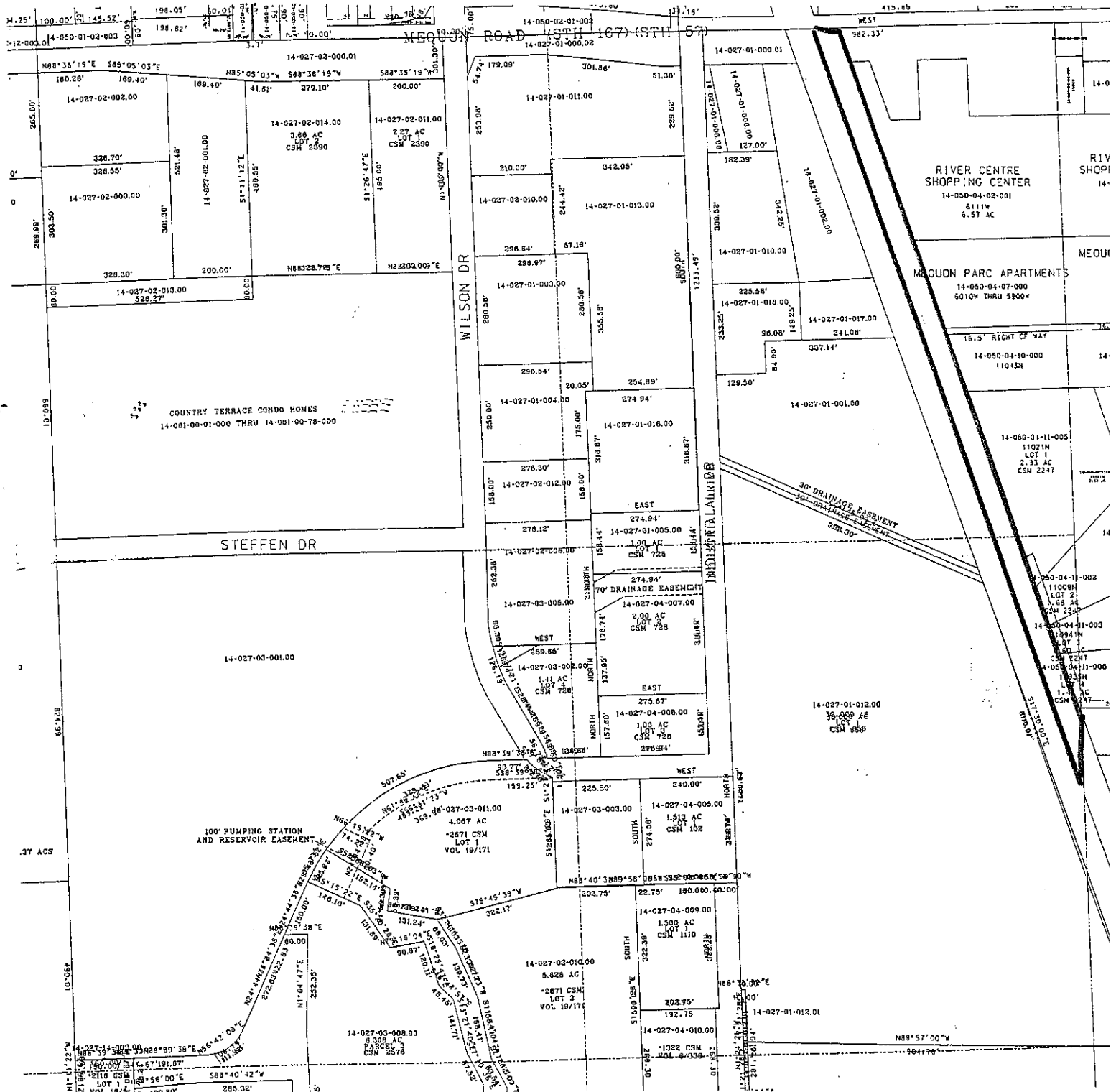


Exhibit "A"
Page 6 of 12

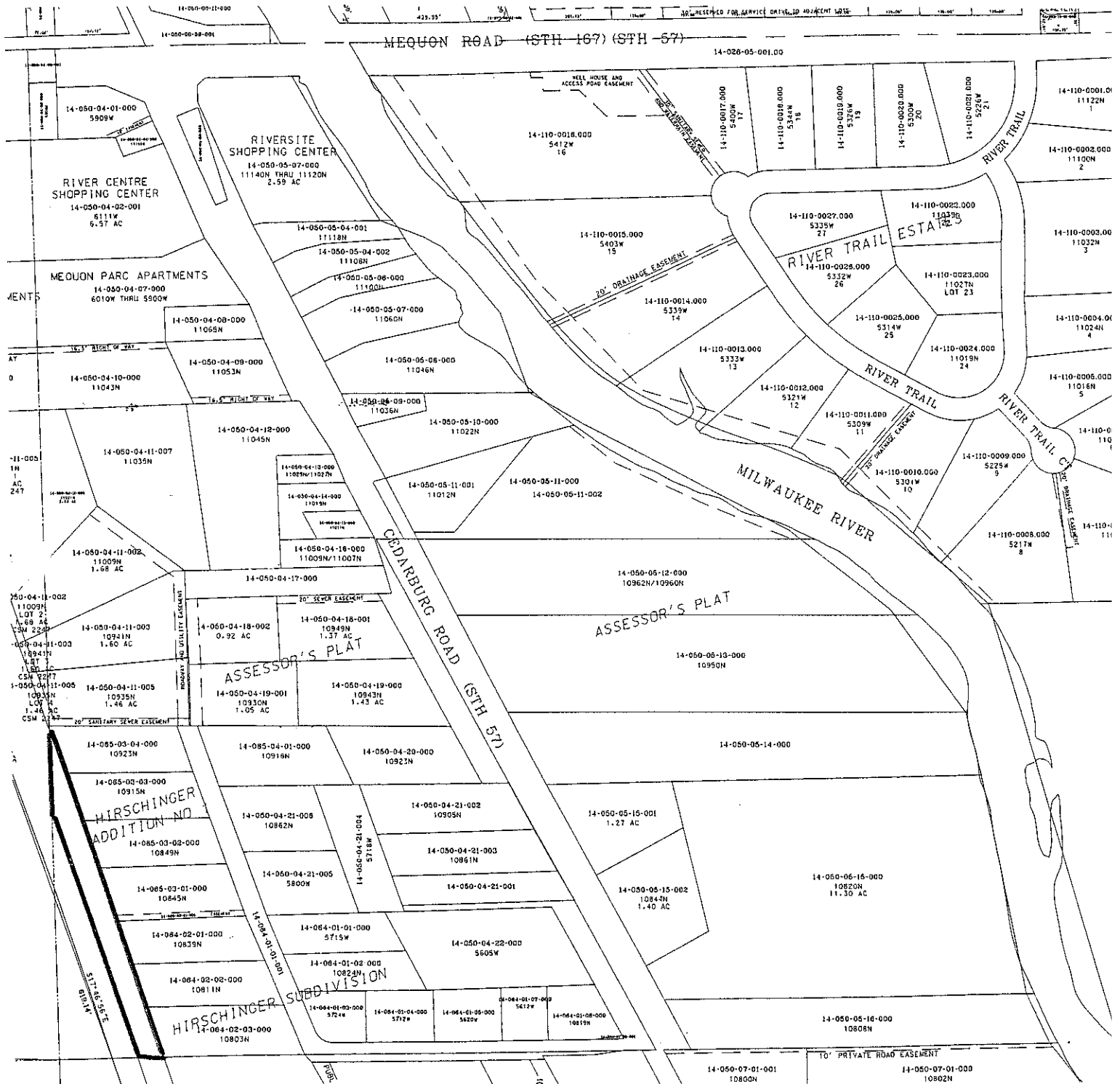
NE ¼ of Section 27, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
Page 7 of 12

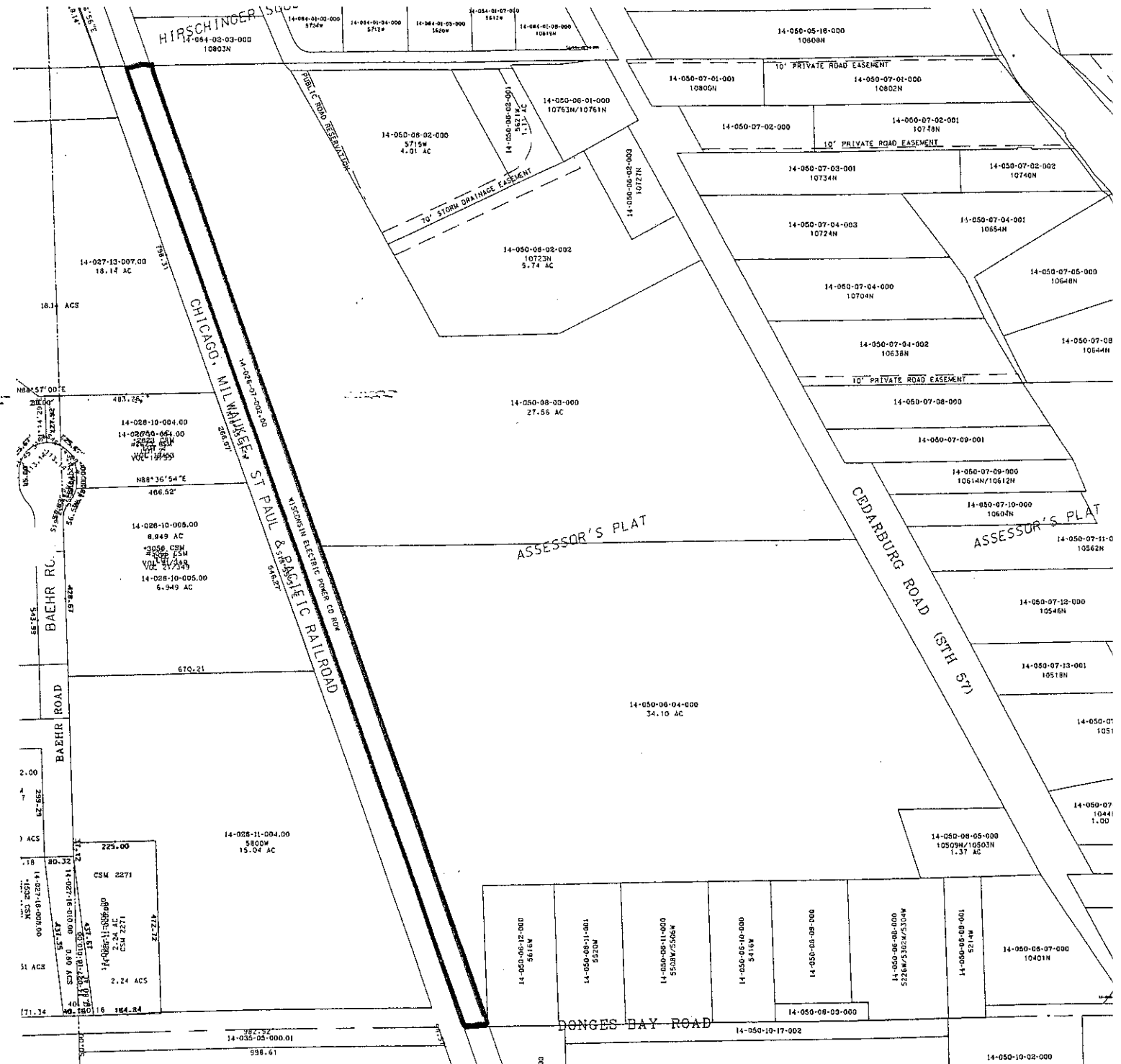
NW ¼ of Section 26, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
Page 8 of 12

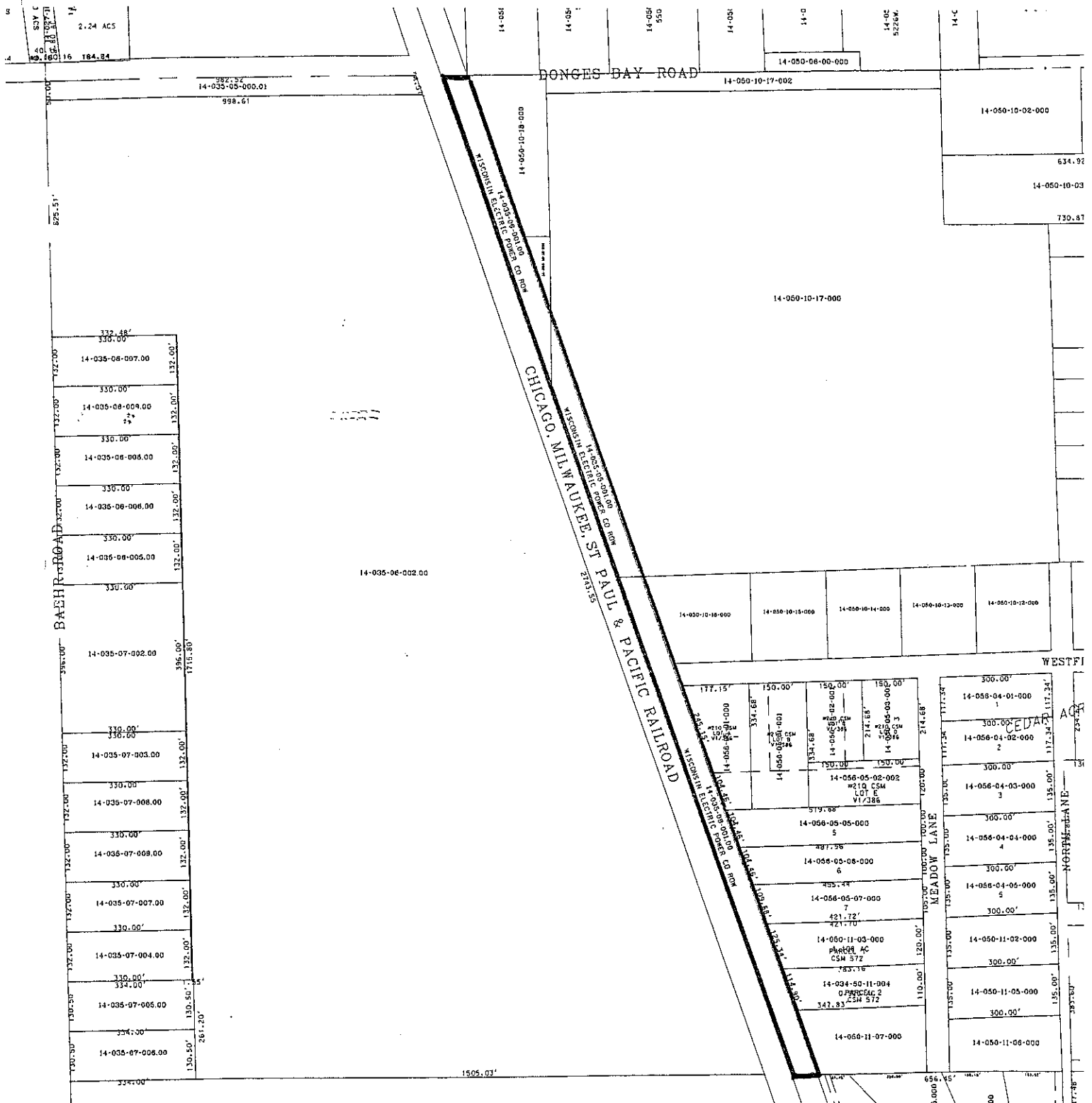
SW ¼ of Section 26, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
Page 9 of 12

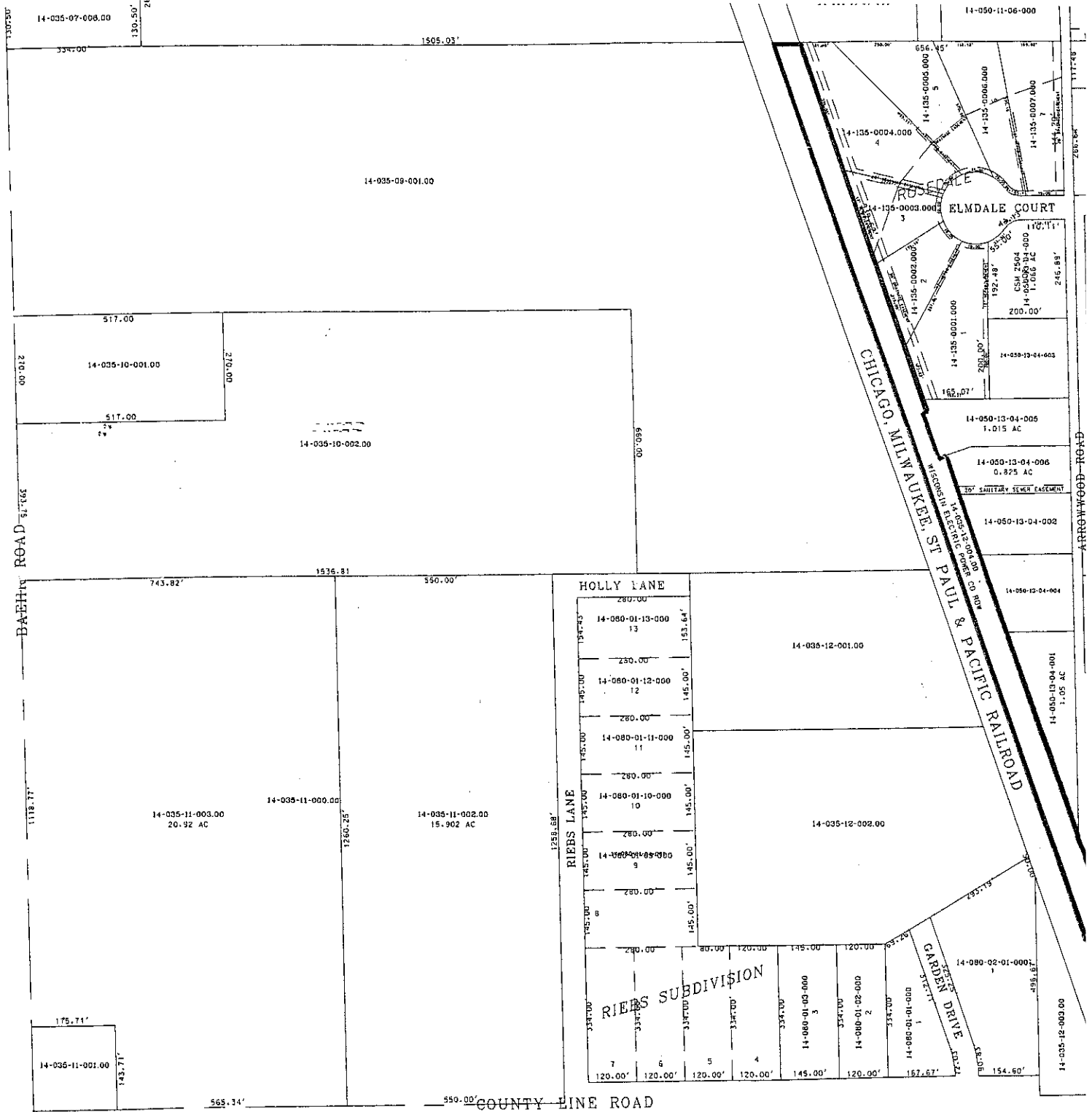
NW ¼ of Section 35, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
Page 10 of 12

SW ¼ of Section 35, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)

Exhibit "A"
Page 11 of 12

EXHIBIT B

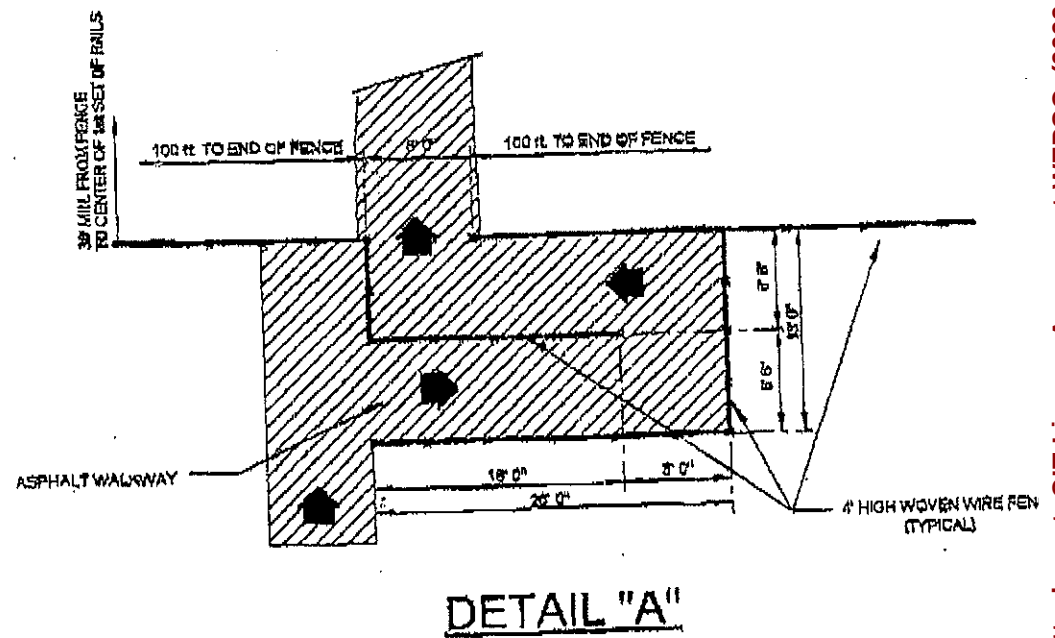
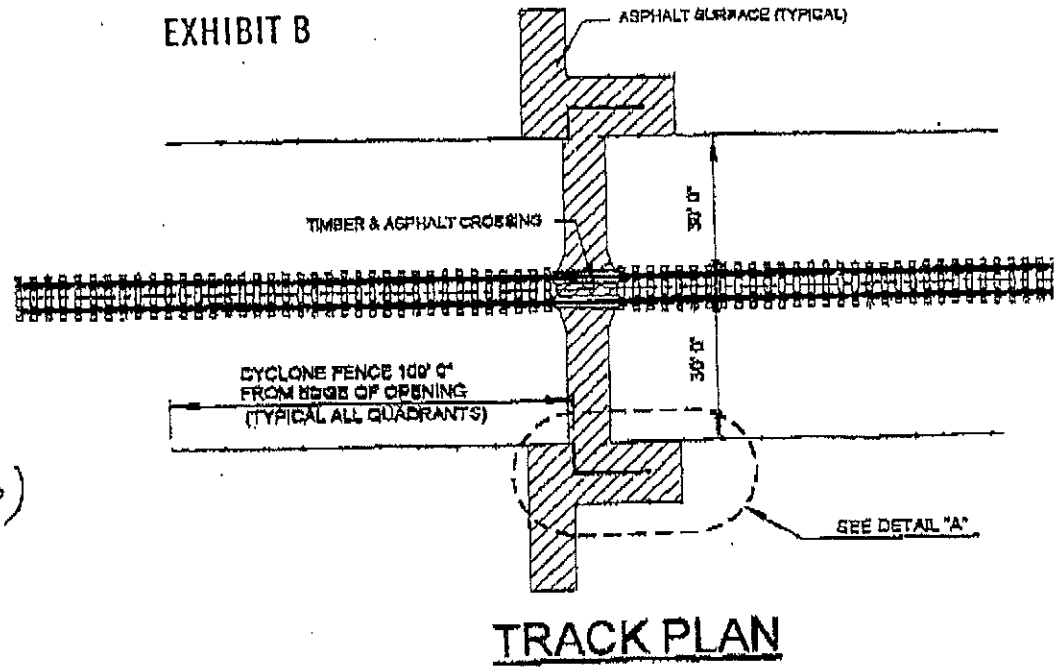


EXHIBIT B

OWNER
14, T.20N., R.17E.
NE ROD FOUND

ELECTRIC TRANSFORMER
AMERITECH PEDESTAL

EXISTING
CHAIN LINK FENCE

TRAIL EASEMENT ACROSS RAILROAD
AREA = 4240 sq. ft.

CENTRAL LTD.

INSIDE OF ABUTMENT TO

EXISTING BUILDING

NOTE:

261 LINEAL
INCLUDING

482 LINEAL
INCLUDING

Attachment: OIT-License Agreement-WEPCO (9099 : OIT RR/Substation Agreement)



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: February 8, 2024
SUBJECT: Possible March Bikeway Agenda Items

Background

Several items were requested to be discussed at an upcoming Bikeway meeting. This discussion item was created in order to give all Commissioners a chance to review the items prior to them appearing on the agenda.

Analysis

Generally, if Commissioners want to request an item be added to the agenda, they should follow one of the following procedures:

- Make a request during the meeting for a subsequent meeting
- Submit the request to the Chair

Please note that all agenda items must be accompanied by content, which must be included in the packet. Packets are generally generated the Thursday before the meeting. If the meeting is the second Thursday of the month, the packets would be generated the Thursday prior and all items would need to be submitted to the staff liaison a minimum of a week before, or ideally two weeks prior to the meeting. Please note that additional time may be required if the content requires staff to analyze or generate a memo.

For the March meeting, Commissioners may discuss the planned items and provide more detail on what is specifically requested for discussion. This will allow staff to prepare better reference material and allow the Commissioners to keep discussion on topic.

Staff will be adding the following item to the March Bikeway agenda:

- Final review of Master Plan Update RFP to be released in March 2024. This item will also include selecting a small interview committee, if needed.

The following items were requested for discussion:

- Review pamphlet on State and Municipal regulations of electric bikes.
- Update and review of existing and proposed off-road bike and pedestrian paths in Mequon, Thiensville, and surrounding communities.
- Establishment of procedure for Commission review of bicycle and pedestrian accidents occurring within Mequon and Thiensville.

Fiscal Impact

This item is for discussion only and carries no fiscal impact.

Recommendation

This item is for discussion only. Staff requests that specific direction is given for each item so that staff can prepare material appropriately.