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Mequon, WI 53092
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www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, March 14, 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. February 8 2024 Minutes
3. Discussion/Action Items
 - a. Planning Study RFP Scope of Services
 - b. Safety Concerns of the Ozaukee Interurban Trail Alignment near the We Energies Substation and Railroad
 - c. Update an Review of Existing and Proposed Off-Road Bike and Pedestrian Paths in Mequon, Thiensville, and Surrounding Communities
 - d. Electric Bike Regulation Discussion
 - e. Pedestrian and Bicycle Incidents in the City of Mequon
4. Other Business
5. 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, February 8, 2024
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

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

Absent:

Commissioner Rob Holyoke

Thiensville resident Alan H Siggelkow, at 204 Division St, was present. Also present were Thiensville Director of Community Services/Public Works LaFond, Mequon Assistant City Engineer McCraw, and Engineering Administrative Assistant Redeker.

2. Approval of Meeting Minutes

a. December 14, 2023 Minutes

Alan H Siggelkow, 204 Division St, Thiensville, was in attendance to present his concerns regarding pedestrian safety on Division St and the OIT crossing at Mequon Rd.

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

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

Attachment: 02-08-2024_Minutes (9199 : February 8 2024 Minutes)

3. Discussion/Action Items

a. Bikeway Master Plan Update Proposed Schedule

Assistant City Engineer McCraw updated the commission on the Master Plan and provided a proposed schedule for the next steps, listed in the agenda. Discussion ensued and commissioners determined that at the next meeting they would discuss and form a committee to interview potential consultants for the study. Resident Siggelkow spoke during this discussion item.

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

Commissioner Maciolek presented regarding possible placement of bicycle route signs in the Village of Thiensville used to direct bikes and pedestrians to and from the bike lane on River Rd to/from the OIT using Riverview Dr instead of Freistadt Rd.

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

Commissioners discussed the original agreement from the construction of the OIT railroad crossing near the WE Energies Substation, located between the OIT crossings at Highland Rd and Bonniwell Rd.

Commissioner Heinritz made a motion to explore possible design modifications to the existing maze fencing in order to improve safety for bikes and pedestrians navigating the maze. The motion was seconded by Commissioner Doornek. Chair Azinger opposed, all others were for. The motion passed.

RESULT: **Approved [5 to 1]**
MOVED BY: Commissioner Heinritz
SECONDED BY: Commissioner Doornek

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

d. Possible March Bikeway Agenda Items

The following agenda items were decided on for the March 14, 2024 meeting:

- Forming a committee to interview consultants for the Master Plan study.
- Bicycle and Pedestrian safety trends in recent years
- Current and potential laws regarding E-Bikes
- Off-road trail information

4. Adjourn

a. Motion to adjourn at 10:50 AM

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Commissioner Wade**SECONDED BY:** Commissioner Maciolek**AYES:** Maciolek, Azinger, Doornek, Heinritz, Liegeois, Wade

Respectfully Submitted,

Kaye Redeker

Attachment: 02-08-2024_Minutes (9199 : February 8 2024 Minutes)



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www.ci.mequon.wi.us

Office of Engineering

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: March 14, 2024
SUBJECT: Planning Study RFP Scope of Services

Background

This item is intended to review the scope of services for the RFP as well as evaluate the need for any additional tasks. Minor changes were recently added to incorporate the evaluation of signage and consideration for adjacent municipalities future connections.

Analysis

This agenda item specifically addresses the full scope of services for the RFP. City staff will work with WisDOT staff for approval of the contract after selection.

The Commission should select an interview and selection committee of three members in case an interview is needed.

All proposals are proposed to be due on Wednesday, April 10th, 2024. There is a regularly-scheduled Bikeway Commission meeting on Thursday, April 11th, 2024. Staff will distribute the proposals to the Commission as soon as they are received. If possible, Commissioners will be asked to complete a proposal evaluation form for the meeting the following day.

Fiscal Impact

The RFP and consultant selection process must follow a quality-based selection method, so that the consultant will be selected without knowledge of the fees. The fees will be negotiated with the consultant after a recommendation for selection is developed. There is no fiscal impact to open the RFP.

The City will need to confirm Thiensville's financial participation before the RFP is published. It is proposed that the Village will contribute 12% of the local cost and the City will contribute the remaining 88%.

Recommendation

Staff recommends that the Commission review and comment on the scope of services for the master plan update. If the Commission requests that any additional tasks should be added, it can be discussed. If technology allows, the document will be updated during the meeting.

Attachments:

2010 - 2030 Recommendations Update RFP DRAFT (3.8.24) (PDF)



REQUEST FOR PROPOSAL

JOINT MEQUON-THIENSVILLE BIKE & PEDESTRIAN WAY COMMISSION MASTER PLAN

March 15, 2024

The Joint Mequon-Thiensville Bike & Pedestrian Way Commission is seeking proposals from a select group of qualified consultants for the preparation of an update to 2010 to 2030 Recommendations.

This project will be partially funded using WisDOT Transportation Alternatives Program (TAP) funds.

Scope of Services:

Section 2, Division 11 of the City of Mequon Code of Ordinances governs the Joint Mequon-Thiensville Bike and Pedestrian Way Commission. The purpose of the commission is to advise the City of Mequon Common Council and the Village of Thiensville Village Board regarding the creation of, revisions to and implementation of a city and/or village-wide master plan for bike and pedestrian ways and trails accessible to bicyclists, pedestrians and participants in other silent sports.

In 2014, the City of Mequon and Village of Thiensville approved the 2010-2030 Recommendations document. Since 2014, the City of Mequon and Village of Thiensville have evolved, the demographics and population have changed, as have the needs of the pedestrians and bicyclists. The plan requires review for the existing needs of the various users, a projection of the needs for the future users, and identification of the projects associated with both.

The scope of the master plan exceeds the constraints of the volunteer commission. At a minimum, planning services should include the following items: review, update, revise, and bring new ideas for consideration of innovative new trends. The consultant should feel free to expand items as necessary in preparing the proposal. The scope generally follows the WisDOT *Wisconsin Bicycle Planning Guidance* document.

The Commission is a joint commission containing commissioners from both the City of Mequon and the Village of Thiensville (the Owner(s)). The proposal will be separated into two "project areas" since approvals for award are performed separately. Tasks will potentially be awarded for either the City of Mequon, the Village of Thiensville, or both.

Task 1 – Inventory Roadway Characteristics, Bike and Pedestrian way Conditions, Bicycle Use, and Crashes

The City of Mequon and Village of Thiensville inventory of bicycle and pedestrian infrastructure is incomplete and outdated. As a part of this task, the existing sidewalk, on road bicycle accommodations, off road paths and trails shall be documented for inclusion in GIS format (ESRI compatible). The attribute tables associated with each data set shall be defined by the Owner and populated by the consultant. The inventory shall include both publicly owned infrastructure and private infrastructure with public access and private infrastructure.

Where appropriate, complete facility use surveys identifying the number of users utilizing the existing infrastructure. Request reports for the previous 5 years regarding bicycle or pedestrian crashes or incidents from the Police Departments. Use this information in Task 2 and to make recommendations in Tasks 3 to 9.

Task 2 – Community Assessment

Complete a review of the inventory and identify both existing needs and project future needs based upon development and population growth. At a minimum, the task should include:

- Review existing legislation and documents governing requirements for pedestrian and bicycle users. Examples include but are not limited to: City of Mequon or Thiensville Code of Ordinances, Zoning Code, Zoning and Land Use Plan, Park and Open Space Plan and previous studies including the 2010-2030 Recommendations document.
- Include the results of previous surveys, which will be provided by the City or Village.
- Identification of safety concerns or issues within the existing inventory.
- Identification of industry standards that are not met by the existing legislation and documents.
- Identification of locations for interconnectivity or extension.
- Identification of redundancy where facilities should be eliminated.
- Identification of underutilized facilities and make recommendations for their life cycle.
- Classification of users to include E-bikes, rental bikes, and electric scooters.
- Identify any regulatory barriers in ordinances and City of Mequon Standard Specifications for Land Development to support of bicycle and pedestrian facilities.

Task 3 – Assist the Commission in Updating the Vision, Goals, Objectives, and Policies

Efforts to update the existing plan include, but are not limited to the following:

- Attend a kickoff meeting at the 1/12/2023 Joint Mequon-Thiensville Bike & Pedestrian Way Commission meeting.
- Compile feedback regarding the existing plan from the Joint Mequon-Thiensville Bike & Pedestrian Way Commission and City Staff to utilize for the updated document and to serve as the Citizen Committee Public Input.
- Utilize user group surveys previously conducted by the Joint Mequon-Thiensville Bike & Pedestrian Way Commission to serve as the Informal Public Input.
- Provide standardized survey questions for an online resident survey platform to serve as the Needs Assessment Survey Public Input. Survey questions shall be provided first in draft form to be approved by the Joint Mequon-Thiensville Bike & Pedestrian Way Commission and ultimately established in an online resident survey platform (i.e. SurveyMonkey) which includes analysis capabilities. Include question(s) on survey for identifying locations where facilities may have unsafe facilities but do not necessarily have a crash history.
- Work with the Joint Mequon-Thiensville Bike & Pedestrian Way Commission and Owner(s) to either update the existing plan or generate new goals and objectives which are specific, measurable, achievable, results-focused, and time-bound.
- Update the existing document, dated January 2014, or create a new document in conformance with the Wisconsin Bicycle Planning Guidance document published by the Wisconsin Department of Transportation.
- In the document update, streamline the format of the document to eliminate duplicity, consolidate information, and provide an easy to read, user-friendly plan.
- Present a draft document in a Public Meeting and subsequently to the Joint Mequon-Thiensville Bike & Pedestrian Way Commission to serve as the Public Meetings and Workshop Public Input.
- Attend Commission meetings as outlined and/or proposed. The Joint Mequon-Thiensville Bike & Pedestrian Way Commission typically meets on the second Thursday of each month.

- Please note that Task 3 will only need to be completed once if the project area contains both the City of Mequon and the Village of Thiensville.

Task 4A – Identify Bicycle Travel Corridors

- Indicate potential high-use travel corridors in the project area considering trip-generating areas
- Plot major trip generating centers such as schools, parks, commercial areas, and major employers
- Connect major trip generating centers with anticipated high use residential areas to indicate travel corridors
- Consider/evaluate connection with the Ozaukee Interurban Trail.
- Consider/evaluate connections to adjacent municipalities based on planning documents and adjacent facilities.
- Incorporate survey information in developing potential high-use travel corridors.
- Identify existing bicycle and pedestrian signage.

Task 4B – Bicycle and Pedestrian Volume Counts

- Collect bicycle and pedestrian volumetric data to determine volume at useful locations within the study area. The consultant may propose as few or as many locations as they feel are useful to the study. The Ozaukee Interurban Trail should not be counted.
- Incorporate data into developing travel corridors in Task 4A.

Task 5 – Evaluate and Select Specific Route Alternatives and Design Treatments

- Plan bicycle route system through identifying route alternatives and considering and selecting appropriate facility types.
- Identify arterial and collector streets unsuitable for bicycle travel, but that could be improved with additional bicycle and pedestrian facilities with relatively low constraints or ease of implementation. For example, sufficient right-of-way, reduction of tree removal, and low drainage work are considered more advantageous for bicycle and pedestrian facility retrofit locations.
- Identify where wayfinding signage is recommended for bicycle and pedestrian facilities. Recommend a signage type such as posted signs or pavement marking, if appropriate.
- Planning efforts should cover a 20-year period.

Task 6 – Prepare a Safety Component

- Evaluate historical bicycle and pedestrian crashes or incidents. The evaluation should indicate inadequacies in existing design elements and suggest planning and design changes to the locations where incidents are prevalent.
- Consider locations that may have unsafe facilities but do not necessarily have a crash history.
- Suggest opportunities for community education and enforcement improvements. Identify any regulatory barriers that prevent effective enforcement.
- Specifically indicate how and who should implement safety improvement strategies.
- Indicate where regulatory signage is recommended for bicycle and pedestrian facilities. Recommend a type of regulatory signage appropriate for each recommended location.

Task 7 – Evaluate the Finished Plan Against Pre-established Planning Criteria and Goals and Objectives

- Prepare an evaluation of the finished plan containing all recommendations and review the plan against the planning criteria and goals and objectives as indicated in previous tasks.
- Create a prioritized list of recommended capital projects. This could include phasing of projects. The recommendations should cover 20 years.

Task 8 – Operation and Maintenance Cost/Benefit Analysis

- Prepare an estimated implementation cost for each recommendation.
- Prepare an estimated operation and maintenance cost for each recommendation.
- Prepare an estimated life cycle cost for each recommendation.
- Recommend potential funding programs from agencies that could apply to implementation of recommended projects.
- Recommend any alternative funding options for capital improvement projects.

Task 9 – Impact Fee Evaluation

- Municipalities may charge impact fees per Wis. Stat. § 66.0617. If awarded, Task 9 would include an impact fee evaluation to determine if an impact fee applies based upon the study results and if so, the calculation of an appropriate impact fee for the City. The review should recommend a value for the fee.
- This task is only applicable to the City of Mequon.

Final Deliverables

- A final deliverable or planning report that documents the results of each task (as outlined in the Scope of Services), and should include high-resolution graphics, images, and maps to illustrate the recommendations and proposed network. The plan should be formatted with applicable subsections, easily searchable, with a logical organization framework. The final plan should be inviting and easy to read by all project stakeholders ranging from policy makers to members of the public. Maps should not be visually cluttered.
- GIS data (ESRI compatible) to coincide with final maps of existing and planned routes and facilities.
- The cost of the final deliverable shall be incidental to the tasks listed.
- Final delivery shall include six (6) bound hard copies, as well as a .pdf version and a compressed file, if required, for posting to the City's website.

Proposal Format

Consultants' proposals should include a brief resume of the firms' qualifications and a copy of a recently completed report in similar format. This project is utilizing federal funding, and the solicitation is using a Quality-Based Selection (QBS) process. Proposals shall include an introduction to the project team and qualifications, plan approach, similar projects, and proposed schedule.

Owner Reservation

The Owner reserves the right to reject any and all proposals and any or all of the Tasks. The Owner reserves the right to negotiate the terms of the contract, including the award amount and schedule, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the preferred proposer, the Owner may negotiate a contract with the next preferred Proposer. The proposal request does not commit the Owner to make an award or to pay any costs incurred in the preparation of the proposal. The proposals will become part of the Owner's files and are subject to open record laws.

Clarifications and Revisions

Proposer must examine the RFP documents carefully and before submitting a proposal may request from the City contact person(s) additional information or clarification by 12:00 P.M. CT on 4/5/2024. A Proposer's failure to request additional information or clarification shall preclude the Proposer from subsequently claiming any ambiguity, inconsistency, or error. The City will issue responses to inquiries and

any other corrections or amendments it deems necessary in written addendum prior to the Proposal due date. Proposers should rely only on the representations, statements or explanations that are contained in this RFP and the written addendum to this RFP. Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

If questions and comments warrant, the City will hold a placeholder preproposal meeting at 10:30 A.M CT on 4/5/2024.

It is the Proposer's responsibility to assure receipt of all addenda. The City will post any addenda and clarifications online at www.ci.mequon.wi.us under Bids and RFPs. Upon posting, such addenda shall become part of the RFP and binding on Proposer(s). All addenda and clarifications will be posted no later than 4/8/2024.

Proposal Submittal

Consultants must submit their proposals to the City of Mequon Engineering Department by **1:00 P.M. CT on 4/10/2024**. Please provide 3 proposal hard copies and one example report. An electronic version of the proposal and report shall be emailed to engineering@ci.mequon.wi.us. Consultant selection will be based on quality of proposal, qualifications of the design team, and proposed schedule to complete the work. The Owner may interview select consultants as part of the review process. All proposals must remain firm and may not be withdrawn for a period of ninety (90) days after the submittal deadline.

Project Schedule

The schedule shall adhere to the following:

	RFP issued
	Deadline for RFP questions and clarifications
	Pre-Proposal Meeting
	Proposals due to City Staff
	Proposals provided to review team for scoring
	Review Team Proposal Scoring Complete, due to Cole McCraw by 12:00 pm/PM – Schedule Interviews
	Consultant Interviews
	Final Consultant Selection at Commission Meeting
	Commission Recommendation for Contract Award
	Contract Award consideration at Mequon Common Council
	Contract Award consideration at Thiensville Village Board
	Mequon Notice of Award
	Project Kick-off Meeting/Commission Meeting
To be proposed	Issuance of Draft Plan
To be proposed	Commission Review of Draft Plan
To be proposed	Issuance of Final Plan
Fall/Winter 2024 unless otherwise proposed	Commission Approval of Final Plan
Council Meeting following Commission Approval	Common Council / Public Works (City of Mequon) Approval of Final Plan
TBD	Village Approval of Final Plan

Thank you for your interest in this project, and feel free to call 262-236-2957 to discuss the scope of work.

Sincerely,



City of Mequon
Cole McCraw
Assistant City Engineer

References

Wisconsin Department of Transportation. (June 2003). *Wisconsin Bicycle Planning Guidance*. Retrieved from <https://wisconsin.gov/Documents/projects/multimodal/bike/guidance.pdf>



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Office of Engineering

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: March 14, 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, and in February of 2024.

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. For reference, the agreements are attached relating to the crossing.

In February, the Commission suggested that they intend to proceed with evaluating improvements at the crossing location.

City staff has contacts with the Office of the Commissioner of Railroads (OCR). The Commission can determine if they would like to draft a letter to OCR to inquire about the crossing.

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.b.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 (9197 : OIT RR/Substation Crossing)

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 *Paul Zygmunt*By *Douglas J. Guthrie*Title *CITY ADMINISTRATOR*Title *Dir. Engr.*Date *5-2*, 20*03*Date *April 17*, 20*03*

CITY OF MEQUON

DEPARTMENT OF TRANSPORTATION

By _____

By *[Signature]*
Contracts Manager

Title _____

Date _____, 20____

Date *6/11*, 20*03*

CITY OF MEQUON

By _____

APPROVED *6-09*, 20*03*

Title _____

Date _____, 20____

JIM DOYLE

Governor of Wisconsin

CITY OF MEQUON

By _____

Title _____

Date _____, 20____

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9197 : OIT RR/Substation Crossing)

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

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9197 : OIT RR/Substation Crossing)

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 (9197 : OIT RR/Substation Crossing)



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 (9197 : OIT RR/Substation Crossing)

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		\$3,964
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

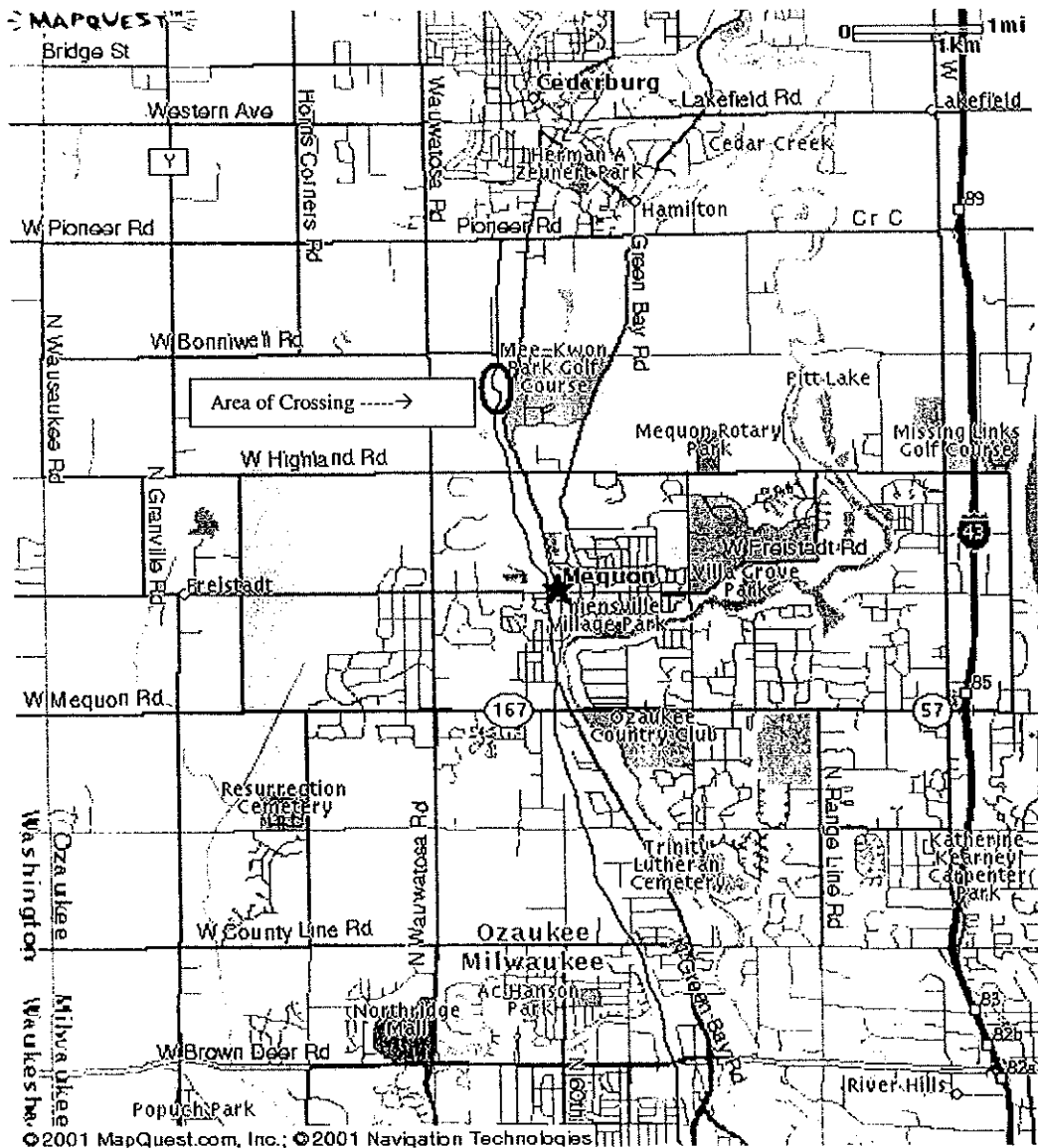
Estimate prepared by Office of
the Division Engineer
Wisconsin Central Divn of
Canadian National RR
Stevens Point, WI.
November 26, 2002

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9197 : OIT RR/Substation Crossing)

EXHIBIT C

Project Location Map

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



© 2001 MapQuest.com, Inc.; © 2001 Navigation Technologies

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9197 : OIT RR/Substation Crossing)

EXHIBIT D

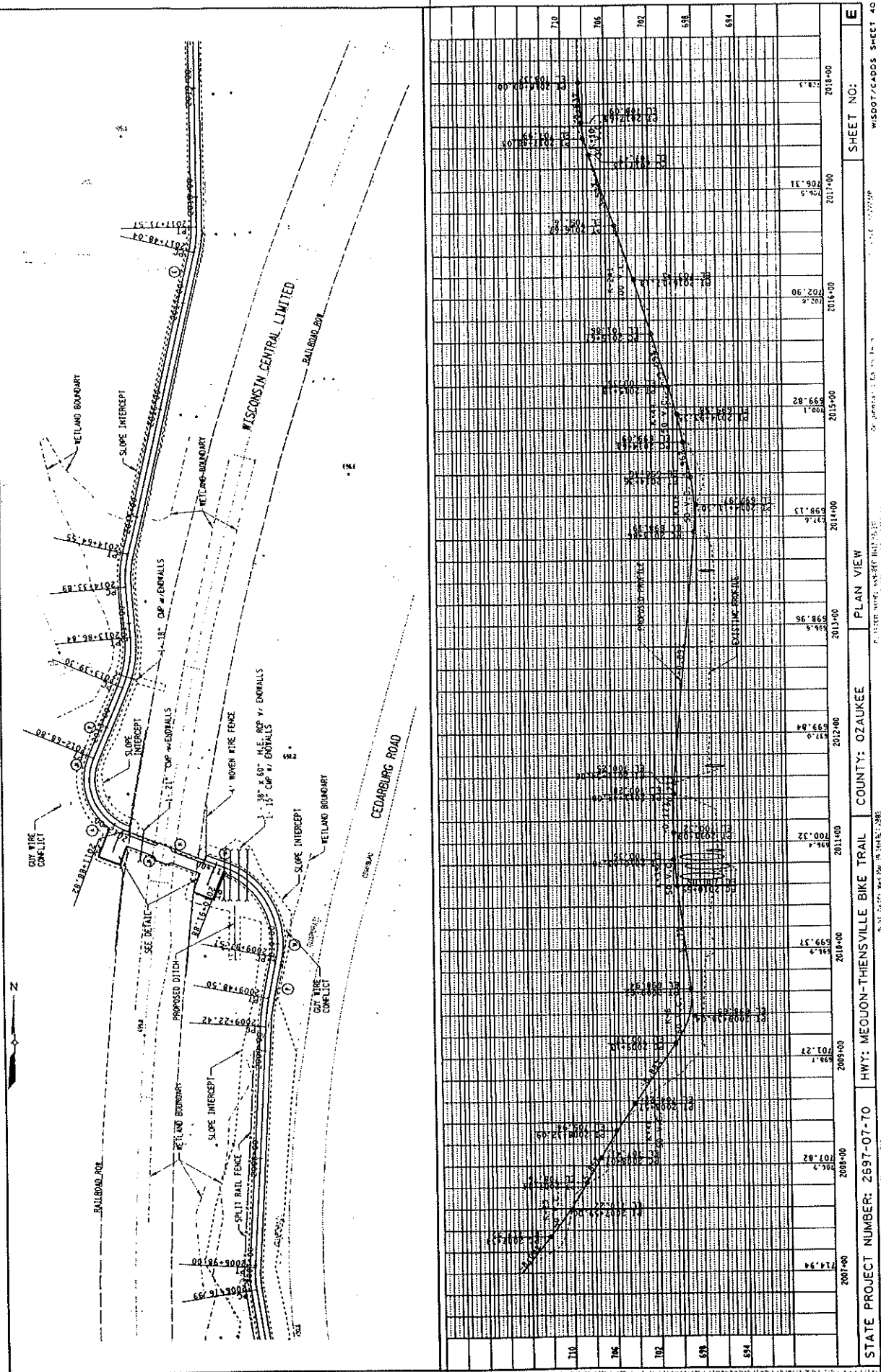
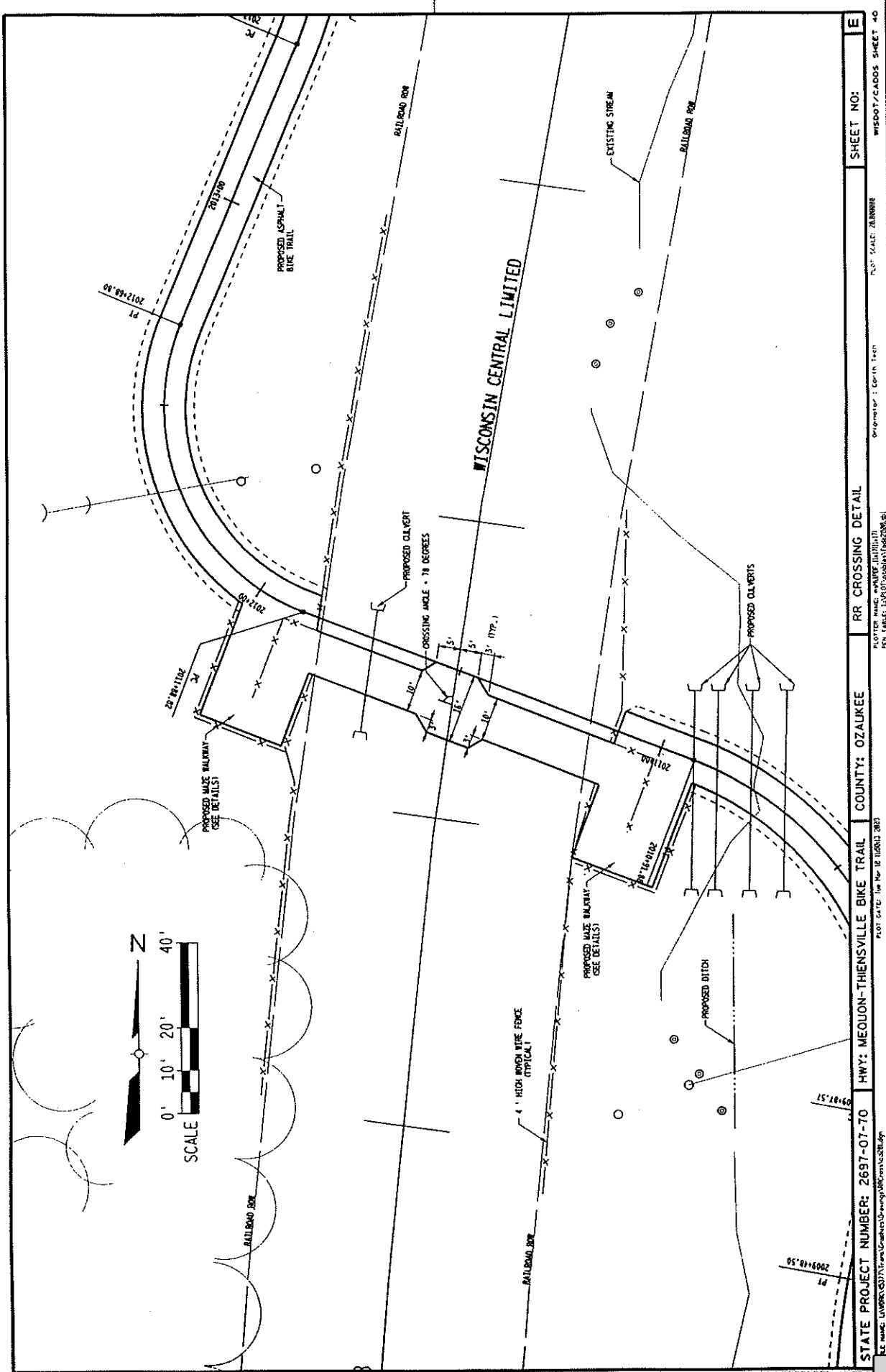


EXHIBIT E

Attachment: Agreement for Hwy-RR Grade Crossing Surface (9197 : OIT RR/Substation Crossing)



SIGN LEGEND

STOP
R-1
18" x 18"
(A)

YIELD
R-2
24" x 24" x 24"
(C)

BIKE ROUTE
R-10
18" x 18"
(B)

NO MOTOR VEHICLES
R-5-3
24" x 24"
(E)

BIKE ROUTE
R-11
30" x 30"
(D)

BIKE ROUTE
R-12
18" x 18"
(F)

END
M-2
24" x 6"
(G)

BIKE ROUTE
D-1
24" x 18"
(H)

BIKE ROUTE
M-1
24" x 6"
(I)

BIKE ROUTE
D-1
24" x 18"
(J)

BIKE ROUTE
D-1
24" x 18"
(K)

BIKE ROUTE
D-1
24" x 18"
(L)

BIKE ROUTE
M-1
12" x 9"
(U)

BIKE ROUTE
M-2
12" x 9"
(T)

BIKE ROUTE
M-3
12" x 9"
(S)

BIKE ROUTE
M-4
12" x 9"
(R)

BIKE ROUTE
M-5
12" x 9"
(Q)

BIKE ROUTE
M-6
12" x 9"
(P)

BIKE ROUTE
M-7
12" x 9"
(N)

BIKE ROUTE
M-8
12" x 9"
(M)

BIKE ROUTE
M-9
12" x 9"
(L)

GENERAL SIGNING NOTES
1. ALL SIGNS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

STATE PROJECT NUMBER: 2697-07-70	COUNTY: OZAUKEE	Hwy: MEQUON-THIENSVILLE BIKE TRAIL	SHEET NO: 6	SHEET 40
DATE: 11/11/2011 DRAWN BY: J. L. HARRIS CHECKED BY: J. L. HARRIS SCALE: 1/8" = 1'-0"				

EXHIBIT G

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 Szymborski
Lee Szymborski, 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



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



Exhibit "A"
Page 1 of 12

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



Exhibit "A"
Page 3 of 12

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

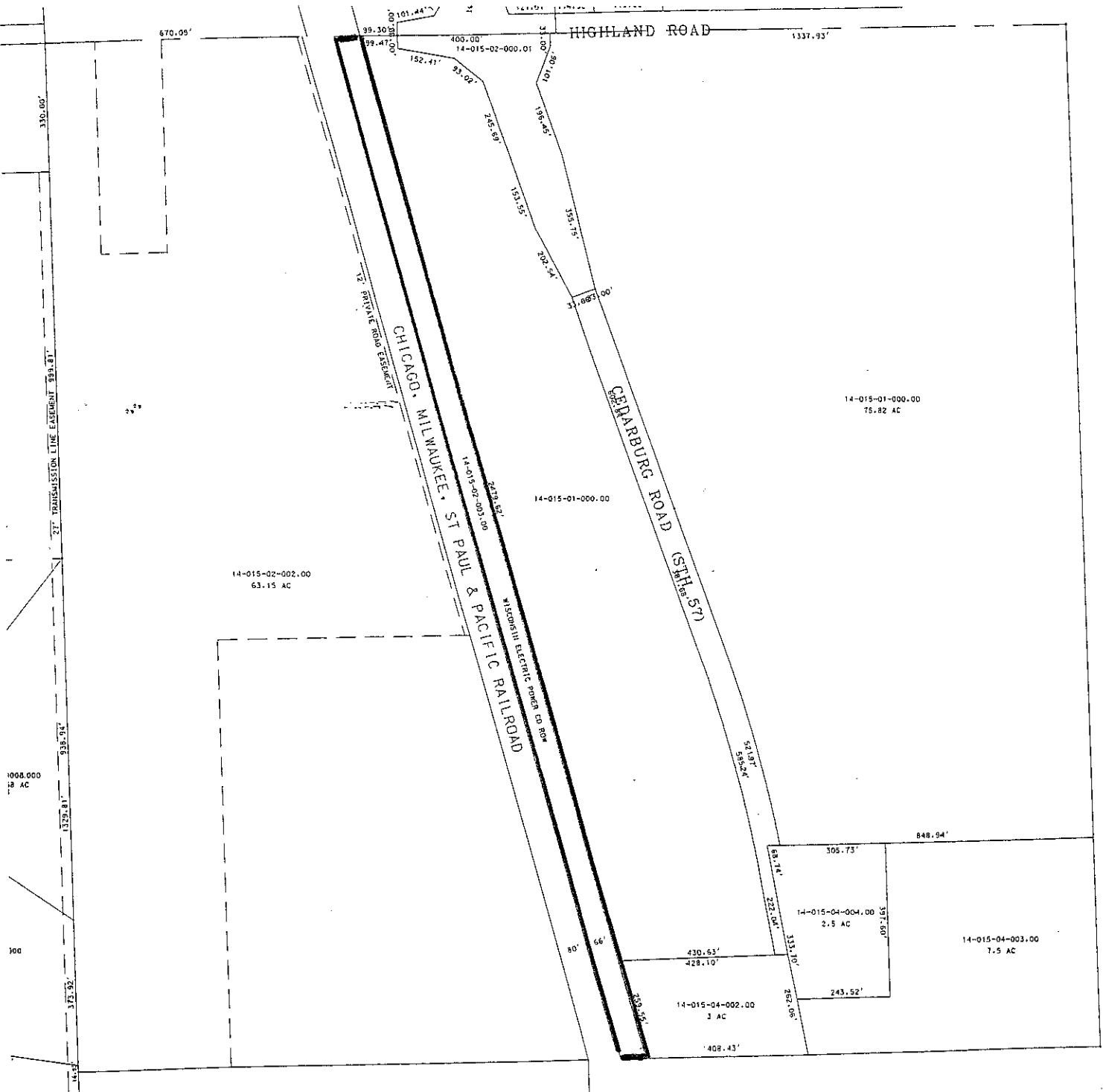


Exhibit "A"
Page 5 of 12

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

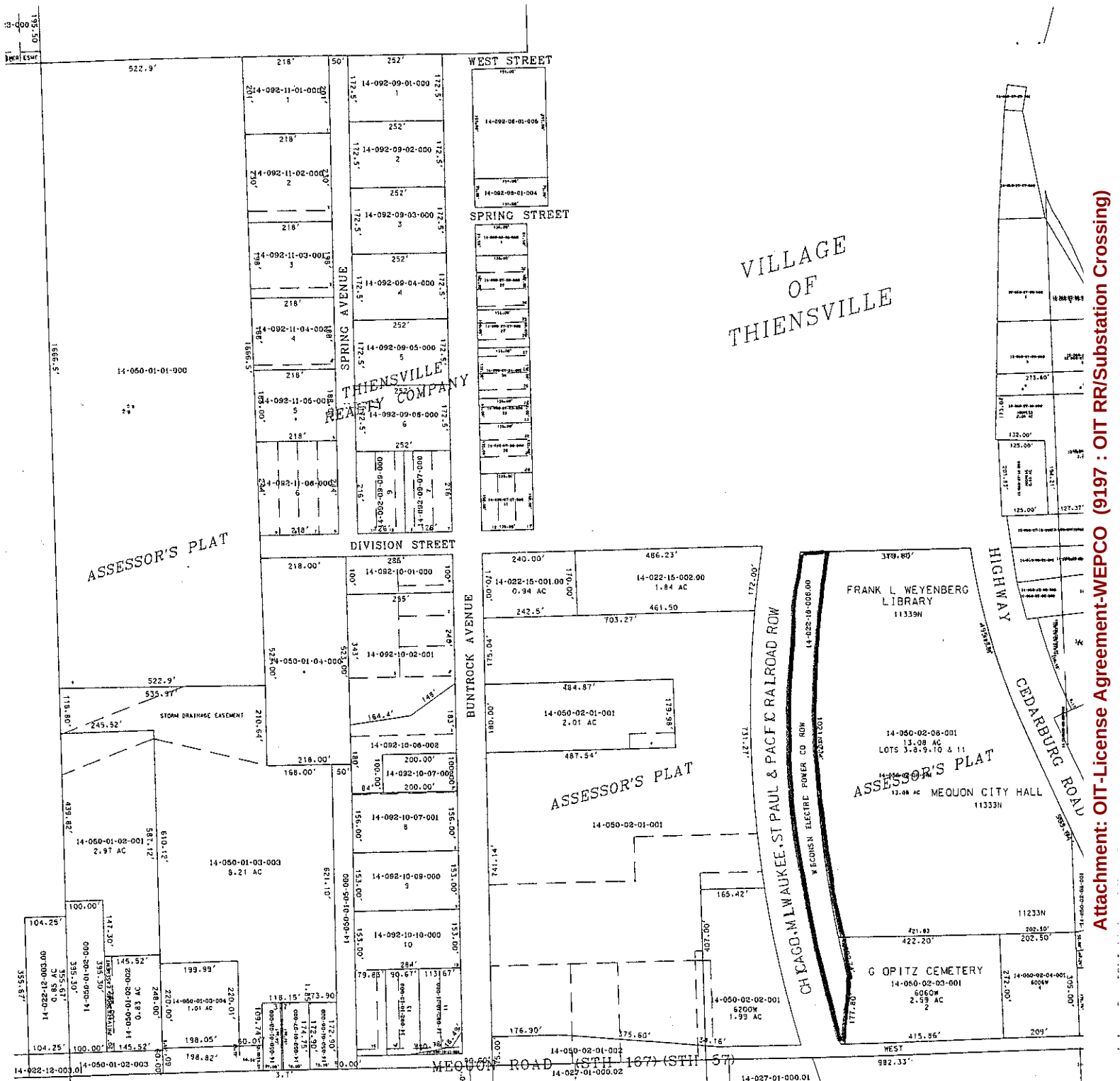
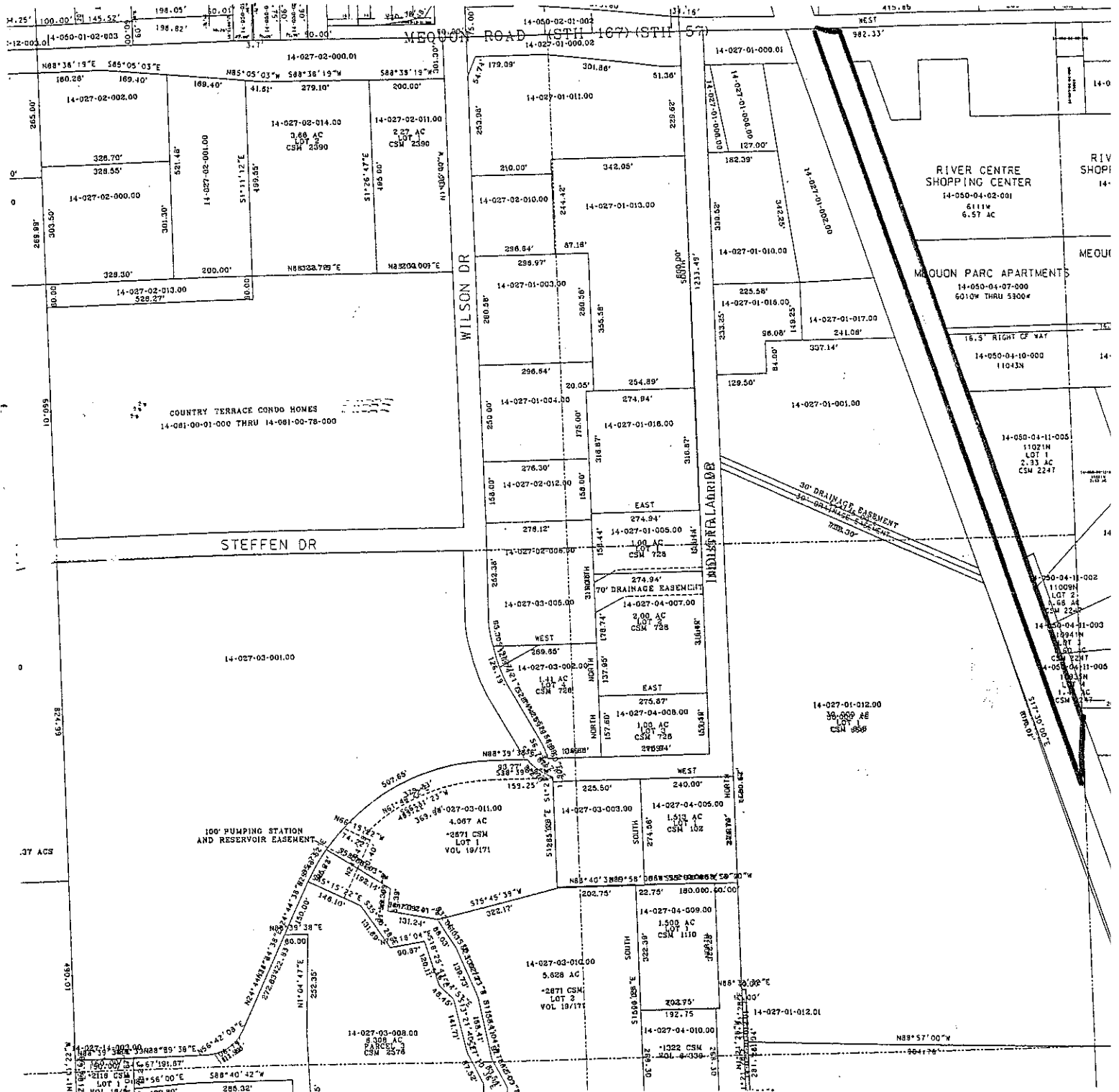


Exhibit "A"
Page 6 of 12

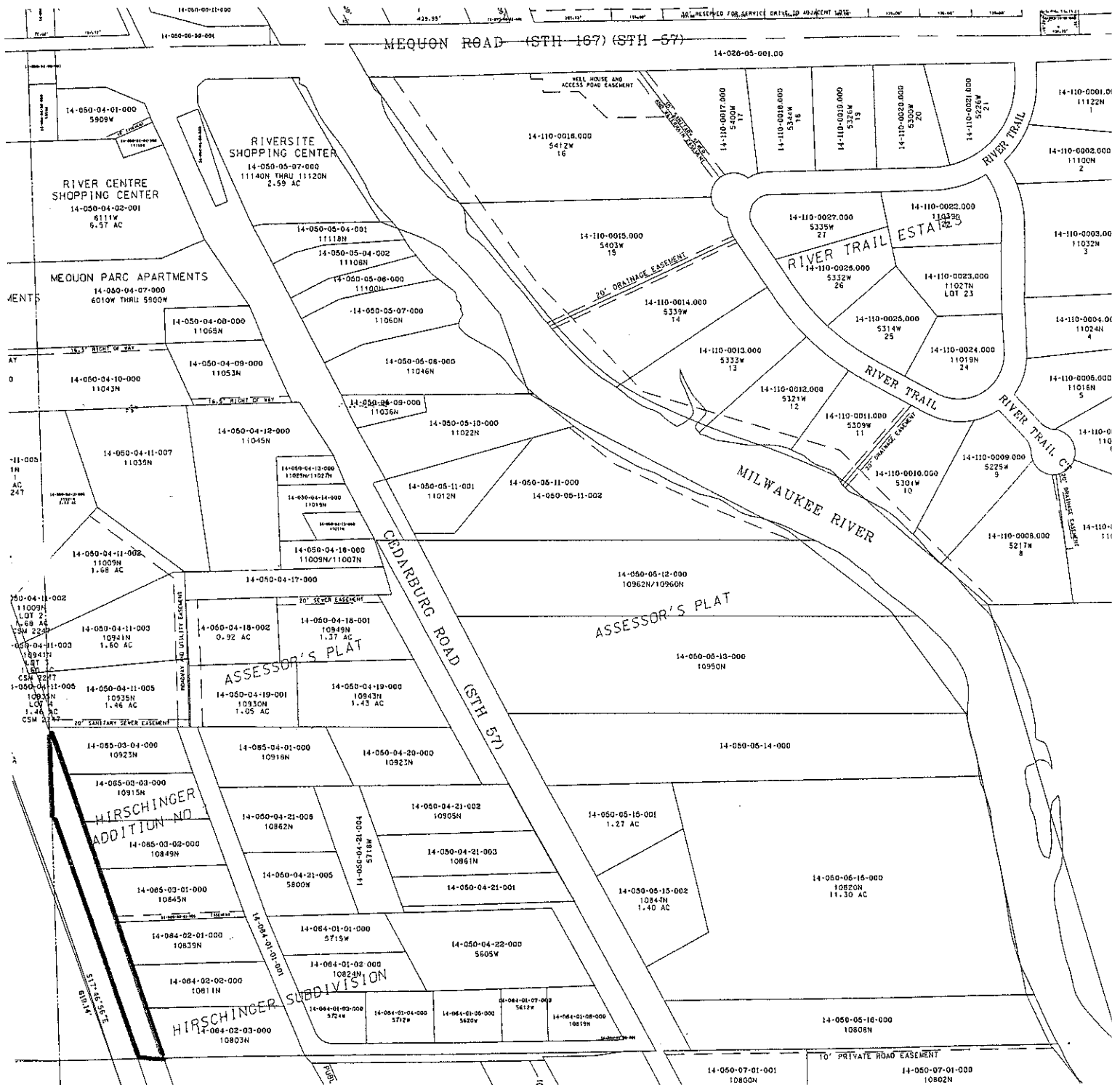
NE ¼ of Section 27, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9197 : OIT RR/Substation Crossing)

Exhibit "A"
Page 7 of 12

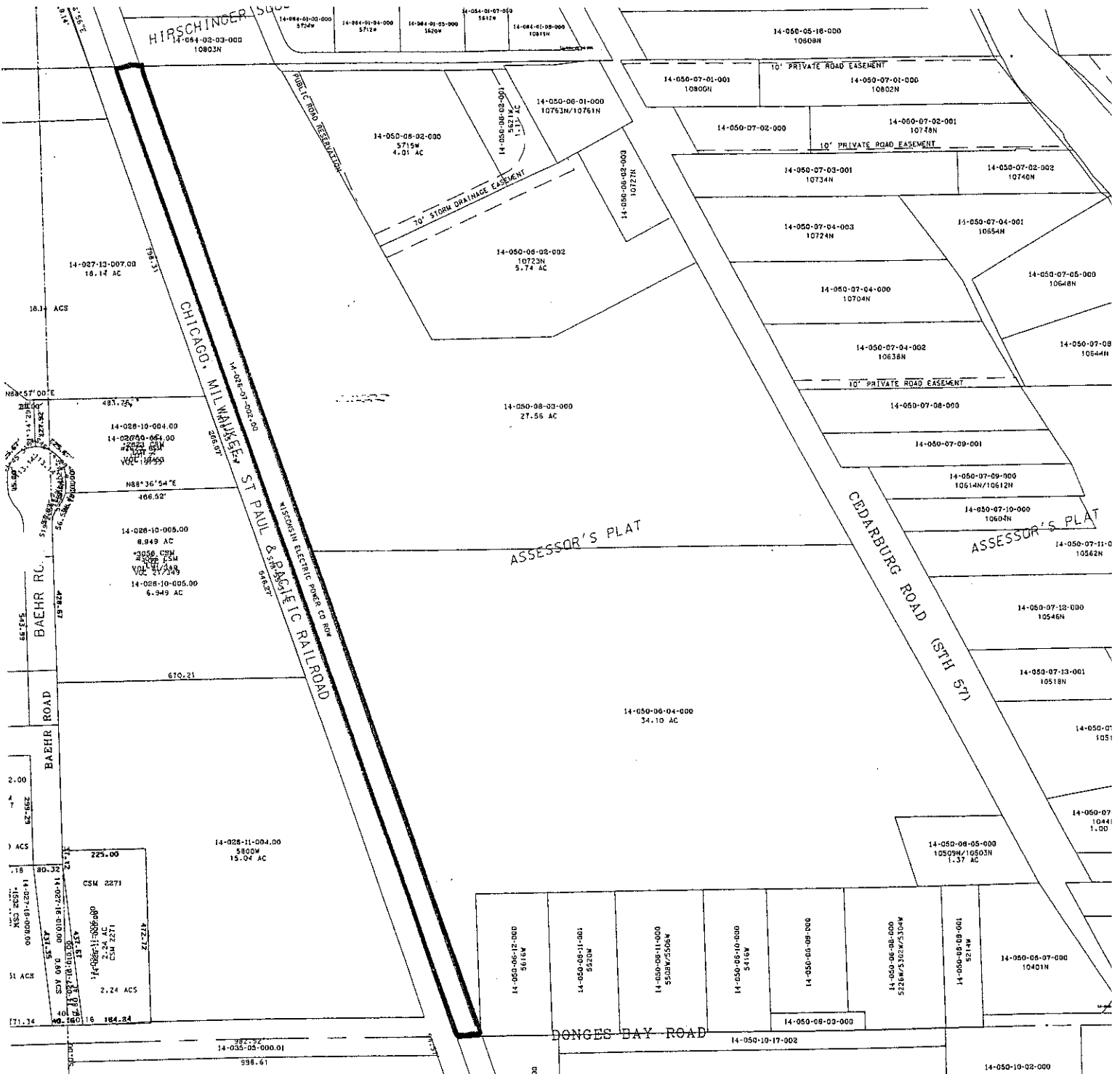
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Attachment: OIT-License Agreement-WEPCO (9197 : OIT RR/Substation Crossing)

Exhibit "A"
Page 8 of 12

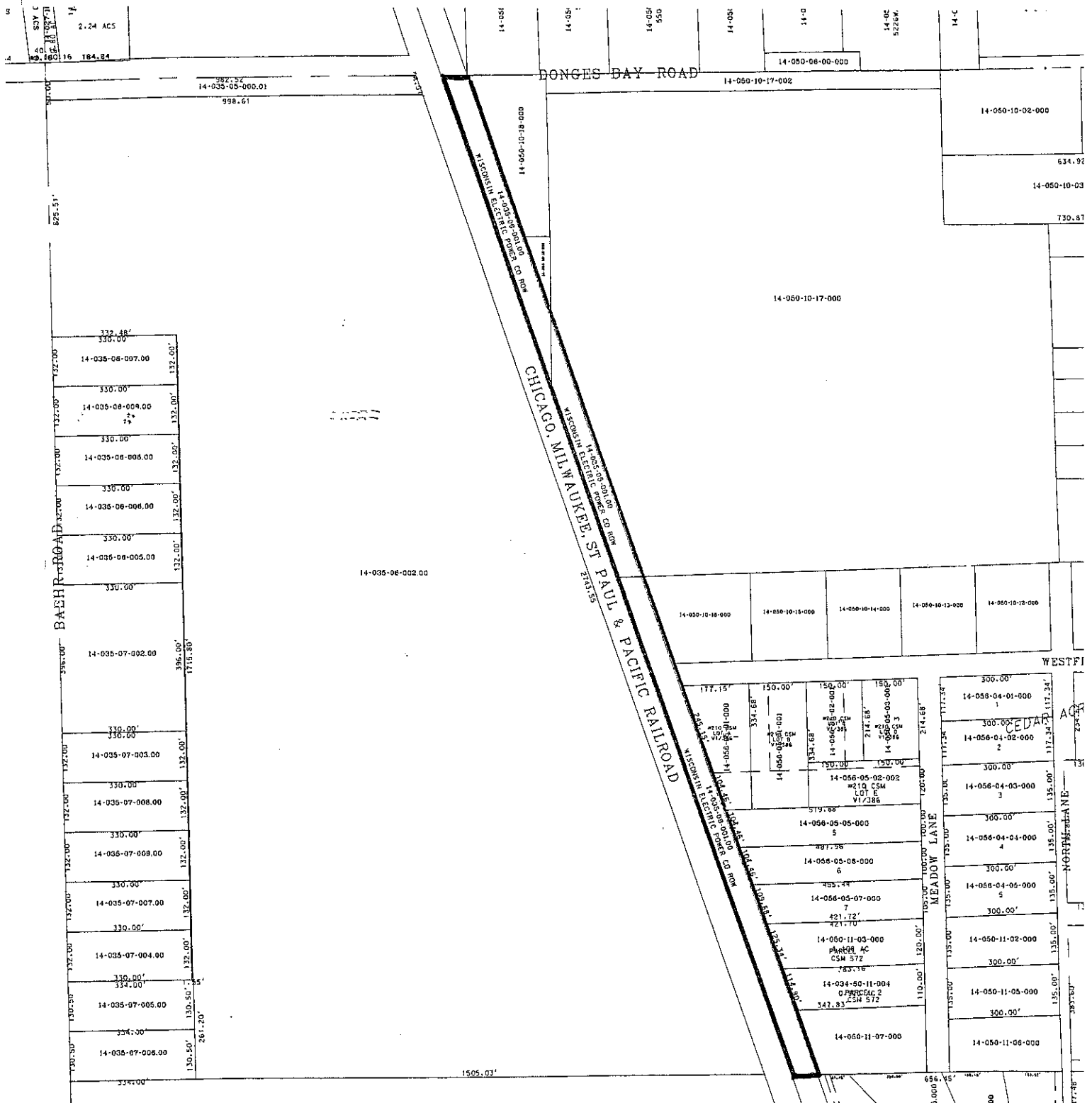
SW ¼ of Section 26, Town 9 North, Range 21 East



Attachment: OIT-License Agreement-WEPCO (9197 : OIT RR/Substation Crossing)

Exhibit "A"
Page 9 of 12

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



Attachment: OIT-License Agreement-WEPCO (9197 : OIT RR/Substation Crossing)

Exhibit "A"
Page 10 of 12

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

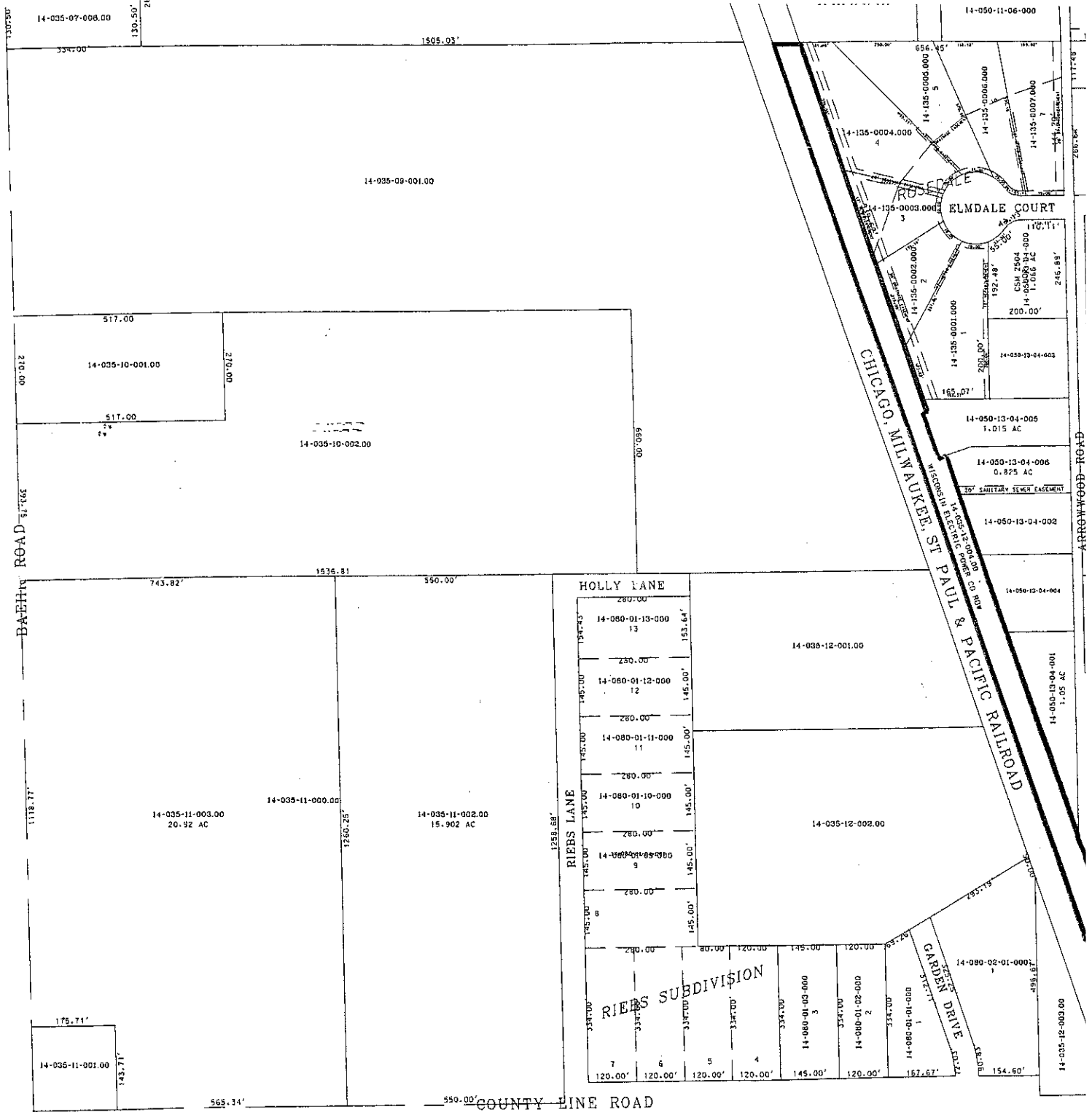


Exhibit "A"
Page 11 of 12

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



Attachment: OIT-License Agreement-WEPCO (9197 : OIT RR/Substation Crossing)

Exhibit "A"
Page 12 of 12

EXHIBIT B

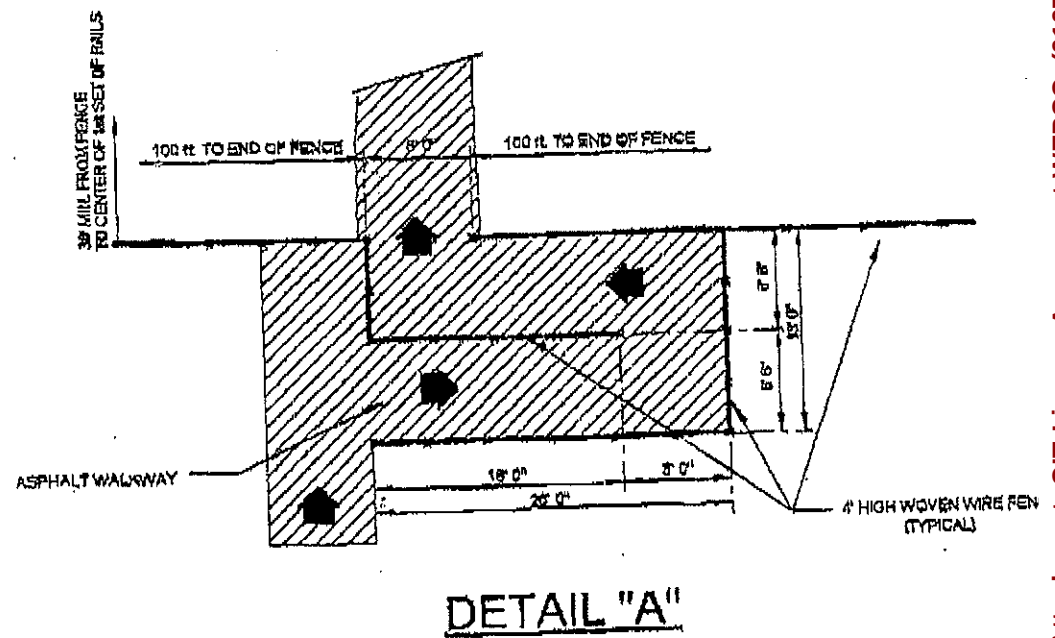
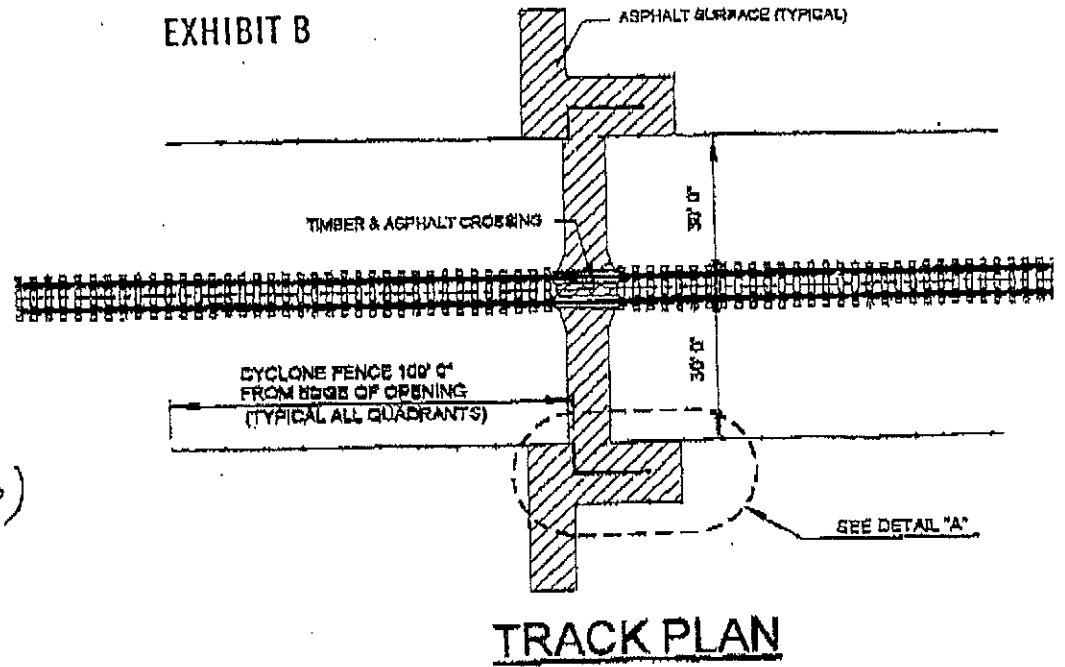


EXHIBIT B

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 (9197 : OIT RR/Substation Crossing)



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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: March 14, 2024
SUBJECT: Update an Review of Existing and Proposed Off-Road Bike and Pedestrian Paths in Mequon, Thiensville, and Surrounding Communities

Background

Commissioners requested that this agenda item be added for discussion. There are several attachments included in the packet.

Analysis

The Commission did not provide a specific discussion topic for this item. This item is for informational purposes.

Fiscal Impact

This item is for discussion only and does not carry a fiscal impact.

Recommendation

This item is for discussion only.

Attachments:

Bikeway attachment reduced (PDF)

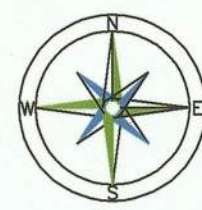


11333 N. Cedarburg Road 60W
Mequon, Wisconsin 53092
(262) 242-3100

- Off Road Trail
- Paved Shoulder > or = 5ft.
- Paved Shoulder = 4ft.
- Paved Shoulder > 1 to < 4ft.
- Road Suitable For Biking
- Sidewalk Suitable For Biking
- Trail/Path

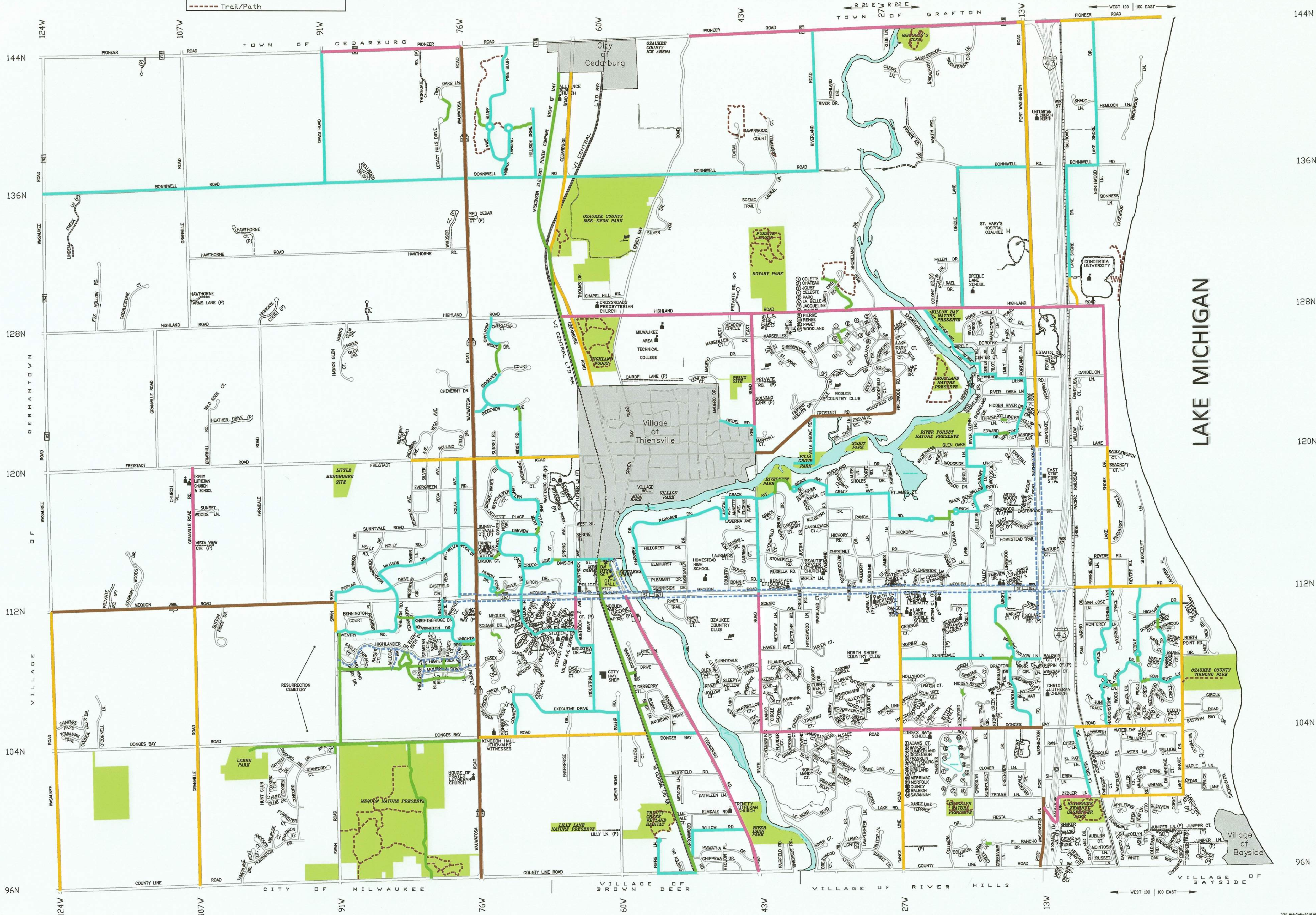
CITY OF MEQUON

0 660 1320 2640 5280 10560 Feet
0 1/8 1/4 1/2 1 2 Miles



0 660 1320 2640 5280 Feet
0 1/8 1/4 1/2 1 Mile

- H HOSPITAL
- S SCHOOL
- C CHURCH
- S SYNAGOGUE
- G GOLF COURSE
- P PRIVATE ROAD
- INTERSTATE HIGHWAY
- STATE TRUNK HIGHWAY
- COUNTY TRUNK HIGHWAY
- MEQUON CITY HALL
- LATITUDE: 43° 13' 24" N
- LONGITUDE: 87° 59' 03" W



Attachment: Bikeway attachment reduced (9195 : Review of proposed trail connections)

Mequon Road

East of Port Washington Road, a sidewalk on the south side goes under the I-43 overpass but then comes to an abrupt stop at a ditch. We recommend the transition of the sidewalk to 4' bike lanes on both south and north sides of Mequon Road, over the railroad tracks and continuing to Lake Shore Drive. This also completes the popular North-South Lake Shore Drive route discussed earlier.

Going west from Cedarburg Road to Wauwatosa Road Mequon Road has a sidewalk on both sides. In 2010, the OIT crossing over Mequon Road was given a more secure "refuge" median.

West of Wauwatosa Road, Mequon Road now has a sidewalk on both sides of Mequon Road, but only to Solar Avenue on the north side, and Lincolnshire Drive on the south side. We recommend continuation of these sidewalks to Meadowbrook Drive and Whilton Road.

West of Swan Road, Mequon Road has 5' lanes to Wasaukee Road.

7711 N. Port Washington Road
Milwaukee, WI 53217
T: 414.751.7200 • F: 414.351.4117

memo

Date: 1/27/2023

To: Gary Metzger, P.E., WisDOT

CC: Files

From: Paul Stankevich, P.E., Kapur & Associates, Inc

Re: 1380-02-00, STH 167, Ozaukee County – Summary of City of Mequon Sidewalk Costs

Hi Gary,

Below please find a summary of the City of Mequon sidewalk segments and associated costs. The colors correspond to the attached display. Cost estimates for each segment are also attached. We have included a summary of 3 options, including the potential that the council does not approve any additional funding for sidewalk replacement.

Green: New sidewalk to be added (previously approved)

Limits:

North side of Mequon Rd., Swan Rd. to Solar Ave.

Estimated cost: \$181,300 (90% City/10% WisDOT cost share)

City Portion: \$163,170

Orange: Primary sidewalk replacement areas (per staff recommendation)

Limits:

North side of Mequon Rd., Solar Ave. to 6608 W. Mequon Rd.

South side of Mequon Rd., 7625 W. Mequon Rd. to 6613-6619 W. Mequon Rd.

Estimated replacement cost: \$278,500 (100% City funded)

Blue: Secondary sidewalk replacement areas (per staff recommendation)

Limits:

South side of Mequon Rd., Lincolnshire Dr. to 7625 W. Mequon Rd.

South side of Mequon Rd., 6613-6619 W. Mequon Rd. to Project Limits (west of Buntrock Ave.)

North side of Mequon Rd., 6608 W. Mequon Rd. to Project Limits (west of Buntrock Ave.)

East side of Wauwatosa Rd., Mequon Rd. to Project Limits (end of concrete pavement)

Estimated replacement cost: \$95,800 (100% City funded)

Option 1 – Green

Total City cost: \$163,170

Option 2 – Green + Orange

Total City cost: \$441,670

Option 3 – Green + Orange + Blue

Total City cost: \$537,470

STH 167 City of Mequon Sidewalk Cost Summary

2

2

STH 167/Mequon Road City of Mequon Sidewalk Limits



Legend

New/Added Sidewalk (previously approved)

Primary Sidewalk Replacement Areas (per staff recommendation)

Secondary Sidewalk Replacement Areas (per staff recommendation)

PROJECT NO:	1380-02-70	HWY:	STH 167	COUNTY:	OZAUKEE	E
-------------	------------	------	---------	---------	---------	---

Attachment: Bikeway attachment reduced (9195 : Review of proposed trail connections)

Washington County Line to Buntrock Avenue
Ozaukee County

Sidewalk Construction Cost Estimate
North Side, Swan Road to Solar Avenue
September 16, 2022

COST OPINION - SIDEWALK STH 167 SWAN RD TO SOLAR AVE					
BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
205.0100	Excavation Common	600	CY	\$10.00	\$6,004.44
305.0120	Base Aggregate Dense 1 1/4 inch	614	TON	\$15.00	\$9,206.81
416.0170	Concrete Driveway 7-Inch	190	SY	\$65.00	\$12,350.00
465.0120	Asphaltic Surface Driveways and Field Entrances	14	TON	\$175.00	\$2,415.00
602.0410	Concrete Sidewalk 5-Inch	21616	SF	\$7.00	\$151,312.00
TOTAL ESTIMATE					\$181,288.26
City of Mequon				90%	\$163,159.43
WisDOT				10%	\$18,128.83

Attachment: Bikeway attachment reduced (9195 : Review of proposed trail connections)

STH 167 (Mequon Rd.)
Project I.D. 1380-02-70
Washington County Line to Buntrock Avenue
Ozaukee County

Sidewalk Replacement Construction Cost Estimate, Lincolnshire Drive to Buntrock Avenue
December 12, 2022

Primary Areas (Existing sidewalk in poor condition per Tim Weyker)					
BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
204.0155	Removing Concrete Sidewalk	3476	SY	\$10.00	\$34,761.11
205.0100	Excavation Common	900	CY	\$10.00	\$9,000.00
305.0120	Base Aggregate Dense 1 1/4 inch	920	TON	\$15.00	\$13,800.00
416.0170	Concrete Driveway 7-Inch	119	SY	\$65.00	\$7,763.89
465.0120	Asphaltic Surface Driveways and Field Entrances	10	TON	\$175.00	\$1,663.67
602.0410	Concrete Sidewalk 5-Inch	30210	SF	\$7.00	\$211,470.00
SUBTOTAL - Primary Areas ONLY					\$278,458.67

Secondary Areas (Existing sidewalk in acceptable condition per Tim Weyker)					
BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
204.0155	Removing Concrete Sidewalk	1171	SY	\$ 10.00	\$11,711.11
205.0100	Excavation Common	400	CY	\$ 10.00	\$4,000.00
305.0120	Base Aggregate Dense 1 1/4 inch	330	TON	\$ 15.00	\$4,950.00
416.0170	Concrete Driveway 7-Inch	113	SY	\$ 65.00	\$7,330.56
465.0120	Asphaltic Surface Driveways and Field Entrances	6	TON	\$ 175.00	\$1,091.22
602.0410	Concrete Sidewalk 5-Inch	9525	SF	\$ 7.00	\$66,675.00
SUBTOTAL - Secondary Areas ONLY					\$95,757.89
TOTAL - Primary and Secondary AREAS					\$374,216.56

Notes:

- Primary areas include all existing sidewalk along STH 167 from Lincolnshire Dr to Buntrock Ave, excluding areas already identified in WisDOT plans, and excluding areas identified below as "secondary areas."
- Secondary areas include:
 - South side STH 167 from Lincolnshire Dr to 7625 W Mequon Rd
 - East side STH 181 north of STH 167, within project limits
 - South side STH 167 from 6613-6619 W Mequon Rd to Buntrock Ave
 - North side STH 167 from 6608 W Mequon Rd to Buntrock Ave
- Sidewalk is assumed to be replaced through driveways.

Germantown

Holy Hill road business park east of HWY 41

Approx 1.5 miles

Germantown – Holy Hill rd
business park





Germantown – Holy Hill rd
business park





Grafton

East side of Port Washington road south of
Hwy 60

Approximately 1.5 miles

















Mequon and Bayside

East side of Port Washington road between
Katherine drive and Fairy Chasm

Approximately 1.25 miles























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MKE COUNTY

Construction on New Kohl Park Trail Planned for Spring

2.6 mile trail will run through park and connect to Oak Leaf Trail.

By Graham Kilmer - Jan 17th, 2024 09:06 am

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Kohl Park proposed trail map. Milwaukee County Parks.

Milwaukee County Parks expects to begin construction on an extension of the Oak Leaf Trail network in Kohl Park this spring.

The project involves construction of a 2.6 mile trail through the park connecting to the Zip Line segment of the Oak Leaf Trail and the Brown Deer Trail. It will provide a direct connection between the northwest side of the park and Brown Deer and Estabrook parks.

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Milwaukee's Premier Playground Opens For The Season by Jeramey Jannene



New Coffee Shop Planned Near Kosciuszko Park by Sophie Bolich



VP Harris Announces Apprenticeship Program During Madison Visit by Robert D'Andrea



City Hall: Street Would Be Named For Former Alderman Terry Witkowski by Jeramey Jannene



MKE County: Supervisors Seek Even Bigger Raises For County Officers by Graham Kilmer

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BLS Data: Wisconsin Sets New Records in Total State Jobs, Employment by

"We're fixing gaps in the Oak Leaf Trail (OLT) between the Zip Line and the Menomonee River Line, and even creating a cross-county connection via the Granville side path and Interurban Trail," Parks stated on a [public facing project page](#).

The trail will also provide better access to the park for nearby residents, as currently there is very little access to the 266-acre park.

Parks has had plans for the trail for nearly two decades. A Kohl Park project first appeared in the county's trail network plan in 2007. In 2020, the county was awarded \$1.9 million in federal funding for the project and the design was completed in 2023. The project will soon be open to bidding with a plan to break ground by the spring, [Jeremy Lucas](#), Parks Director of Administration and Planning told Urban Milwaukee.

The federal funding for the trail came through the Congestion, Mitigation and Air Quality (CMAQ) grant program. Parks has had success in the past using this grant program to fund trail projects. It was created to fund transportation projects that can support a reduction in traffic congestion and pollution. In other words, projects that reduce the reliance on cars within the local transportation network. The [Milwaukee County Transit System](#) (MCTS) has also garnered CMAQ funds in the past.

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The park is bounded on the north end by County Line Road, and the project will also add traffic signals to the road's intersection with N. 76th Street.

Parks is planning to add benches along the trail in scenic spots of the park, which will likely become even more scenic in the coming years. The department will soon begin planning a [habitat restoration](#) project in the park that will restore native ecological features of rare native grasslands and Oak savannas.

Once finished the project will create the biggest contiguous habitat block in the county, and a new trail will run through it.

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Wisconsin Department of
Workforce Development



Lane closures and traffic shifts planned along I-894 for median work by Wisconsin Department of Transportation



WMSE's 22nd Rockabilly Chili Fundraiser Set For April 7 at MSOE Kern Center by WMSE 91.7FM

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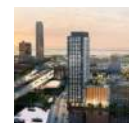
3 Most Popular



12 Years After Being Built, Wisconsin's Talgo Trains Enter Service by Jeramey Jannene



Quick-Service Chicken Restaurant Coming to Southwest Side by Sophie Bolich



Plats and Parcels: New Third Ward Tower Will Be Milwaukee's Priciest by Jeramey Jannene



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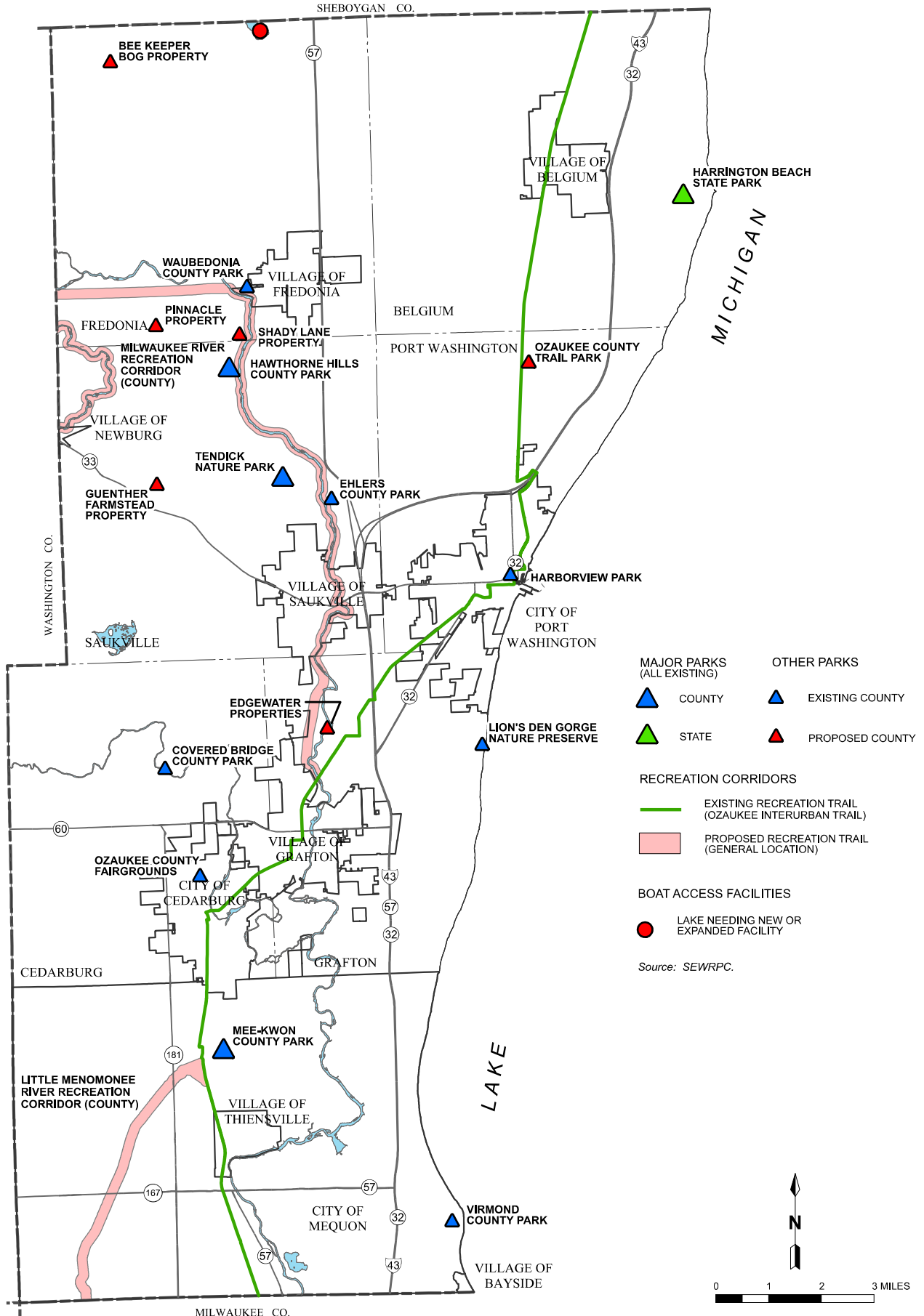
Mzalewski on **Murphy's Law: How Utility Rates Hurt State's Economy**

TosaGramps1315 on **City Hall: Council Concerned RNC Free**

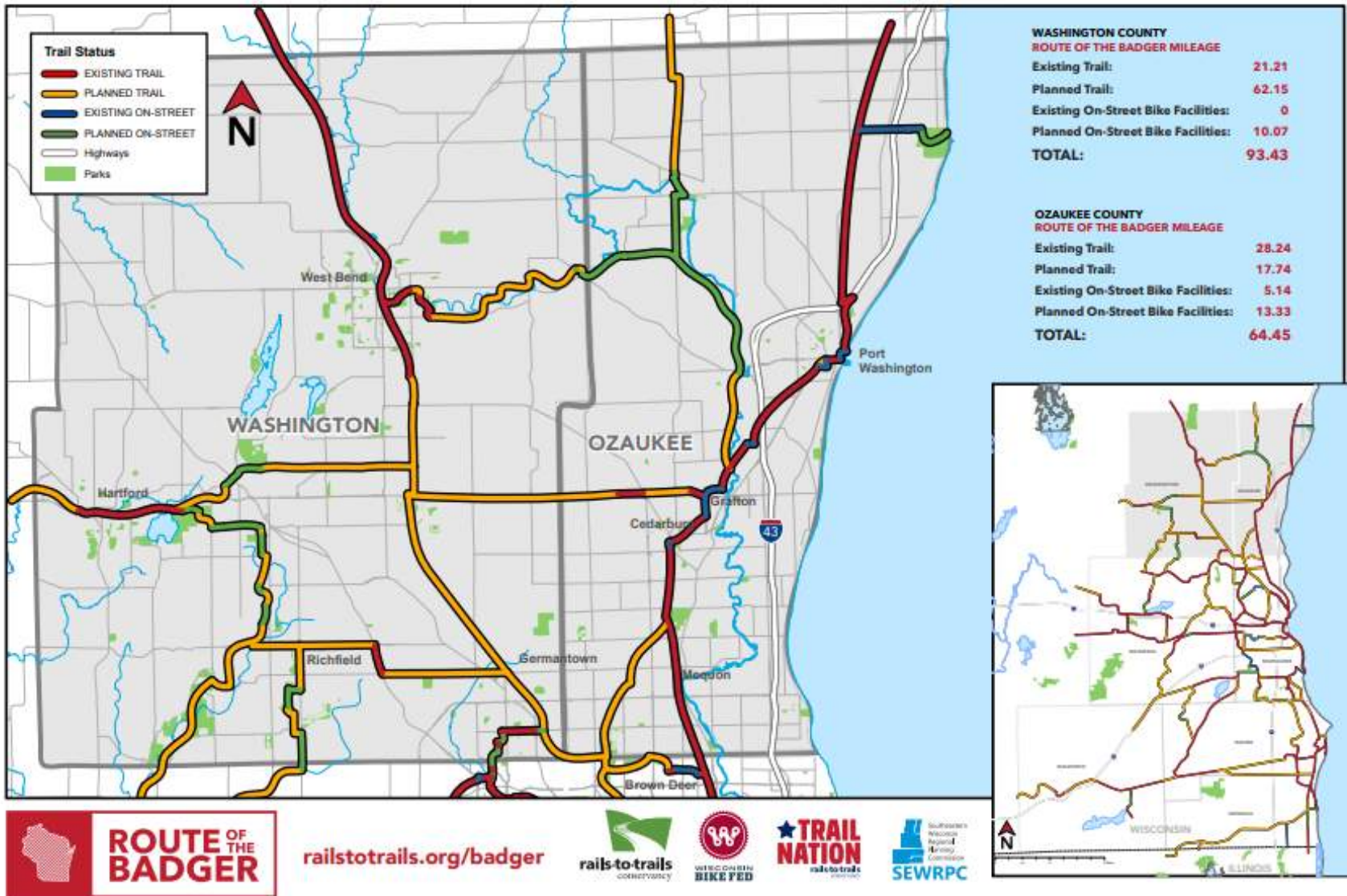
Note: Consider including cost to restore impacted agricultural fields to native grasses.



OUTDOOR RECREATION ELEMENT OF THE OZAUKEE COUNTY PARK AND OPEN SPACE PLAN: 2035



Attachment: Bikeway attachment reduced (9195 : Review of proposed trail connections)





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: March 14, 2024
SUBJECT: Electric Bike Regulation Discussion

Background

Commissioners requested an agenda item to discuss electric bike regulation and provided the attached informational article.

Analysis

The Mequon Code of Ordinances does not comment specifically on electric bikes. [Chapter 82, Article IV](#)

https://library.municode.com/wi/mequon/codes/code_of_ordinances?nodeId=PTIICOOR_CH8_2TRVE_ARTIVBI contains relevant ordinances on bicycles in the City.

Fiscal Impact

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

Recommendation

This item is for discussion only.

Attachments:

State and Municipal Regulation of Electric Bikes (PDF)

State and Municipal Regulation of Electric Bikes

Curt Witynski, Witynski Consulting LLC



Electric bicycles (e-bikes) are skyrocketing in popularity and appear to be here to stay. The U.S. e-bike market size was valued at \$1.98 billion in 2022 and is expected to grow at a compound annual growth rate of 15.6% from 2023 to 2030.¹ Some studies project e-bike sales will eclipse traditional bike sales in the U.S. by 2027.² How does Wisconsin state law regulate the use of e-bikes on streets, bike paths, and sidewalks? What powers do municipalities have to regulate e-bikes locally?

State law defines an "electric bicycle" as "a bicycle that is equipped with fully operative pedals for propulsion by human power and an electric motor of 750 watts or less ..." Wis. Stat. § 340.01(15ph). The same statute recognizes three classifications of e-bikes. Class 1 are those equipped with a motor that aids only when the rider is pedaling and that ceases to assist when the bicycle reaches the speed of 20 miles per hour. Class 2 e-bikes may be powered solely by the motor and are not capable of assisting when the bicycle reaches 20 miles per hour. Class 3 e-bikes are equipped with a motor that aids only when the rider is pedaling and that ceases to assist when the bicycle reaches the speed of 28 miles per hour.

Class 3 e-bikes may not be operated by those under 16 years of age. Wis. Stat. § 346.806(4). Such e-bikes must also have a speedometer. Wis. Stat. § 347.489(3m)(d).

In 2019, state law was updated³ to clarify that:

- Like all bicycles, e-bikes are legal to operate on public roads but must follow restrictions for Interstates and some U.S. Highways.
- A driver's license is not required for operation of an electric bicycle.
- E-bikes may be operated on public paths, trails, bicycle lanes, and bicycle ways designated for use by bicycles. Wis. Stat. § 346.806.



E-bikes and OWI. According to an August 2022 article published in the Wisconsin State Bar's Inside Track, operating an e-bike while under the influence, while obviously dangerous to the operator and others, does not violate OWI laws. Electric bicycles are not motor bicycles nor motor vehicles, so the standard OWI laws do not apply. Further, there are no OWI laws specifically applying to electric bicycles.⁴

1. <https://www.grandviewresearch.com/industry-analysis/us-e-bike-market-report>

2. <https://www.bigcatbikes.com/blogs/big-cat-bikes-blog/why-e-bike-sales-surpass-traditional-bike-sales-in-the-us-market-in-2023>

3. 2019 Wisconsin Act 34 (effective Nov. 22, 2019).

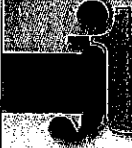
4. Heyne, *On the Road Again: OWI Law and Electric Bikes and Scooters*, Inside Track, August 2022. <https://www.wisbar.org/NewsPublications/InsideTrack/Pages/Article.aspx?Volume=14&Issue=14&ArticleID=29274>

Regulatory Powers of Municipalities. A municipality may by ordinance prohibit the operation of electric bicycles on public paths, trails, bicycle lanes, and bicycle ways, including sidewalks, under its jurisdiction. Wis. Stat. § 349.18(4). A municipality may require by ordinance that e-bikes, like other bicycles, be registered with the municipality. Wis. Stat. § 349.18(3). A municipality may prohibit the use of bicycles, including e-bikes, on any roadway under the municipality's jurisdiction after holding a public hearing on the proposal. Wis. Stat. § 349.23(3).

Conclusion

E-bikes are understandably popular. The law treats them the same as traditional bicycles. Municipalities can prohibit e-bikes on bike paths and particular streets under the municipality's jurisdiction.

Traffic Regulation 433



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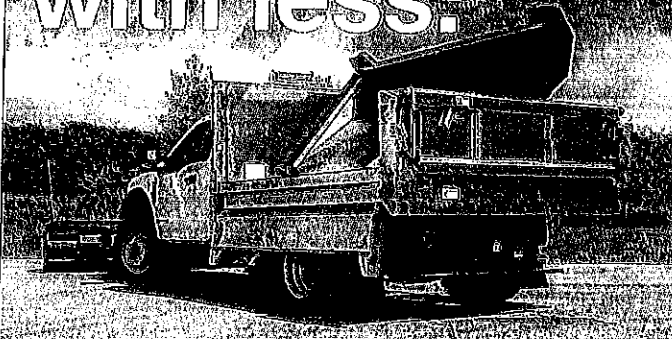


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Office of Engineering

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: March 14, 2024
SUBJECT: Pedestrian and Bicycle Incidents in the City of Mequon

Background

The Commission requested an item to discuss incidents that occurred in the City involving bicycles or pedestrians. Staff requested incidents from the Mequon Police Department involving bicycles or pedestrians in 2023.

Analysis

The planning study scope also includes a review of incidents that occurred in the City and Village as part of Task 1 and Task 2 of the request for proposals. The information will be used to make final recommendations.

As of the issuance date of this packet, staff had not received the incident list. Staff will include the list for the April meeting agenda for further discussion.

Fiscal Impact

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

Recommendation

This item is for discussion only.