



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, March 8, 2022

6:00 PM

South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. December 14, 2021 Minutes

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3912** A Resolution Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park
- b. **RESOLUTION 3919** A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park
- c. **RESOLUTION 3926** A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park
- d. **RESOLUTION 3925** A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for \$213,329, Engine and Aftertreatment 5-year Warranty for \$2,200, and Additional Components for \$3,500 for a Total Cost of \$219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of \$40,340.69
- e. **RESOLUTION 3927** A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson, WI, in the Amount of \$2,675,000
- f. **RESOLUTION 3928** A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed \$73,000.

- g. **RESOLUTION 3929** A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, WI in an Amount Not-to-Exceed \$305,000.

4) Discussion Items

Discussion and Possible Action

- a. 2022 Work Plan (3.8.22)

5) Adjourn

Dated: March 8, 2022

/s/ Dale Mayr, Chair

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Public Works Department at 262-236-2913, Monday through Friday, 7:00 AM – 3:30 PM.



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, December 14, 2021

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Alderman Mayr called the meeting to order at 6:30 PM.

Present:

Chair Dale Mayr

Alderman Andrew Nerbun

Alderman Brian Parrish

Also present were Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, Buildings Superintendent Lord, Assistant City Engineer McCraw, and Administrative Assistant Deuster.

2) Approval of Minutes

a. October 12, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Nerbun

AYES: Mayr, Nerbun, Parrish

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3904** A Resolution Awarding a 2022 Janitorial Services Contract for City Hall, the Department of Public Works Combined Facility & the Public Safety Building to Vanguard Cleaning Systems, Greenfield, Wisconsin at an Annual Estimated Cost of \$81,312

Alderman Mayr inquired why the East Side Fire Station was not including in the bid.

Director of Public Works/City Engineer Lundeen stated the Fire Chief did not want a cleaning service for the building. Staff on-call is utilized to clean the facility.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

- b. **RESOLUTION 3903** A Resolution Approving a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for the Resurfacing of Mequon Road Between Buntrock Avenue and Cedarburg Road

Director of Public Works/City Engineer Lundeen stated this was for cost of design of the project, if the OIT project would be approved and final the city would only be out cost to date and be able to terminate the agreement.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Nerbun

AYES: Mayr, Nerbun, Parrish

4) Discussion Items

Discussion and Possible Action

- a. I-43 North/South Corridor Project Public Information

Director of Public Works/City Engineer Lundeen provided the Committee with an update on the I-43 N/S Corridor Project and links for residents to contact or see how far the project is going.

- b. Weight Restrictions on Highland Road and Lake Shore Drive

Director of Public Works/City Engineer Lundeen stated the signs were already up and staff would continue to monitor for any issues.

- c. 2021 Drainage Capital Improvement Program (CIP) Update

Director of Public Works/City Engineer Lundeen updated the committee on the drainage CIP and consensus on if staff can prepare for the prioritization meeting in the spring and the general consensus with going forward with an RFP to look into the Ranch, Hickory, Chestnut item.

- d. 2021 Road Improvements Contract Summary

Director of Public Works/City Engineer Lundeen provided an update to the Annual Report of the Road Improvements Summary for 2021.

- e. EAB Quarterly Update 12/21

Director of Public Works/City Engineer Lundeen updated the committee on the EAB project and that staff is moving into removals in the secondary tree areas along with improving communication with residents.

f. WisDOT Quarterly Update

Director of Public Works/City Engineer Lundeen provided a quarterly update to the WisDot project.

g. 2021 Work Plan (12.14.21)

Director of Public Works/City Engineer Lundeen provided the 2021 Work Plan for review.

5) Adjourn

a. Motion to Adjourn at 7:23 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Nerbun

SECONDED BY: Alderman Parrish

AYES: Mayr, Nerbun, Parrish

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 12-14-21 Mins_Public Works (7106 : December 14, 2021 Minutes)



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Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 19, 2022
SUBJECT: RESOLUTION 3912 A Resolution Approving a First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park

Background

Gathering on the Green is again requesting use of Mequon's Rotary Park for their annual event. The event is a community staple and is currently the largest event held at Rotary Park.

In 2021, Common Council approved a Special Event Agreement for Gathering on the Green for the specifics of this event. Since 2021, Gathering on the Green proposed adding additional days and amending the typical weekend to reserve for the event. Deviations from the previously approved Special Event Agreement are highlighted in blue and represent additional changes that are being requested for the 2022 and future events.

Analysis

The standard template agreement includes provisions for inclement weather, cancellation if there is a public health emergency, the cost of rental and outlines the terms for the use of the park. The template agreement also includes provisions to address the protection of park facilities, including the ability of the Parks and Forestry Superintendent to modify park usage in inclement weather. Should damage occur as a result of the event, the organizer is required to repair the damage at its own cost. The template agreement also covers the requirement for liability insurance by the renter and any vendors, the terms of which were reviewed by the City's insurance carrier.

Fiscal Impact

The basis for the 2022 fees (1.a) and the breakdown of the 2021 fees are as follows:

	2021 Actual	2022 Recommended
Rental Fee	\$1,450 (Reduced to 2 days x \$500 Reuter Pavilion + 2 days x \$225 Rotary Pavilion)	\$5,075 (7 days x \$500 Reuter Pavilion + 7 days x \$225 Rotary Pavilion)
Holding Tank Pumping	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)
Janitorial Supplies	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund
Emergency Services	Fee Waived	\$8,160
Security Deposit	\$1,000	\$1,000
TOTAL	\$3,490	\$15,275

The event will generate revenue for the park and may provide another possible source for future donations. All other impacts to the park should be covered through the special event agreement. The only other cost associated with the event will be additional park personnel for morning and afternoon cleaning rounds.

Previous Event Fee Reductions

Last January and February, the Common Council approved Special Event Agreements for Lionsfest and Gathering on the Green. Recognizing that the Thiensville-Mequon Lion's Club and Gathering on the Green are both civic organizations that use the events as a fund-raising opportunity for charitable contributions within the community, the Common Council modified the fee required by the Special Event Agreement. The fee as approved eliminated the fees for emergency services and reduced the number of days in the rental to those of the actual event. At the time of approval, the Common Council acknowledged the need to establish a policy outlining which organizations may be considered for a modified fee. Note that the Park and Open Space board recommended and continues to recommend administering fees consistent with the City of Mequon Fee Schedule and Special Event Agreement template. Generation of a policy exception to those fees should go through the Finance-Personnel Committee for consideration.

In 2021, the Common Council eliminated the Emergency Services fee and approved the agreement only charging for the days of operation for each event instead of the total number of days the park is impacted by the event. The original template fee for Gathering on the Green in 2022 includes rental fees for the days of the days of operation, and the days associated with preparation and cleanup. In that manner, the rental fee recognizes that both the preparation/cleanup for the event and the event itself impacts the ability for the city to rent the park facilities. For all three in 2021, the Common Council amended the number of days in the rental fee to only include the number of operating days.

After discussion, if the POSB, Committee of the Whole, or Common Council considers an amendment to the Event Fee, it could amend the agreement to revise the fee to one of the following:

	Eliminate Emergency Services Fee	Reduce Rental Days	Eliminate Emergency Services Fee and Reduce Rental Days
Rental Fee	\$5,075 (7 days x \$500 Reuter Pavilion + 7 days x \$225 Rotary Pavilion)	\$2,900 (4 days x \$500 Reuter Pavilion + 4 days x \$225 Rotary Pavilion)	\$2,900 (4 days x \$COST Reuter Pavilion + 4 days x \$COST Rotary Pavilion)
Holding Tank Pumping	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)
Janitorial Supplies	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund
Emergency Services	Fee Waived	\$8,160	Fee Waived
Security Deposit	\$1,000	\$1,000	\$1,000
TOTAL	\$7,115	\$13,100	\$4,940

Recommendation

On January 19, 2022, the Park & Open Space Board approved a recommendation in favor of amending the Special Event Agreement to extend the Gathering on the Green event from 2 days to 4 days and allowing the event to move from its previously specified weekend.

The POSB further recommended the fees to be charged in accordance with the city's current fee schedule and template Special Event Agreement. In lieu of a policy, the POSB recommends the normal daily rental rates be adhered to. Accordingly, the POSB and staff recommend the Common Council approval of the amended Special Event Agreement with a total fee of \$6,115 plus a \$1,000 security deposit, to cover facility usage and other pass-through expenses.

Attachments:

Special Event Agreement (Gathering on the Green) 2022 (PDF)

GOG Memo January 2022 (DOCX)

E-mail from FD on GOG (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3912

A Resolution Approving a First Amendment to the Special Event Agreement for Annual
Gathering on the Green Festivities in Rotary Park

RECITALS

A. The City of Mequon created a template Special Event Agreement for use in the parks.

B. Amendments to the template agreement language require a recommendation by the Park & Open Space Board and approval by the Common Council.

C. Gathering on the Green Inc. has requested permission to operate its annual Gathering on the Green concert event at Mequon's Rotary Park, which requires exceptions to Chapter 54, which are allowed with a revision to the template agreement.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The Special Event Agreement for Gathering on the Green to be held at Rotary Park in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney and renewal of the same on an annual basis.

2. The Parks and Forestry Superintendent is authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Gathering on the Green

Articles of agreement made and entered into this _____ day of _____, 2022, by and between Gathering on the Green, Inc, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

RECITALS

1. The Renter requests access to Rotary Park (hereinafter called the Park) for Gathering on the Green (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee does not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.
6. **NOW, THEREFORE**, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:
7. The Renter shall be required to:
8. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is \$15,275. The Event Fee is comprised of the following costs:
 1. \$5,075 Rental Fee (7 days @ \$725/day)
 2. \$1,040 Holding Tank Pumping (4 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. TBD Janitorial Supplies (toilet paper and garbage bags)
 5. \$8,160 Emergency Services (80 hours Police @ \$102/hour)
 6. \$1,000 Security Deposit – Less Supplies Provided (1.a.iv)
 - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
 - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
9. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
 - i. The certificate must name the City of Mequon as Additional Insured.
 - ii. The certificate must include the name and mailing address of the insured.

- iii. The certificate must name the Event for which the certificate is requested and specify date of that Event (This information should be included in the “description of operations/locations/...” section of the certificate).
- iv. The certificate must provide coverage under general liability, excess liability or a combination thereof totaling \$1,000,000. This coverage should be on a per occurrence basis.
- v. Evidence of premium payment must be attached to the certificate.
- e. This certificate should be forwarded to:

City of Mequon
 Attn: Parks Department
 11333 North Cedarburg
 Road Mequon, WI 53092-
 1930

10. Site Plan.

- a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
 - c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
11. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter supplies 35 portable toilets and 7 hand washing facilities to supplement the Park facilities.
- a. The City will determine whether temporary toilet facilities will be required.
 - b. Events over 250 attendees require portable toilets at a ratio of 2 toilets/500 attendees with at least 1 ADA unit.
12. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than end of the day after the Event.
13. Dumpster. The Renter shall provide 2- 30 yard dumpsters to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than **three days** prior to the Event and be removed from the park no later than the end of the day after the Event. Dumpster location shall be approved prior to placement with the Parks and Forestry Superintendent.
14. Restoration. If any damage occurs to the park because of the Event, or if any repairs or replacements need to be made to the park because of the Event’s use thereof under this Agreement, Renter shall pay the City for any such damage, repairs, or replacements upon demand from the City. **The Renter is responsible for securing the necessary contactor to make any and all damage repairs within 30 days of the Event. The method of repair shall be approved by the city, and the finished repair shall then be inspected and approved by the Parks and Forestry Superintendent.**
15. Power. Rotary Park does not have sufficient service to support the power requirements for the Event. Therefore, the Renter is responsible for supplying generators or other means of acquiring sufficient service to support the power requirements for the Event.
16. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event. Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and

- executed.
17. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
 18. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
 19. Attendee conduct. Renter is responsible for attendee conduct.
 20. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited. Renter is responsible for posting necessary signage restricting use. If a vendor or attendee brings glass to the Event, Renter will also be responsible for any clean-up of glass at the conclusion of the Event.
 21. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
 22. Emergency Services.
 - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
 - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
 23. Renter shall not advertise the Event until it has received an executed copy of this Agreement.
 24. The City shall be required to:
 25. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
 26. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
 27. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
 28. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.
 29. The Event shall adhere to the following terms and conditions:
 30. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
 31. Date of the Event.
 - a. Restrict the activities of the Event to **Thursday _____ – Sunday _____**. Preparation may occur starting no earlier than 8:00 am on Sunday of the week prior to the Event. Preparation is permitted daily during normal park hours from the identified start date to the start of the Event. Daily preparations must be communicated and coordinated with the Parks and Forestry Superintendent.
 - b. Clean up shall be complete no later than noon on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.

- c. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the **second or** third week in July, pending coordination with the Parks and Forestry Superintendent for other committed events. **The renter must provide future dates by October 1 of the current year for approval prior to any public promotion.** If the Renter has not committed to hold the Event annually by October 1 of the Event year, by signing another Rental Agreement, the City may in its discretion cancel the reservation.
32. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 5,000 guests for each of the **four** days of the Event.
33. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, from **July ____ – July ____**, making it necessary to include preparation days in the Rental Fee.
34. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the clean-up **July ____ and July ____, of ____**, shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.
35. Restoration. After the Event, the City will complete a walk-through of the Park prior to releasing the security deposit. Any repairs or damage identified by City staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
36. Hours.
- Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - Thursday 4:30 pm to 9:00 pm.**
 - Friday from 4:30 pm to 11:30 pm.
 - Saturday from 4:30 pm to 11:30 pm.
 - Sunday from 10:30 am to 3:00 pm.**
 - Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours. During the **four** operational days of the Event the Park will not be open to the public.
 - Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
 - Daily Event Cleanup. Contractors and volunteers are permitted to remain up to two (2) hours after the Event for cleanup, **except for Sunday July ____ where cleanup may last up to 6 hours after the event.** The attendees will not be permitted to remain outside of the Event Hours.
37. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
- Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
 - Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
 - Night parking. Leave a vehicle standing or parked at night without lights clearly visible for a least 100 feet from front and rear on any driveway or road area except legally established parking areas.

- d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
 - e. Exception to Mequon Ordinance Sec. 54-23(6) The Event shall be permitted limited parking outside of the designated areas. The requested parking outside of designated areas shall be included on the site plan submitted for the Event and is subject to the approval of the Parks and Forestry Superintendent. Off pavement parking may be eliminated due to inclement weather at the sole discretion of the Parks and Forestry Superintendent. All parking is subject to reparation of damage as outlined in this Agreement.
 - f. The Renter shall be required to administer a shuttle service for the Event. **In the event the off-pavement parking is eliminated, the Renter** shall be responsible for securing sufficient off-site parking for all other attendees and coordinating for a shuttle service between the two locations, including providing parking and traffic control at the location of the offsite parking and location of the Event. This shall serve as a contingent, in the case that inclement weather or site conditions make it necessary for an alternative to on grass parking.
38. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
- a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
39. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.
40. Noise. All sound must be kept at an acceptable level according to City ordinances.
41. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfed areas. It is the responsibility of the renter to locate utilities prior to tent installation.
42. Vendors. The Renter is responsible to ensure that all vendors have the appropriate City, Ozaukee County and state permits or licenses in place prior to the Event.
43. Fireworks and explosives. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
44. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather. Renter shall have an emergency notification plan in place to notify attendees of inclement weather.
- a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
 - i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather related internet sites).
 - ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued travel warnings.
 - iii. Blizzard or Other Snow Fall Conditions.

1. When the National Weather Service has issued local travel warnings.
 2. When visibility for road travel is severely limited.
- b. Summer Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity. Efforts to consult with Event organizers on final decisions will be considered, with the City (at their discretion) making the final decision.
- i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
 - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
 - iii. TORNADOS. When the National Weather Service has issued a tornado warning for the area.
45. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, health and human safety concerns, inclement weather that would affect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
- a. Deposit is non-refundable.
 - b. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
46. City, County, State and Federal Laws. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. The City of Mequon Police Department reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or the safety of staff, guests, or facility contents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Name, Title
Agency

Michael Gies, Parks and Forestry Superintendent
City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney



"The mission of the Mequon Police Department is to provide a safe environment through professional, efficient, and effective police services."

POLICE DEPARTMENT

Patrick T. Pryor
Chief of Police

MEMORANDUM

To: Kristen Lundeen, Director of Public Works/City Engineer

Date: January 11, 2022

From: Patrick Pryor, Police Chief

Subject: Gathering on the Green at Rotary Park

The Mequon Police Department has a history of successful planning with the organizers of this event. Historically the department has not had any significant issues with disorderly behavior during this event. There were some past parking/traffic issues which have been resolved since the organization hired a service to assist with parking.

The Mequon Police Department Captains have discussed the event and advised the department would need about 80 hours of sworn officer presence to cover the event. This would provide officers dedicated to the event during the hours of operation.

The department would still maintain its regular shift assignments during the times of the event and these officers would act as backup if needed during the event or to respond to complaints in the area outside of the event. The department also has a call-in process that can be implemented to supplement officers if the need arises.

The Police Department would also recommend the organizers continue to use the same parking service that they used in the past or a similar service. Since GOG has hired this service, there have been no parking issues and parking has been handled very well.

The Department also plans to utilize our Police Auxiliary Officer volunteers to assist with presence on the grounds and will investigate the process of having the Ozaukee Emergency government command post setup at the park for Friday and Saturday nights. The Operations Captain will work with the event organizers and make sure an emergency operations plan is in place.

Mike Gies

From: Kurt Zellmann
Sent: Thursday, January 13, 2022 7:22 PM
To: Mike Gies
Subject: Mequon Fire Position on GOTHG

Hello Mr. Gies,

Per your request I am writing to let you know that the Mequon Fire Department will continue to provide EMS coverage as we have in the past for the events that take place at Rotary Park during the Gathering on the Green event. Staffing the event with an adequate number of EMS providers for four days of activities and also covering the needs of the City itself will be a significant challenge with the lengthening of the event this year.

As in years past, MFD will not seek reimbursement for the provision of EMS service at the event.

Please feel free to contact me with any additional concerns or questions.

Respectfully,

Deputy Fire Chief Kurt W. Zellmann

City of Mequon Fire Department

11300 N Buntrock Avenue

Mequon, WI 53092

email: kzellmann@ci.mequon.wi.us

Department Main 262-242-2530

Office Direct 262-242-8787

Department Cell 414-254-0369 (*Texts Accepted*)





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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 16, 2022
SUBJECT: RESOLUTION 3919 A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park

Background

MTLL/Heat (Mequon-Thiensville Little League/ Mequon Heat) has secured partial funding and expressed interest in installing two outfield fences at River Barn Park. The fences would be installed at the City's River Barn Park, Field #1 and Field #2. A combination of a donation from the Mequon Committee Foundation, private funds from MTLL/Mequon Heat, and Parks Capital funding makeup the contributions towards the fencing.

The fences will improve the overall user experience of both ballfields. Both Field #1 and Field #2 are fields that see considerable use during spring and fall seasons. Fencing has also become a priority in more recent years given that now Lacrosse and Softball seasons overlap; with the fields being adjacent to each other, the fences offer a divide between the two groups. The fences will benefit multiple user groups and can be considered an upgrade to existing facilities. Attached is the signed Dedication Agreement executed by MTLL/Heat.

Analysis

Based on preliminary analysis there are no zoning issues with the proposed location of the fences. The DNR was contacted, and the fences are allowed within the flood plan if the fence does not impede or restrict the flow of water back to its origin. A building permit is required from the Inspections Division prior to construction being started.

The fences are constructed of high quality 2" (9 gauge) aluminized mesh. The posts will be positioned at 8' centers and be a minimum of 36" in the ground. There will be an outfield swing gate centrally installed on each of the two fields.

Chad Wirth a representative from MTLL/Heat is the liaison for MTLL/Heat and will have a representative attend the meeting for further information and discussion.

Fiscal Impact

MTLL has estimated that the costs associated with the construction of the fences will be approximately \$21,805. The City has committed a one-time, not to exceed amount of \$7,000 to the installation of the fencing. All additional or other expenses associated with the project will be incurred directly by MTLL/Heat. The City of Mequon will not cost participate in any further costs associated with completion of the project.

As a note: The City of Mequon has no mechanism for holding donated funds for the project. Staff would suggest that MTLL/Heat seek the help of the Mequon Community Foundation if needed to hold any funds until completion of the project.

The City will be invoiced in the amount of \$7,000 by the contracted and pay that invoice directly.

Recommendation

The Park and Open Space Board (POSB) recommended approval of the donation of the fencing to the two fields at River Barn Park.

Attachments:

Mequon Heat-MTLL River Barn Park Fence Proposal (PDF)
MTLL-Heat Baseball Dedication Agreement MOU 2022 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3919

A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements at River Barn Park

A. The City owns active and passive use parklands for the use and enjoyment of its citizens, and other users.

B. The Park and Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.

C. The Mequon-Thiensville/Heat (MTLL) has offered to donate infrastructure including outfield fences at two existing baseball fields at River Barn Park.

D. MTLL/Heat estimates the cost of this infrastructure at approximately \$21,805.

E. The City will contribute a one-time, not to exceed capital expenditure of \$7,000 from Account 410798-730016-10474.

F. The City's Donation Policy requires that real property donations over \$5,000 cannot be accepted without prior approval from the Common Council.

G. MTLL/Heat and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. That the City be and is hereby authorized to accept the donated infrastructure of outfield fencing from MTLL/Heat, with its grateful appreciation.

2. That upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to MTLL/Heat from the City, MTLL/Heat shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes;

3. That the appropriate parties are authorized to execute the Dedication Agreement between MTLL/Heat and the City as attached to this resolution.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

MEQUON -THIENSVILLE LITTLE LEAGUE/MEQUON HEAT

RIVER BARN FENCE DONATION PROPOSAL

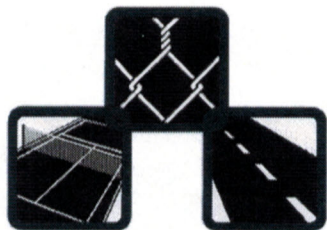
JANUARY 2022



To Be Completed By Munson Fence Division On River Barn Park Field #1 and #2

- SPECIFICATIONS OF NEW FENCE TO BE AS FOLLOWS:**

- TOTAL PROJECT COST: \$21,805.00**



MUNSON, INC.
Established 1955

MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

CHAD WIRTH
MEQUON HEAT – MTLL
PO BOX 633
MEQUON, 53092

DATE:

December 21, 2021

JOB NAME & LOCATION

**RIVER BARN PARK
MEQUON 53092**

CHAIN LINK FENCE

Phone (414) 852-5099

chadwirth@aol.com

7. **SWING GATE(S):** Single swing gate: 3' wide by 4' high. Swing gate frame will be constructed of 1-5/8" O.D. SS20 gauge pipe welded at all corners to form a rigid panel and filled with fabric to match the fence. Latch to have a provision for padlock.

LABOR AND MATERIAL . . . LIST PRICE \$26,185.00

DISCOUNT . . . \$4,380.00

PROJECT TOTAL \$21,805.00

AUTHORIZED
SIGNATURE: _____

Richie Guess – Project Manager

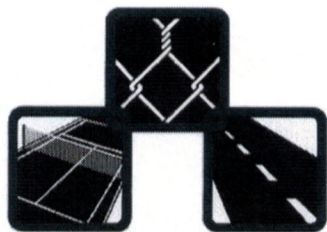
ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

SIGNATURE: _____

Date of Acceptance: _____ SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-



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DATE:

December 21, 2021

JOB NAME & LOCATION

**RIVER BARN PARK
MEQUON 53092**

CHAIN LINK FENCE

Phone (414) 852-5099

chadwirth@aol.com

Notes:

1. Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
 - a. Hydro excavation may be required (at an additional cost) if utilities are found to be within 2' of post hole locations which could cost an additional +/- \$250 per hole.
2. Customer can contact All Lines Utility Services LLC at (414) 302-9750 to locate the private lines.
3. Customer is responsible for any necessary permit or variance and for locating fence line.
4. SS20 pipe uses cold rolled steel to provide high tensile and yield strength, and is triple coated to resist corrosion. It is designed specifically for the fence industry and made in the USA.
5. If pieces of concrete, footings, large rocks/boulders, debris or unstable soils are encountered in the work; an extra fee will be incurred for the removal.
6. Quoted price does NOT include "frost-digging" conditions. Should customer require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
7. All Munson Inc. installation crews are skilled, certified, Union craftsmen.
8. Munson Fence Div. of Munson, Inc. warrants all fence material supplied and installed to be free from defects in material and workmanship for (1) [one] year from the date of completion.
9. Pricing and availability are not guaranteed due to the current volatility of the construction market including asphalt/oil, steel/aluminum, pvc/composite and acrylic products. Customer to be notified as best as possible of any adjustments required at the time of order and/or delivery per manufacturer directives.

AUTHORIZED
SIGNATURE: _____

Richie Guess – Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

Date of Acceptance: _____ SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-

A. MUNSON, INC. TERMS & CONDITIONS

1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div./Munson-Armstrong Paving Div., Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract
4. The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
8. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.
10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
11. Any claim for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
12. Munson, Inc. is not responsible for concrete or asphalt damage due to normal construction equipment traffic.
13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
15. All agreements are contingent upon strikes, accidents or delays beyond our control.
16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
17. Owner shall reimburse Munson Inc. for any expense incurred by Munson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorneys fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

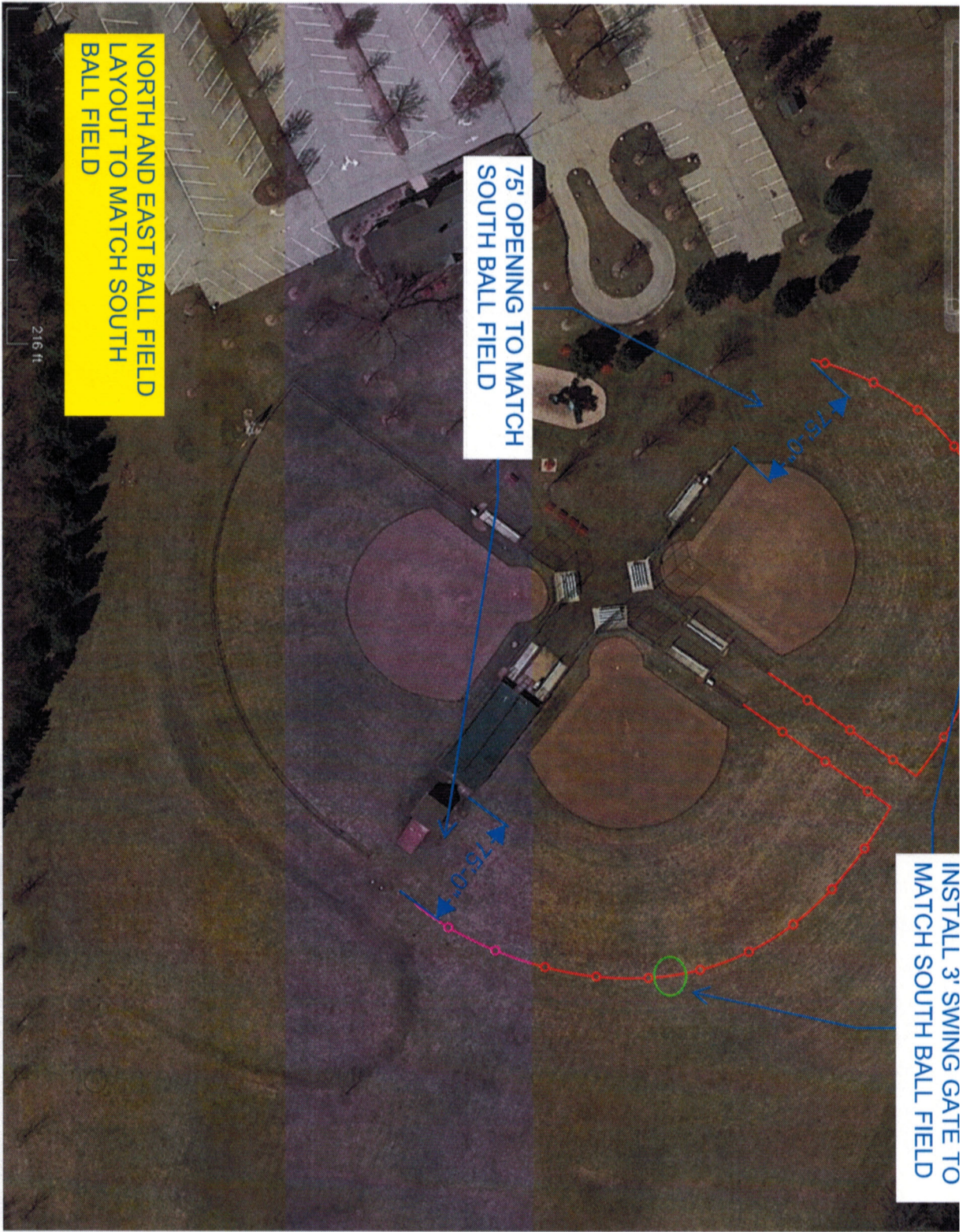
1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
2. Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
3. On all jobs where Munson Fence Div. installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div./Munson, Inc. harmless in any way from claims, liabilities or injuries.
4. Gate Operator Systems: End user to understand the operations and safety systems of the unit

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAVING DIV.

1. **MUNSON-ARMSTRONG PAVING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.**
2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
3. Salt or melting compounds should not be applied to concrete paving for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration.
5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished the contractor as a condition precedent to the performance of this contract.
6. The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."



75' OPENING TO MATCH
SOUTH BALL FIELD

INSTALL 3' SWING GATE TO
MATCH SOUTH BALL FIELD

NORTH AND EAST BALL FIELD
LAYOUT TO MATCH SOUTH
BALL FIELD

216 ft



MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.
www.munsoninc.com

MUNSON, INC.

THESE SPECIFICATIONS & DRAWINGS ARE PROPERTY OF
MUNSON, INC. & MAY NOT BE REPRODUCED, COPIED OR USED
FOR COMPETITIVE BIDS WITHOUT PRIOR WRITTEN PERMISSION

DATE:

REV:

DEVELOPMENT and DEDICATION AGREEMENT FOR FENCING IMPROVEMENTS AT RIVER BARN PARK

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 1 day of February, 2022, by and between Mequon-Thiensville Little League/Mequon Heat (MTLL/Heat) ("MTLL/Heat") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, River Barn Park is part of the CITY's park system and is under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY's Comprehensive Park, Recreation & Open Space Plan ("Park Plan") identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies River Barn Park as a community park with a list of specifically prioritized park improvements; and

WHEREAS, MTLL/Heat utilizes multiple baseball/softball fields at River Barn Park; and

WHEREAS, MTLL/Heat has indicated a need for outfield fences to enhance the game experience (the "Project"); and

WHEREAS, MTLL/Heat proposes to install outfield fences at two of the River Barn fields, field #1 at River Barn and field #2 at River Barn Park at the cost of \$21,805 for construction; and

WHEREAS, the CITY would contribute a one-time expense not to exceed \$7,000 towards the construction costs, from the Parks Capital account; and

WHEREAS, field fencing was highlight as a need in the Park Master Plan for River Barn Park created in 2019; and

WHEREAS, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

WHEREAS, without the MTLL/Heat Project, the City would not incur these maintenance costs; and

WHEREAS, MTLL/Heat has agreed to donate the infrastructure to the City; and participate in future maintenance; and

WHEREAS, MTLL/Heat has raised a portion of the funds to pay for the \$21,805 cost of design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication: and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I OBLIGATIONS OF THE PARTIES

1. MTLL/Heat shall construct, at its cost and expense, except for the not to exceed amount contributed from the CITY of \$7,000, the Project within River Barn Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.

2. MTLL/Heat will have the contracted produce a onetime invoice given to the city and paid to the contracted, representing the city not to exceed amount of \$7,000 contribution toward the work.

3. The Project will be managed by MTLL/Heat under the oversight of the CITY.

4. After the Project is fully completed (as determined by the CITY) MTLL/Heat shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.

5. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the city will consider subsequent contributions from MTLL/Heat, both monetary and in-kind, of the ongoing maintenance requirements for the Project.

6. CITY will provide reasonable access to MTLL/Heat at River Barn Park for the construction of the Project.

7. MTLL is responsible for any damage and subsequent restoration to the CITY property that may occur as a result of the Project.

8. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.

9. Recommendation by the Park and Open Space Board, Committee of the Whole, and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.

10. MTLL/Heat shall be responsible for ensuring that all needed utilities are provided to the Property. MTLL/Heat shall be solely responsible for any expenses related to such utility installation.

11. Any easement that may be required for the installation of private utilities requires Common Council approval.

12. MTLL/Heat shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

13. Should CITY renovate River Barn Park to the extent that the fences are impacted, MTLL is not owed repayment or damages for donated infrastructure.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of CITY. The CITY makes the following representations and warranties:

(1) CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for MTLL/Heat's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Section 2.2 Representations and Warranties of MTLL/Heat. MTLL/Heat makes the following representations and warranties:

(1) MTLL/Heat is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) MTLL/Heat will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation,

building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which MTLL/Heat is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. MTLL/Heat or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. MTLL/Heat further understands and agrees that any builders risk coverage is its responsibility.

(5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of MTLL/Heat or its contractors, subcontractors or materialmen in their performance of this Agreement or from MTLL/Heat's failure to comply with any of the provisions of this Agreement or of law, MTLL/Heat shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to MTLL/Heat promptly, in writing, notice of the alleged loss, damage or injury.

(6) The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. MTLL/Heat shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials, and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

(7) MTLL/Heat acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

(8) MTLL/Heat acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Any representation or warranty made by MTLL/Heat or the CITY in this Agreement, or any document or financial statement delivered by MTLL/Heat pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(b) Except as provided for in (a), MTLL/Heat or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(d) If MTLL/Heat shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

MTLL/Heat shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against MTLL/Heat under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving MTLL/Heat. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MTLL/Heat, shall be paid by MTLL/Heat to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly

set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of MTLL/Heat is addressed to or delivered personally to:

Chad Wirth
PO Box 633
Mequon, WI 53092

- (b) in the case of CITY is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing MTLL/Heat, its successors and/or assigns, from compliance with all applicable laws, rules, regulations, and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 4.11 Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

CITY OF MEQUON

Dated: _____

BY: _____
John Wirth, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Mequon-Thiensville Little League (MTLL)
& Mequon Heat

Dated: _____

BY: _____



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

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 2, 2022
SUBJECT: RESOLUTION 3926 A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

Background

Members of the Mequon Community Foundation appeared before the Joint Mequon-Thiensville Bike and Pedestrian Way Commission in 2021, outlining a plan for an off road bike path on the north side of Highland Road from the Ozaukee Interurban Trail (OIT) to Rotary Park. Staff identified a number of concerns regarding the feasibility and cost of the initial construction and ongoing operation and maintenance costs. The staff report for those meetings are attached to this memo.

Per the Mequon Community Foundation:

Our bike path committee has formed a 501c3 M-T Trails Foundation whose mission is to create, encourage and maintain safe off road bike/pedestrian connecting bike trails throughout the Mequon/Thiensville area. The support in the community for this project is overwhelming! More details is at <https://www.mcfgives.org/bikepath/>.

By creating the Foundation we qualify for significant federal and state monies to fund this. We were informed by the Wisconsin Bike Federation of one significant grant for \$500,000 through the TAP grant (Transportation Alternative Program).

The TAP grant requires the City to pass a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor. The Grant application terms requires a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than 5:00 PM April 18, 2022.

Analysis

At this stage, the only request from the M-T Trails Foundation, Inc. is for the required resolution of support. The proposed resolution attached to the memo would serve as such. The resolution also identifies that if the grant is awarded, acceptance of the grant would be conditioned upon the execution of a Donation Agreement. This agreement would define the terms and conditions associated with the City's acceptance of the dedicated infrastructure. Please note that the City

has served in this support roles for other entities including the Rotary Foundation and Ozaukee Washington Land Trust.

The TAP grant would cover the initial construction costs, and the M-T Trails Foundation, Inc. and the City would need to negotiate a Donation Agreement, with the potential of a supplementary Memorandum of Understanding to address the dedication of the off road path. Staff notes that this off road path is not included as a priority of the current master plan.

Highland Road was previously constructed with widened paved shoulders to serve as pedestrian and bicycle facilities through that corridor. Understanding that not all users may be comfortable with the on road accommodations, and that the volume of users may have increased, an off road path would be redundant infrastructure where other corridors are still lacking any accommodation. As facilities in this corridor were previously provided, an off road path in this location was not identified as a project or priority of the Joint Mequon-Thiensville Bike and Pedestrian Way Commission.

Staff notes that the Commission is currently working through a scope of services to update the master plan.

While the attached memo identifies a number of concerns with the feasibility of construction, the Common Council will also need to determine whether to accept the offered donation. To date, the anticipated need, specifically the volume of anticipated users has not been identified. While constructing the path could lead to increased traffic flow between the OIT and Rotary Park, the need for such a path has not been identified through data gathering or provided through analysis.

If the need or desire for the path is established, and the M-T Trails Foundation, Inc. is offering to fund the initial construction costs, the Common Council would then need to address the operation, maintenance and future replacement of the path. The Bike Lane capital account has not been funded for several years due to competing requests. While the Common Council could consider the cost as a part of its road/right-of-way capital funding, unless the funding is increased, it would also result in a competing request.

In accordance with the City's financial policies, if the grant is awarded, the M-T Trails Foundation, Inc. would be subject to a Donation Agreement which would identify and define the terms and conditions associated with the donated infrastructure. Those terms and conditions would include constructing the path in accordance with the Standard Specifications for Land Development.

As indicated, at this stage the M-T Trails Foundation, Inc. has only requested the resolution of support. The Common Council will have an opportunity to address its concerns if the grant is awarded.

Fiscal Impact

At the proposed project cost identified by M-T Trails Foundation, Inc., approximately \$1.1M, the project would require Common Council acceptance, per the City's financial policies. As previously identified, the terms and conditions for the acceptance of the donation would be

defined in a Donation Agreement.

A combination of the TAP grant and M-T Trails Foundation, Inc. funds could be utilized for the initial construction cost. If the intent is for this infrastructure to be donated to the City, the City will be responsible for operation, maintenance and replacement costs. Operation and maintenance costs would include mowing, signage, litter control, crack sealing and seal coating. At the end of its serviceable life cycle, typically 25-30 years if constructed in asphalt, the cost to replace would be similar to that of initial construction, absent increased material costs.

While the M-T Trails Foundation, Inc. indicates that an endowment would be established, at this stage the terms for that endowment are unknown. The terms and conditions can be incorporated into the Donation Agreement, but staff cautions that the M-T Trails Foundation, Inc. identified snow removal as included in the endowment and the City does not provide snow removal on off road paths. If snow removal is proposed by a private contractor, that would also need to be defined within the Donation Agreement.

Recommendation

Staff recommends that the Common Council consider the resolution of support, contingent upon the execution of a Donation Agreement/Memorandum of Understanding if the grant is awarded.

Attachments:

Feb 2021 Bikeway Packet (PDF)

M-T Trails TAP Grant Application (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3926

A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

RECITALS

A. M-T Trails Foundation, Inc. applied for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Project grant (Grant).

B. The Grant requires the City to pass a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor.

C. The Grant application terms requires a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than 5:00 PM April 18, 2022.

D. The City has no financial responsibility for the project.

E. If the Grant is awarded, M-T Trails Foundation, Inc. and the City of Mequon will enter into a Memorandum of Understanding (MOU) and/or Donation Agreement to provide a framework for administrating the Grant and to provide an understanding about M-T Trails Foundation, Inc.'s commitment to provide matching funds for the Grant.

F. M-T Trails Foundation, Inc. will provide all required project sponsor match funds and any additional project costs not covered under the Grant agreement and the MOU/Donation Agreement.

G. If intended to be dedicated to the City as a public off road path, the design must adhere to the Standard Specifications for Land Development, current edition and meet ADA requirements.

H. If ultimately dedicated to the City, the M-T Trails Foundation, Inc. acknowledges that the City will establish the terms and conditions for the operation and maintenance of the path, including snow removal and future replacement, as defined in the Donation Agreement.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. This resolution shall serve as the resolution required for the application to be eligible for the WisDOT TAP grant.

2. Following the grant award, the M-T Trails Foundation, Inc. shall populate the Donation Agreement template document and work with staff for a recommendation for further Common Council consideration and approval.

3. The Common Council will act on the Donation Agreement, including review and approval of the terms and conditions, at a future meeting in accordance with the City's Financial Policies.

4. The Mayor and City Clerk are authorized and directed to execute any necessary documentation to effectuate the purposes of this resolution subject to review and approval of the City Attorney.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Joint Mequon-Thiensville Bike and Pedestrian Way Commission
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: January 14, 2021
SUBJECT: Highland Road Bike/Pedestrian Spur

Background

Chris Doughty and Lori Lorenz provided the attached proposal for a Highland Road Bike/Pedestrian Spur.

Analysis

The submittal requested placement on the agenda for feedback. It is unclear whether the request is for funding, participation, approval, or as a proposed dedication to the City. Staff reviewed the request and note the following:

- In 2009, the City decided to serve this area with bicycle and pedestrian accommodations with a 4' bike lane. This would be a duplicate of infrastructure, while there are other areas that continue to be without bicycle facilities.
- An off-road path was not listed in the 2010 to 2030 Recommendations report and is not included on the prioritized list (see attached).
- Similar to the off-road bike path on Donges Bay Road, the City does not have staffing for snow removal on a dedicated off road path.

Should the parties decide to pursue a project, they should also consider:

- Cost for design
- Cost for property or easement acquisition; it does not appear as though there is sufficient right-of-way in all locations to maintain proper road drainage and construct a 10' wide path with 1' shoulders.
- Utility conflicts; see attached pictures regarding utility poles and infrastructure
- Traffic study and revised cost for the "signal beacon". While it is unclear what exactly is intended, signal beacons are required to meet certain traffic warrants and should be vetted through a policy discussion with the Park and Open Space Board, Public Works Committee and Common Council.
- If intended to be constructed with public funds, the City does not currently have any available funding in a dedicated bicycle/pedestrian facility fund. Therefore, it would have to be submitted as a capital budget request prior to construction.
- If intended to be constructed with private funds, and maintained by a private entity, the proposers should consider constructing on private property.
- If intended to be constructed with private funds and dedicated to the City for operation and maintenance, a Dedication Agreement is required, subject to Common Council approval.

Please also note that based upon previous analysis, a bicycle/pedestrian only bridge over the Milwaukee River was determined to be cost prohibitive. The resolution was to follow the

SEWRPC plan for a vehicular connection that includes bicycle/pedestrian facilities when warranted. In 2015, the Committee removed the project from the prioritized list and placed it in the “low feasibility” category.

Fiscal Impact

The proposal included a cost estimate. As noted, staff recommends that the proposers consider the cost of design, traffic study, utility conflict and property or easement acquisition. Understanding that all of those items may impact the ultimate construction cost, which the proposers acknowledge are subject to change.

Recommendation

Staff recommends that the Commission provide feedback to the proposers. Depending on the intended means and methods of both construction and ultimately ownership, the Commission should also be clear in the process required to achieve approval prior to construction.

Attachments:

Highland Road Bike Spur Project Summary 010621 (PDF)

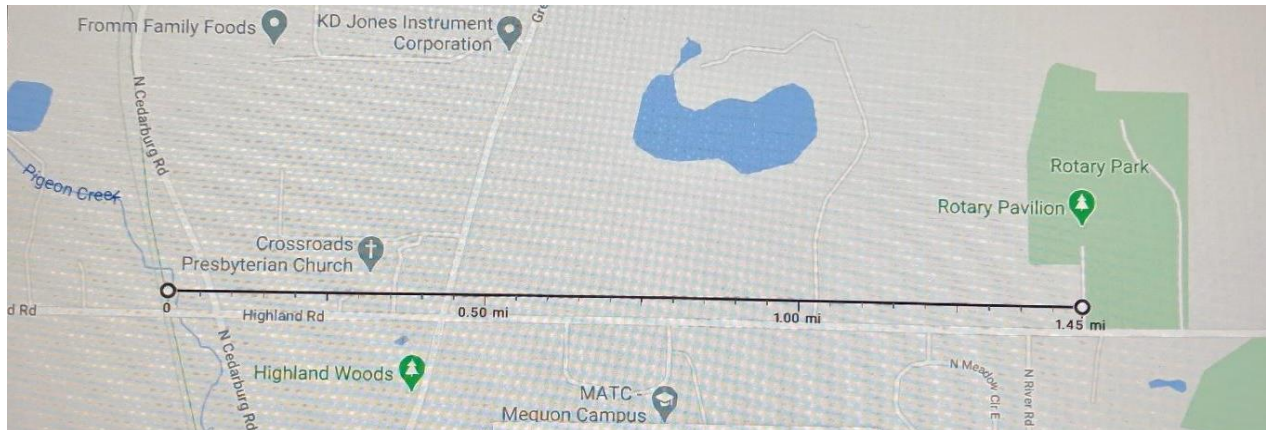
2010-2030 Bike and Pedestrian Way Commission Recommendations (Highland Road) (PDF)

OIT to Rotary Park Map (PDF)

Highland Road Right-of-Way(PDF)

Highland Road Bike/Pedestrian Spur

2021 Project



Mission: To create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville.

Cost estimate to construct 1.5 mile path = \$365,000:

1. \$300,000 for 1.5 mile paved 10 foot wide bike / pedestrian path from Ozaukee Interurban Trail on the north side of Highland Road to Rotary Park. (See homeowner land affected on next page)
2. \$15,000 Bike/Pedestrian crosswalk (\$5,000) and signal beacon (\$10,000) at River Road and Highland
3. \$50,000 endowment to cover projected maintenance costs of \$2,525/mile

Ultimate goal: To create a biker and walker friendly city to connect the residents with the City Center. This will eventually include safe bike/pedestrian loops as well as a Bike/Pedestrian bridge across the Milwaukee River at River Road to efficiently connect the North and the South sides of the city for bikers, walkers and runners.

Respectfully submitted,

Chris Doughty

Lori Lorenz

January 6, 2021

City of Mequon Property Owners AffectedSOURCE: <https://www.ascent.co.ozaukee.wi.us/LandRecords/PropertyListing/RealEstateTaxParcel#/Search>**North Side of Highland Road between Rotary Park (4100 W Highland) and OIT (6400 W Highland)**

Parcel	Owner(s)	SiteAddress
140121000100 - City of Mequon	CITY OF MEQUON	4100 W HIGHLAND RD
140121000200 - City of Mequon	CITY OF MEQUON CITY PARK	4100 W HIGHLAND RD
140121100200 - City of Mequon	DEVEREUX, SCOTT A, ; FARKAS, ELIZABETH A,	4124 W HIGHLAND RD
140111600500 - City of Mequon	ALEVIZOS, JAMES G	4406 W HIGHLAND RD
140111600300 - City of Mequon	MATHWIG, SCOTT J; MATHWIG, JENNIFER A	4412 W HIGHLAND RD
140111600400 - City of Mequon	CRAIG SMITH LIVING TRUST	4418 W HIGHLAND RD
14010900800 - City of Mequon	KELLNER-KRUG LLC	4508 & 4550 W HIGHLAND RD
140111600100 - City of Mequon	ARPE, WILLIAM R, ; KELLER, TED D,	4508 W HIGHLAND RD
14010900500 - City of Mequon	KELLNER-KRUG LLC; ARPE, WILLIAM R,	4550 W HIGHLAND RD
140111400400 - City of Mequon	MEQUON TRUST	4650 W HIGHLAND RD
140111400300 - City of Mequon	ARPE, WILLIAM R, ; ARPE, MARIANNE ,	4710 W HIGHLAND RD
140111400500 - City of Mequon	ALVIN K KRUG 2012 IRREVOCABLE TRUST	5048 W HIGHLAND RD
14010900300 - City of Mequon	TED D KELLNER REVOCABLE TRUST	5112 W HIGHLAND RD

South Side of Highland Road between Rotary Park (4100 W Highland) and OIT (6400 W Highland)

Parcel	Owner(s)	SiteAddress
140140200000 - City of Mequon	MILWAUKEE AREA VOCATIONAL TECH & ADLT ED DIST	5555 W HIGHLAND RD
140140600300	MILWAUKEE AREA VOCATIONAL TECH & ADLT ED DIST	5555 W HIGHLAND RD
XXXXXXXXXXXX -- City of Mequon	HIGHLAND WOODS	12701 N GREEN BAY RD
VARIOUS	BACKYARDS OF APPROX 6 HOMES ON N MEADOW CIRCLE W	N MEADOW CIRCLE W
140130600400 -- City of Mequon	GENTIAN FINANCIAL	12740 N. RIVER RD

SPECIFIC RECOMMENDATIONS

EAST-WEST ROUTES

Pioneer Road

The heaviest-traveled section of Pioneer Road, from Green Bay Road west to Wauwatosa Road, has an off-road paved trail on the south side and 4' paved shoulders from Wauwatosa Road West to Davis Road.

We recommend a 4' bike lane continuing from Davis Road to Wasaukee Road.

Continuing east from Green Bay Road there is a 4' bike lane to Port Washington Road. This leaves a gap just east of Port Washington Road to the popular Lake Shore Road. We recommend this section be given 4' bike lanes.

Bonniwell Road

No Recommendation. This road carries light traffic.

Highland Road

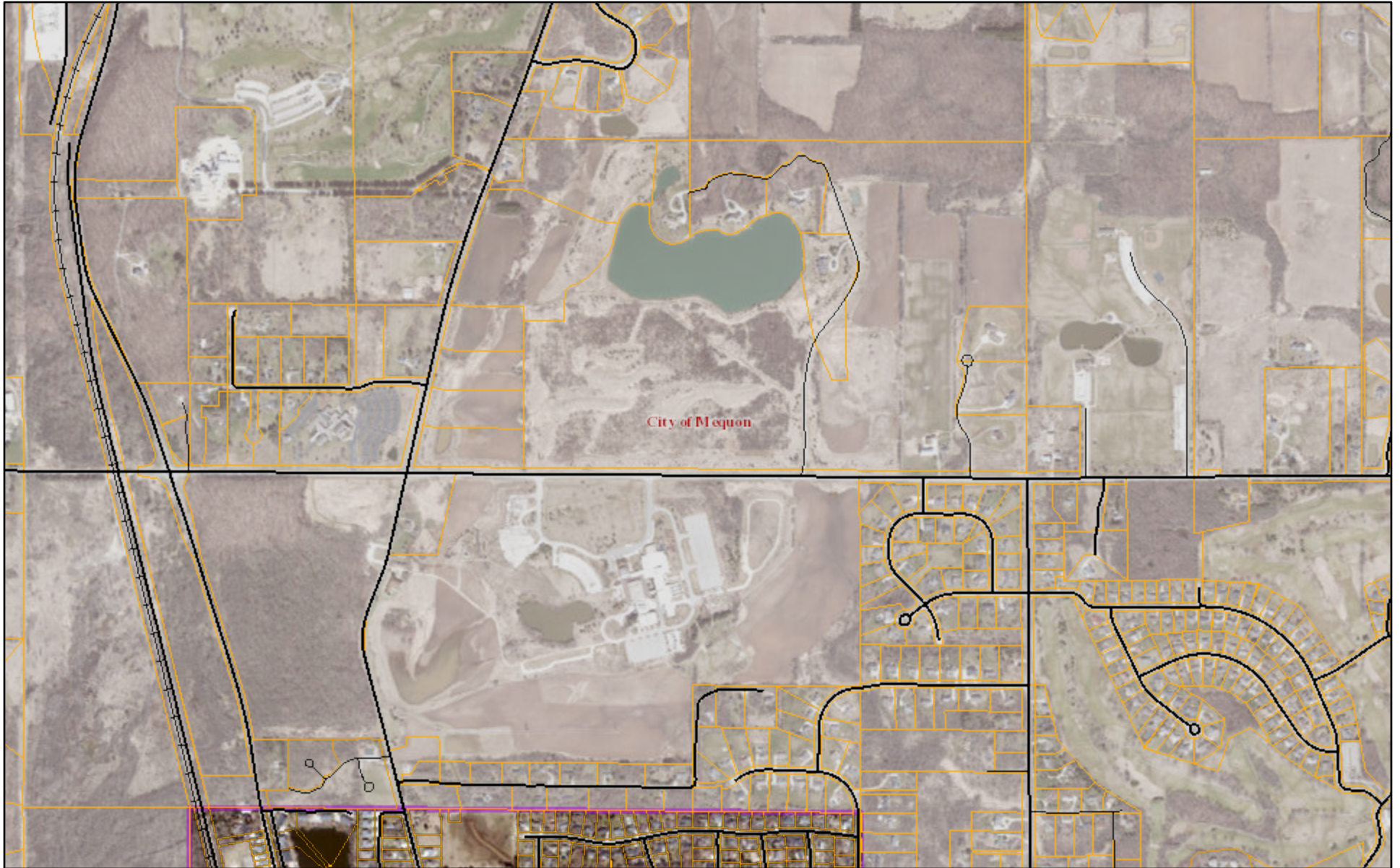
This road from Lake Shore Drive west to the OIT was repaved with a 4' bike lane in 2009. When the remaining stretch from the OIT west to Wasaukee Road is re-paved we recommend 4' bike lanes.

Rotary Park is a popular park for community events. It is well-connected to residents to the south, but not to the north. At least a hiking trail or off-road paved trail should be considered extending the east parking area in Rotary Park north to Laurel Lane where a route to subdivisions near Bonniwell Road would then be complete.

Freistadt Road

In Thiensville, Freistadt Road from River Road west to Green Bay Road is a narrow, busy street. Bike traffic on this stretch is routed south on Riverview Drive. The Commission recommends signage on that route.

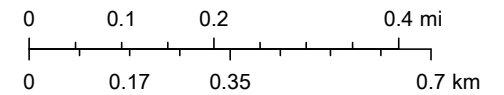
OIT to Rotary Park Map

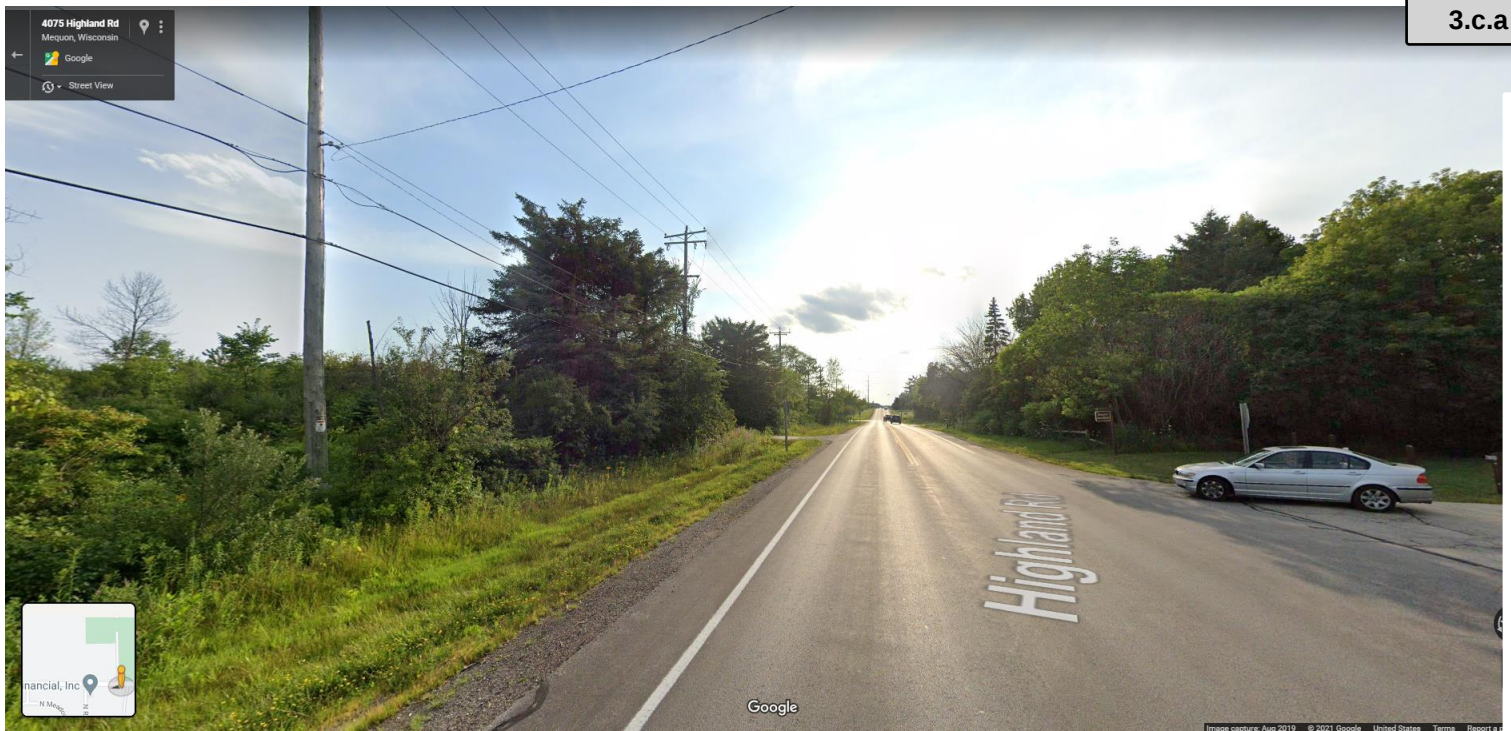


1/7/2021, 7:25:15 AM

Civil Divisions	Town	Road Right-of-Way	Overlap	Local Roads	Highways
City	Parcels	Condominium	Tax Parcel	Private Road	US Highway
Village	Road Reservation	Gap		Town/Public Road	State Highway

1:18,056





Note:

- Proposal does not contemplate connection to the east driveway



Note:

- Design should address the impact to existing landscaping and buffer



Note:

- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
- Modifying drainage may impact more than the right-of-way
- Drainage must be included in the design of the off-road path



Note:

- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
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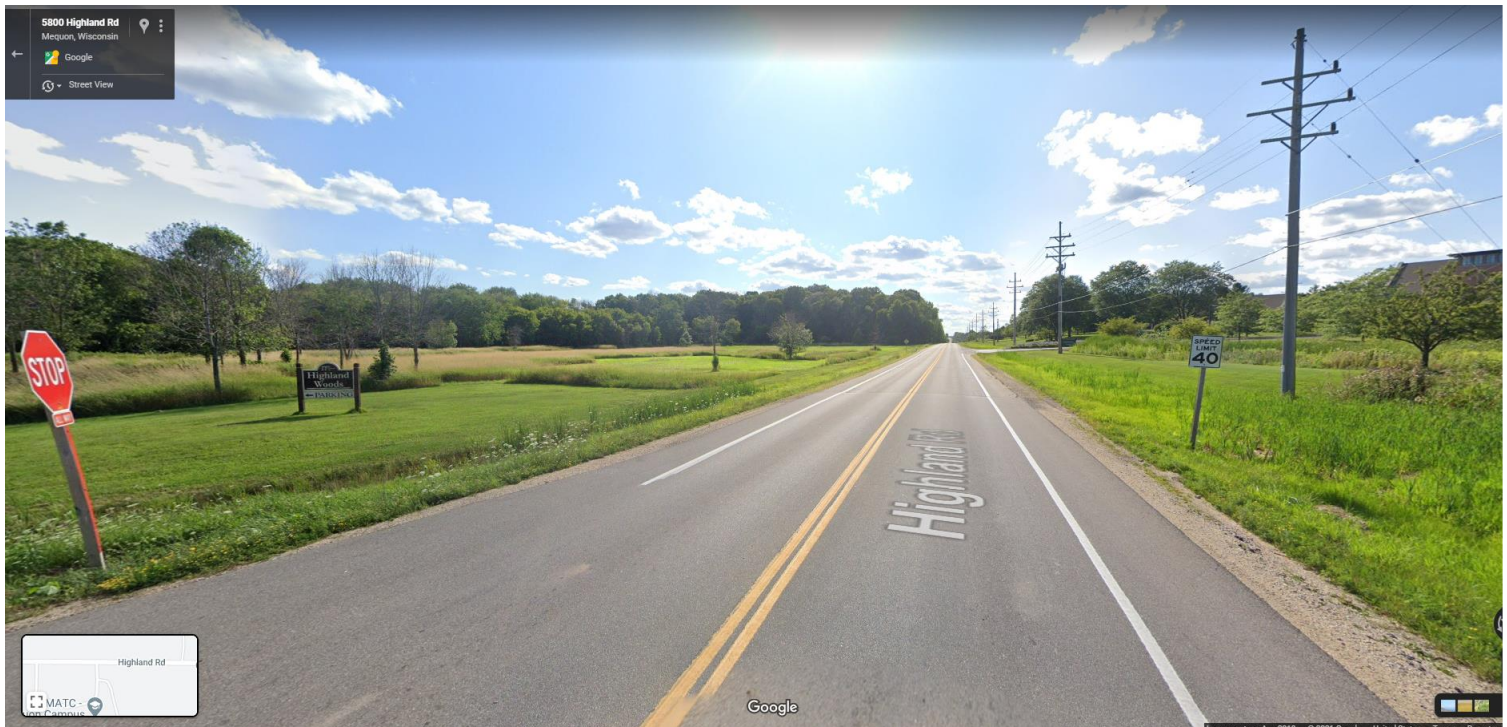
Note:

- Potential for utility conflict at the intersection.
- The design for the proposed crosswalk should consider existing intersection design.
- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
- Modifying drainage may impact more than the right-of-way
- Drainage must be included in the design of the off-road path



Note:

- Potential for utility conflicts.
- The design for the proposed crosswalk should consider existing intersection design.
- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
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Note:

- Potential for utility conflicts.
- The right-of-way may not be sufficient to allow a 10' path with two 1' shoulders and maintain existing drainage
- Modifying drainage may impact more than the right-of-way
- Drainage must be included in the design of the off-road path



WisDOT 2022-2026

Transportation Alternatives Program (TAP) Application

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

Review and utilize TAP guidelines and application instructions when completing this document.

As discussed in the WisDOT TAP Guidelines, this application will go through a two-step process. The first step will be an assessment by the region as to eligibility and whether or not the project will be able to meet the rigorous, statutorily mandated commencement deadline. The second step will be an assessment of the relative merits of the application compared to other eligible applications. **Applicants will be notified if their application is found ineligible.**

Application Type

Select one and only one box for the application type. Please note that projects which are within the boundaries of a TMA will need to either compete locally within the MPO or as part of the Statewide solicitation. Refer to this map (<http://wisconsindot.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

- ☐ Appleton Area Metropolitan Planning Organization (MPO) –
- ☐ Green Bay MPO
- ☐ Madison Area MPO
- ☒ Southeastern Wisconsin Regional Planning Commission (Milwaukee OR Round Lake Beach)

If none of the above, project application is from:

- ☐ Area with population between 5,000 and 200,000
- ☐ Area with population of 5,000 or less
- ☐ Region-wide: % of population within a TMA area
 % of population between 5000 and 200,000

Project Applicant

Name, Location of Public Sponsor and Sponsor Type:

Sponsor Name: **M-T Trails Foundation, Inc.**

Sponsor Type (Check appropriate box):

Local government (check one): ☐ County ☐ City ☐ Village ☐ Town

- ☐ Regional transportation authority ☐ Transit agency
- ☐ State or federal natural resource/public land agency
- ☐ School district or school(s)
- ☒ Non-Profit entities responsible for administration of local transportation safety programs
- ☐ Tribal Nation

Project Title: **Highland Road Bike Spur**

Describe location, boundaries and length of the project: **To create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville in Ozaukee County in Wisconsin.**

County: **Ozaukee**

Street Address of Project (if located on a highway or road): **4100 - 6340 Highland Road, Mequon WI 53092**

Note: For infrastructure projects, attach an electronic project location map in PDF Format, size 8½ by 11.

Project Contact

Primary Public Sponsor Agency Contact Information:

Name: **John Wirth** Title: **Mayor, City of Mequon** Street Address: **11333 N. Cedarburg Road** Phone: **(262)242-3100**
Municipality: **Mequon** State: **WI** Zip: **53092**

Secondary E-mail: **mayor@ci.mequon.wi.us**

Secondary Public Sponsor Agency or Private Organization Contact Information (if applicable):

Organization / Agency Name:

Name: Title: Street Address: Phone : () -
Municipality: State: **WI** Zip:
E-mail:

Head of the Local Public Sponsor Agency or Private Organization Contact Information:

Organization / Agency Name: **M-T Trails Foundation, Inc.**

Name: **Lori Lorenz** Title: **Member M-T Trails Foundation, Inc.** Street Address: **9801 N Hilltop Lane** Phone : **(847) 404-9728**
Municipality: **Mequon** State: **WI** Zip: **53092**
E-mail: **lorenzlh92@gmail.com**

MPO, if applicable

Select one, if applicable,

- ☐ Bay Lake RPC (Sheboygan),
- ☐ Brown County Planning Commission (Green Bay)
- ☐ Chippewa-Eau Claire MPO (WCWRPC – Eau Claire)
- ☐ Duluth/Superior Metropolitan Interstate Committee (Superior)
- ☐ East Central Wisconsin RPC (Appleton, Oshkosh)
- ☐ Fond du Lac MPO (Fond du Lac)
- ☐ Janesville MPO (Janesville)
- ☐ La Crosse Area Planning Committee (La Crosse)
- ☐ Madison Area MPO (Madison)
- ☐ Marathon County MPO (Wausau)
- ☒ Southeastern Wisconsin RPC (SEWRPC - Waukesha)
- ☐ Stateline Area Transportation Study (Beloit)

Refer to this map (<http://wisconsin.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

MPO Project Prioritization

If an MPO is submitting more than one project in an urbanized area within an MPO, the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:**

Please Note: MPO Project Prioritization is due by January 28, 2022.

Attachment: M-T Trails TAP Grant Application (RESOLUTION 3926 : M-T Trails Foundation TAP Grant Support)

Project Activity

TAP Eligibility Category:

Indicate which **ONE** of below categories best identifies the proposed project:

- ☒ Bicycle-Pedestrian Facilities: construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation (**this category includes on-road bicycle lanes, sidewalks, etc.**)
- ☐ Safe routes for non-drivers, including children, older adults, and individuals with disabilities
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- ☐ Construction of turnouts, overlooks, and viewing areas
- ☐ Historic preservation and rehabilitation of historic transportation facilities
- ☐ Safe Routes to School (SRTS) (this category includes infrastructure and non-infrastructure activities)

NOTE: Applicants proposing a project within the SRTS eligibility category **MUST** complete the 'School Demographics' and 'Safe Routes to School Plan' sections on page A-5 below.

Project Summary (400 words or less). Please copy and paste your response from a Word Document.

Applicants must fill out the project summary field below. This summary is also the first question in the narrative section.

PROJECT: The Highland Road Bike/Pedestrian Spur will create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville in Ozaukee County in Wisconsin. This includes a signal beacon to cross Highland Road to Rotary Park and an endowment to cover projected depreciation and maintenance. Rotary Park in Mequon is loved for the multiple recreation uses--bicycling, walking, running, competitive sports, playgrounds, fishing ponds, river access and entertainment. This path will enhance the accessibility of Rotary Park while providing connectivity to the Interurban Trail. Currently residents along the 1.5 miles of proposed path have no safe access to bicycle or foot from Rotary Park to the OIT and a pedestrian death and numerous complaints to the City of Mequon Police Department of unsafe pedestrian/biking incidents have prompted the request from local residents to provide safe access. The Highland Road Bike Path will resolve these safety issues and enhance the Mequon Community. It will also make the 14 mile OIT accessible for residents. The path is designed to be top quality, lasting 20 years. The 10 foot wide path has a 12 inch base of 1 ½" aggregate base course, topped with 3" of HMA (Hot Mix Asphalt) Pavement 4LT 58-28S. The 2 ft shoulders will have the same 12 inch base with limestone screenings. The final path will therefore be 14 feet wide. **NOTE:** The Ozaukee Interurban Trail is a continuation from the Oak Leaf that follows an old railroad line from Milwaukee to Sheboygan through Ozaukee County. The proposed 1 ½ mile Highland Spur will take you east to the lovely Rotary Park.

Project Benefit

Check all applicable project benefits, then describe in application narrative:

- ☒ **ENVIRONMENTAL**
- ☒ Increases likelihood of modal shift to biking, walking or transit from utilitarian car travel.
 - ☒ Increases access and connection to the natural environment.
- ☒ **PUBLIC HEALTH** - Project would have a demonstrable impact upon public health of applicant community.
- ☐ **ECONOMIC JUSTICE** - Project would go beyond community enhancement to address a specific "communities of concern," including elderly, disabled, minority, and low-income population? The project within close proximity of public parks, schools, libraries, public transit, employment and/or retail centers, and residential areas. The project improves low income access to transit, jobs, education, and essential services.
- ☒ **SAFETY** - Project addresses a specific safety concern. The project contains or addresses:
- ☐ Collision data
 - ☒ Lack of adequate safe crossing or access
 - ☐ Lack of separated facility
 - ☒ High speed/volume
 - ☒ Provides sidewalk or pathway, with curb-cuts
 - ☒ Provides bike lanes, markings, and signage
 - ☒ Implements traffic calming measures
 - ☒ Signage and/or markings directed to safety concern
 - ☒ Provides crosswalk enhancement (striping, refuge island, signal, etc.)
- For SRTS Projects there is:**
- ☐ Documented bike/pedestrian crash involving school age children or crossing guard at arrival/dismissal times near the school.
 - ☐ Crossings of state highways, main arterial roads or other high speed or high traffic volume roads.
 - ☐ Lack of bicycle and pedestrian facilities or lack of connectivity of facilities that do exist.
 - ☐ High level of parental concern documented in survey data.
 - ☐ Few or no children who live within 1 mile walk or bike. Busing may be offered to everyone because of documented hazards.
 - ☐ Children are walking but application shows that unsafe conditions exist.
- ☐ **HISTORICAL AND/OR PRESERVATION SIGNIFICANCE** – Project would have strong historical or preservation benefit.
- ☒ **ECONOMIC DEVELOPMENT** – Project facilitates economic development by increasing bicycle/pedestrian traffic in commercial corridors or by creating a destination that will help retail.

Local Resolution of Support

There is or there will be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, or Regional Planning Commission Policy Board).

☒ Yes ☐ No

Please note that a resolution **will be required** for an application to be eligible, which means a **copy of the resolution** should be submitted to the **Region Local Program Manager** no later than **5:00 PM April 18, 2022**.

Existing Facilities & Projects that Impact the Proposed Project**Rail Facilities:**

Does a railroad facility exist within 1,000 feet of the project limits?

☒ Yes ☐ NoIf yes, specify: *Choose an item.*

If yes, does the project physically cross a rail facility?

☐ Yes ☒ No

Owner of Rail Facility:

Will an easement from OCR be required?

☐ Yes ☒ No

Is the proposed project location in an area with known safety issues?

☒ Yes ☐ No

If yes, specify: **The traffic typically moves on Highland Road over the posted 40 MPH speed limit, which is extremely fast to avoid a biker/walker. The 4 foot bike lanes contiguous to the road are not adequate protection to protect bikers and walkers considering they have to move into the regular lane to go around mailboxes, inattentive drivers swerve into the bike lanes, and drivers use the bike lanes to go around turning vehicles. A man was killed getting his mail on Highland Road. Residents and users of Highland Road have communicated to the Police Department that they do not feel safe walking or biking on Highland Road. and (consider applying for Highway Safety Improvement Program (HSIP) funds if applicable)**

Is this project on or parallel to a local road or street?

☒ Yes ☐ NoIf Yes, provide the name of the road or street: **Highland Road**

Does this project cross a state or federal highway?

☐ Yes ☒ No

Does this project run parallel to a state or federal highway?

☐ Yes ☒ No

If Yes to any of these questions attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable). Examples are available in [FDM15-1-5](#) attachment [5.3](#) of the WisDOT facilities Development Manual.

Will this project be constructed as part of another planned road project?

☐ Yes ☒ No

If Yes, specify if this is a state, county, or local project and when the road project is scheduled for construction:

Will any exceptions to standards be requested?

☐ Yes ☒ No

If Yes, provide a brief description of the exceptions that may be requested:

Real Estate (RE) /Right of Way (ROW)

Was any real estate acquired or transferred in anticipation of this project?

☐ Yes ☒ No

If yes, please explain.

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

None

Is the project on an existing right of way (ROW)?

☒ Yes ☐ No**(NOTE: It is recommended that local funds be used to acquire right of way)**

If Yes, have you obtained a permit from the WisDOT Regional Office Maintenance Section to conduct work on the right of way?

☐ Yes ☒ No**Check all boxes that apply to ROW acquisition for this project:**☐**None**☐**Less than ½ acre**☐**More than ½ acre**☐**Parklands**☐**Large parcels**☐**Temporary interests**

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

If right of way was acquired in anticipation of this project, attach a detailed list of available, completed project and parcel acquisition documentation. Refer to Section 11.2, Records Management, found in the *Local Program Real Estate Manual (LP RE Manual)*:

<http://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch11.pdf>.

PLEASE NOTE: Except for existing or new sidewalks, and existing bicycles or pedestrian pathways, State law prohibits the use of condemnation to establish or extend a recreational trail, a bicycle way, a bicycle lane, or pedestrian way. Refer to Section 6.3.5, Condemnation Limitations, found in the LP RE Manual:

<https://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual.pdf>

If right of way was acquired in anticipation of this project, did the acquisition contain any buildings or relocation? ☐ Yes ☐ No

If yes, Please read Section 6.2, Relocation Assistance, found in the *LP RE Manual* to determine if relocation assistance was properly offered and documented: <http://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch6.pdf>

Does the project include the need for new ROW for a sidewalk, recreational trail, or bike/pedestrian way?

☐ Yes ☒ No

If right of way is required, acquisition will occur through a transfer of an adequate interest in real property.

☐ Yes ☐ No

For real estate questions, please contact Abigail Ringel, WisDOT Local Public Agency Real Estate Statewide Facilitator, at (414) 220-5461 or Abigail.Ringel@dot.wi.gov

Environmental/Cultural Issues

Agriculture	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Archaeological sites	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Historical sites	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Designated Main Street area	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Lakes, waterways, floodplains	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Wetland	☒ Yes	☐ No	☐ Not Investigated
Comments:			
Storm water management	☒ Yes	☐ No	☐ Not Investigated
Comments:			
Hazardous materials sites	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Hazardous materials on existing structure	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Upland habitat	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Endangered/threatened/migratory species	☐ Yes	☒ No	☐ Not Investigated
Comments:			

Section 4(f)	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Section 6(f)	☐ Yes	☒ No	☐ Not Investigated
Comments:			
Through/adjacent to tribal land	☐ Yes	☒ No	☐ Not Investigated
Comments:			

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): **None**

Local Force Account (LFA): Will the proposed project utilize municipal employees to complete any portion of the construction activities? ☐ Yes ☒ No

If yes, explain the desired LFA portion of the project.

NOTE: LFA work must include labor, equipment and materials. The purchase of materials only is not considered to be a legitimate project.

NOTE: Please review WisDOT TAP Guidelines for restrictions on certain LFA work as of July 1, 2015.

Maintenance (only complete this section if project application involves a trail project):

Will the facility be snowplowed in the winter? ☒ Yes ☐ No

Comment: **Total cost includes \$100,000 endowment to perpetually fund maintenance and plowing of the trail**

If no to the above question, will the trail allow snowmobile use in the winter? ☐ Yes ☐ No

Comment:

Anticipated fee for trail use: ☐ Yes ☒ No

Comment:

Anticipated equestrian use on trail: ☐ Yes ☒ No

Comment:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

School Demographics (Complete ONLY if submitting a project within the SRTS **Programming / Planning** eligibility category)

What are the name(s) and demographics for each school affected by the proposed program or project?

Optional: Alternatively, SRTS project applicants may submit a narrative response detailing school demographics provided that all fields below are answered in such attachment.

School name: School population: Grades of students at school:

Estimated number of students currently walking to school (if known):

Estimated number of students currently biking to school (if known):

Does the school have any policies related to walking or biking?

Distance eligibility for riding a bus: Number of children not eligible for busing:

Number of students eligible for busing because of a hazard situation:

Percentage of students living within one mile of the school:

Percentage of students living within two miles of the school:

Percentage of students eligible for free or reduced-cost school meals:

Community(s) served by school: Community(s) population:

Safe Routes to School Infrastructure (Complete ONLY if submitting a project within the SRTS eligibility category)

Does your school or community have a Safe Routes to School plan? ☐ Yes ☐ No

If yes, can it be viewed online? ☐ Yes, the website address is ☐ No, it is attached with the application.

If no; in no more than 400 words, attach a Word document describing any SRTS-related planning efforts undertaken by the school or community.

CONFIDENTIAL INFORMATION

Project Costs, Priorities, and State Fiscal Years:

NOTE: Do not include pages A-7 and A-8 in the Concept Definition Report (CDR) for approved TAP projects.

Complete the table below for the appropriate fiscal years of the application/project cycle (2022-2026). If a sponsor proposes to construct a project in phases throughout multiple years, schedule the project costs as appropriate and provide further details in the project description.

In addition to the table below, **attach a detailed breakdown of project costs in Microsoft Excel**. This detailed breakdown must clarify assumptions made in creating the budget such that a third-party reviewer would be able to substantiate the assumptions.

Submit a separate application and budget for each project or stand-alone project segment for which you are willing to accept funding, or for a bike trail section that could function as a separate facility. Project requests are not considered for partial funding.

Applicants may work with the Local Program Manager within their region for assistance to more accurately estimate costs. All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. Also, WisDOT Region staff may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

Project Prioritization

If a sponsor is submitting more than one project the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority: 1**

☐ **Design:**

☐ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

☐ 80% Federally Funded ("state review only" projects are not allowed)

☐ FY 2023 ☐ FY 2024 ☐ FY 2025

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

	Total Funding	Federal Funding	Local Funding
A. Design Plan Development	\$	\$	\$

B. State Review for Design (provided by WisDOT Region)	\$	\$	\$
Total Design Cost Estimate with State Review (sum lines A and B)	\$	\$	\$

- ☒ **Construction:**
Basis for Construction Estimate: ☒ Itemized ☐ Per Square Foot ☐ Past Projects
☐ Other, please specify:
Schedule Preference: ☒ FY 2024 ☐ FY 2025 ☐ FY 2026

Total Funding Federal Funding Local Funding

Total Participating Construction Cost	\$922,000	\$738,000	\$184,000
Total Non-Participating Construction Cost	\$	\$0	\$
A. Subtotal Construction Costs	\$922,000	\$738,000	\$184,000
B. Construction Engineering Costs (Coordinate with WisDOT Region)	\$79,000	\$63,000	\$16,000
C. State Review for Construction (Provided by WisDOT Region)	\$79,000	\$63,000	\$16,000
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$1,080,000	\$864,000	\$216,000

- ☐ **Real Estate:** (Recommend funding with local funds.)

☐ FY 2023 ☐ FY 2024 ☐ FY 2025

Total Real Estate Cost (round to next \$1,000) \$

- ☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility.
Recommend funding with local funds.

☐ FY 2023 ☐ FY 2024 ☐ FY 2025 ☐ FY 2026

Total Utility Cost (round to next \$1,000) \$

- ☐ **Other:** (Planning or SRTS Non-Infrastructure Programming):

☐ FY 2023 ☐ FY 2024 ☐ FY 2025 ☐ FY 2026

Total Other Cost (round to next \$1,000) \$

NOTE: WisDOT Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>.

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

Narrative Response

Provide a narrative response attachment answering questions 1 through 6, making sure to provide information in response to each sub-question. Please limit the response to three (3) double-spaced pages, using a **minimum 11-point font size and a 1-inch margin**.

1. PROJECT DESCRIPTION AND OVERVIEW.

This is the summary from page A-3 of the application. It is a general overview of the project, including type of facility or project, location (please attach a location map or maps) and any other information about the project. It is brief. Limited to about 400 words.

2. PROJECT PLANNING & PREPARATION & LOCAL SUPPORT

Describe the degree to which this project was planned for and the local support and commitment for the project. If this project is part of a plan, describe that plan and the project's priority in that plan. If this is a planning project describe how this project will be integrated into other efforts. For SRTS projects, describe walk/ bike audits, parent surveys and data on crashes that support the selection of this project. Provide data that supports the selection of your project.

3. PROJECT UTILITY & CONNECTIVITY

For Infrastructure Projects

Describe the degree to which this project serves utilitarian rather than recreational purposes and how, if at all, the project adds connectivity to the state's multi-modal transportation network, including bicycle, pedestrian and transit facilities. Make specific reference to distance between modal connections and destinations. Describe how, if at all, the proposed project would connect to these existing land uses: park, school, library, public transit, employment and/or retail centers, residential areas, other. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Planning Projects

Implementation of plan would serve a broad geographic area and adds connectivity to the state's multimodal transportation network. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Safe Routes to School Programming Projects

Will the project get a higher percentage of children walking and biking to school - addresses clear safety problems for children already walking/biking. Address the following desired outcomes: reduction in parent concerns that keep them from allowing children to walk/bike; potential for changes in hazard busing; change in policy limiting walking/biking to school; increased school commitment to promoting walking/biking; improved driver behaviors in the school zone; making it more appealing for children to walk/bike; more law enforcement participation in walking/biking issues

4. PROJECT BENEFIT– ENVIRONMENTAL, LIVABILITY, ECONOMIC JUSTICE, PUBLIC HEALTH, HISTORICAL PRESERVATION, & SAFETY

Describe the benefits likely derived from the proposed project, this description should correspond to the project benefit section on page A-3.

NOTE: A TAP projects should contribute to a community benefit. Projects that contributes to more than one benefit or have significant impact on a particular benefit will receive more points.

5. HISTORY OF SPONSOR SUCCESS, DELIVERABILITY AND COMMITMENT TO MULTIMODAL

How will the project be implemented on time? What obstacles or problems must be overcome to implement this project, and in light of project obstacles, describe how the project sponsor will comply with

state law and policy requiring project commencement within four years of the award date, and project completion within approximately six years? Please describe prior experience with other multimodal projects and success in delivering those projects in the year in which they were scheduled. For example, were you able to deliver the project in the year it was programmed? Have you ever had to turn back awarded federal funds? Please explain. If problems were experienced in the past, what will be done on this project to ensure successful completion? Describe the project sponsor's commitment to multimodal programs and facilities generally like a complete streets ordinance, advisory committees, or inclusion of multimodal accommodations in any other local program projects.

Key Program Requirements Confirmation

Please confirm your understanding of the following project condition by **typing your name, title and initials** at the bottom of this section. **A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.**

WisDOT will deem ineligible any application that does not provide confirmation to this section.

- a. Private organizations proposing projects must have a public project sponsor such as a local government unit.
- b. The project sponsor or private partner must provide matching dollar funding of at least 20% of project costs.
- c. This is a reimbursement program. The project sponsor must finance the project until federal reimbursement funds are available.
- d. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or other costs that ineligible for federal reimbursement. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly executed officers or officials, agrees and authorized the state to set off and withhold the required reimbursement amount as determined by the state from any monies otherwise due and payable by the state to the municipality.
- e. The project sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. The project sponsor will follow the applicable federal and state regulations required for each phase of the project. Some of these are described in the Guidelines. The requirements include, but are not limited to, the following: a Qualifications Based Selection (QBS) process for design and engineering services (Brooks Act); real estate acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments; competitive procurement of construction services; Davis-Bacon wage rates on federal highway right-of-way projects; WisDOT FDM & Bicycle Facilities Handbook; ADA regarding accessibility for the disabled; MUTCD regarding signage; U.S. Department of the Interior standards for historic buildings. Each WisDOT Region can provide copies of the current *Sponsor's Guide to Non-Traditional Transportation Project Implementation*, and references for sections of the Facilities Development Manual (FDM) and other documents necessary to comply with federal and state regulations. **Applicants who plan to implement their projects as Local Let Contracts using the Sponsor's Guide must become certified that they are capable of undertaking these projects.**
- g. If applying for a bicycle facility, it is understood that All Terrain Vehicles (ATVs) are not allowed. Snowmobile use is only allowable by local ordinance. Trail fees may only be charged on a facility if the fees are used solely to maintain the trail. WisDOT reserves the right to require that facilities be snowplowed as part of a maintenance agreement where year-round use by bicyclists and pedestrians is expected.
- h. The project sponsor agrees to maintain the project for its useful life. Failure to maintain the facility, or sale of the assets improved with FHWA funds prior to the end of its useful life, will subject the sponsor to partial

repayment of federal funds or additional stipulations protecting the public interest in the project for its useful life.

- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. The project sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of Design and Construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same match requirements 80% / 20% match requirements.
- k. Projects that are fully or partially federally funded must be designed in accordance with all applicable federal design standards, even if design of the project was 100% locally funded.
- l. As the project progresses, the state will bill the project sponsor for work completed that is ineligible for federal reimbursement. Upon project completion, a final audit will determine the final division of costs as between the state and the project sponsor. If reviews or audits reveal any project costs that are ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- m. ***For 100% locally-funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding only for state review of design projects.
- n. The project sponsor acknowledges that the requisite project commencement requirement and that failure to comply with the applicable commencement deadline will jeopardize federal funding. Commencement is within four years of the date of the project award. The project must be commenced within four (4) years of the project award date according to Sec. 85.021, Wis. Stats. For construction projects, a project is commenced when construction is begun. For planning projects, a planning project is commenced when the planning study is begun. For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.
- o. The project sponsor acknowledges that the requisite project completion timeline for approved TAP projects will be memorialized in a state-municipal agreement, and failure to comply with the applicable project timeline will jeopardize federal funding.
- p. Federally-funded transportation construction projects, with the exception of sidewalks, are likely improvements that benefit the public at large. Improvements of this type cannot generally be the basis of levying a special assessment pursuant to Wis. Stat. § 66.0703. Municipalities who wish to obtain project funding via special assessment levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App. 83.

Please confirm your understanding of the following project condition by typing your name, title and initials at the bottom of this section. A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.

I confirm that I have read and understand project conditions (a) through (o) above:

Name: Lori Lorenz

Title: Member, M-T Trails Foundation, Inc.

Accepted (please initial here): LL

Fiscal Authorization and Signature

Application prepared by a consultant? ☐ Yes ☒ No

If yes, consultant information and signature required below.

Consultant Company Name:

Company Location (City, State):

Consultant Signature (electronic only):

Date:

NOTE: On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

- a.) uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
- b.) uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In either case, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality. See FDM 8-5-3 for additional information: <https://wisconsindot.gov/rdw/fdm/fd-08-05.pdf#fd8-5-3>

Sponsor Agency: **M-T Trails Foundation Inc.**

Contact Person: **Lori Lorenz**
(Note: must be Head of Government or Designee)

Title: **Board member**

Address: **9801 N Hilltop Lane, Mequon WI 53092**

Telephone: **847-404-9728**

Email: **lorenzlh92@gmail.com**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below is confirming that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only):

Date:

Application and Attachments Checklist

Submit applications and attachments utilizing the contact information contained in the corresponding TAP Pre-Scoping Application Instructions. Applicants must **submit eligible applications on or before 5PM on January 28, 2022**, and must include the following documents:

- ☒ A completed application **in Microsoft Word format**
- ☒ Narrative Response: maximum of **three double-spaced** pages, **11-point font size with 1-Inch margins**
- ☒ Cost Estimate Detail as required in the **'Project Costs and Dates'** section of this application
- ☐ For infrastructure projects, an 8½ by 11 project map submitted in PDF format
- ☐ If available, a **local resolution of support** for the proposed project
- ☐ **Non-Profit Entities Only:** A resolution ratified by "Secondary Municipal Agency" listed on page A-2, certifying the Non-Profit as "Responsible for administration of local transportation safety programs"
- ☐ **If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation (**see page A-2**)
- ☐ **If proposed project crosses or runs parallel to a local road, street, or state or federal highway**, attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable) (**see page A-2**).
- ☐ **SRTS Non-Infrastructure Applicants Only:** School Demographics Information (Page A-7)
- ☐ **SRTS Applicants Only:** Description of Existing Planning Efforts (400 words or less)
- ☒ Up to **three pages** of additional attachments (photos, letters of support, etc.)

FOR WISDOT USE ONLY –This information must be entered on the spreadsheet and on the application.

WisDOT Region comments on application, including eligibility concerns:

Region Reviewer's Name:

Reviewer's Title:

Date Received:

M-T Trails Foundation

HIGHLAND ROAD BIKE/PEDESTRIAN SPUR			
PROJECTED COSTS			
1.5 mile paved 10 foot wide bike / pedestrian path from Cedarburg Road on the north side of Highland Road			
		UPDATED Projection Sept 30 2021	Description
CONSTRUCTION OF PATH *			
		\$ 788,460	Paving and construction
		78,846	Engineering (10%)
		118,269	Contingency (15%)
		985,575	Total Construction Cost of Path
SIGNAL BEACON		15,000	Estimated cost of Bike/Pedestrian crosswalk (\$5,000) and signal beacon (\$10,000) at River Road and Highland. Need will have to be determined by the City of Mequon.
EASEMENT COSTS		-	Will get easement work done for free from committee member
STATE REVIEW COSTS		79,000	Estimate 10% of constructin costs per SEWRCP
ENDOWMENT		100,000	Endowment to cover projected depreciation and maintenance costs of \$2,525/mile (**) would be \$3,800 for 1.5 mile tract.
TOTAL FUNDING		1,179,575	

* Updated project costs from Ayers and Associates preliminary 60% plan dated September 9, 2021 broken out for construction, engineering and contingency. Broad estimates, subject to change as project progresses.

** Maintenance cost for mowing, trash removal/litter cleanup, flood or rain damage repair, patching, minor regrading, removing encroaching vegetation, annual facility evaluation, snowplowing is estimated at \$2,525/mile per Milwaukee County park system at americantrails.org.

PUBLIC WORKS IMPROVEMENT OPINION OF PROBABLE CONSTRUCTION COST

Project Name: Highland Road Trail
City of Mequon
Estimator: MCL/AMF

Date: 9-Sep-21

Total Base Estimate: **\$985,575.00**

Item No.	Description	Units	Approximate Quantity	Unit Price	Total Price
<u>TRAIL (Base STA 10+00 to 28+10 - Cedarburg Road to Green Bay Road)</u>					
Lawn Restoration	LS	1		\$5,000.00	\$5,000.00
Traffic Control	LS	1		\$5,000.00	\$5,000.00
Site Preparation	LS	1		\$10,000.00	\$10,000.00
Soil, Pavement, and Concrete Testing	LS	1		\$5,000.00	\$5,000.00
Trail Excavation	LS	1		\$100,000.00	\$100,000.00
Excavation Below Subgrade (EBS)	CY	250		\$33.00	\$8,250.00
Clearing and Grubbing	LS	1		\$2,000.00	\$2,000.00
HMA Surface Course (Trail)	TON	390		\$97.00	\$37,830.00
1-1/4" Base Course (Trail)	TON	2,020		\$18.00	\$36,360.00
Limestone Screenings (Shoulders)	TON	150		\$20.00	\$3,000.00
Asphaltic Driveway Restoration	SY	100		\$50.00	\$5,000.00
6" Concrete	SF	400		\$8.00	\$3,200.00
Detectable Warning Field	SF	30		\$35.00	\$1,050.00
18" Curb & Gutter Spot Replacement	LF	20		\$20.00	\$400.00
Storm Utilities	LS	1		\$26,500.00	\$26,500.00
Erosion Control	LS	1		\$5,000.00	\$5,000.00
Utility Relocation	EA	1		\$5,000.00	\$5,000.00
Trail (Base) Subtotal					\$258,590.00
<u>TRAIL (BASE STA 28+10 - STA 82+66 - Green Bay to Rotary Park)</u>					
Mobilization	LS	1		\$30,000.00	\$30,000.00
Lawn Restoration	LS	1		\$15,000.00	\$15,000.00
Traffic Control	LS	1		\$5,000.00	\$5,000.00
Site Preparation	LS	1		\$10,000.00	\$10,000.00
Soil, Pavement, and Concrete Testing	LS	1		\$10,000.00	\$10,000.00
Trail Excavation	LS	1		\$100,000.00	\$100,000.00
Excavation Below Subgrade (EBS)	CY	750		\$33.00	\$24,750.00
Clearing and Grubbing	LS	1		\$8,000.00	\$8,000.00
HMA Surface Course (Trail)	TON	1,200		\$97.00	\$116,400.00
1-1/4" Base Course (Trail)	TON	6,190		\$18.00	\$111,420.00
Limestone Screenings (Shoulders)	TON	460		\$20.00	\$9,200.00
Asphaltic Driveway Restoration	SY	200		\$50.00	\$10,000.00
Boardwalk (10-ft Wide)	LF	50		\$350.00	\$17,500.00
Boardwalk Concrete Approaches	LS	1		\$7,500.00	\$7,500.00
Detectable Warning Field	SF	10		\$35.00	\$350.00
Storm Utilities	LS	1		\$24,750.00	\$24,750.00
Erosion Control	LS	1		\$10,000.00	\$10,000.00
Utility Relocation	EA	2		\$10,000.00	\$20,000.00
Trail (Base) Subtotal					\$529,870.00
Total Construction Cost					\$788,460.00
Contingency (15%)					\$118,269.00
Engineering (10%)					\$78,846.00
TOTAL ESTIMATED COST (BASE)					\$985,575.00

TRAIL (ALTERNATE STA 100+00 to 118+55 - Cedarburg to Green Bay Road)

Lawn Restoration	LS	1		\$5,000.00	\$5,000.00
Traffic Control	LS	1		\$7,000.00	\$7,000.00
Site Preparation	LS	1		\$10,000.00	\$10,000.00
Soil, Pavement, and Concrete Testing	LS	1		\$10,000.00	\$10,000.00
Trail Excavation	LS	1		\$15,000.00	\$15,000.00
Excavation Below Subgrade (EBS)	CY	100		\$33.00	\$3,300.00
Clearing and Grubbing	LS	1		\$15,000.00	\$15,000.00
HMA Surface Course (Trail)	TON	400		\$97.00	\$38,800.00
1-1/4" Base Course (Trail)	TON	2,030		\$18.00	\$36,540.00
Limestone Screenings (Shoulders)	TON	150		\$20.00	\$3,000.00
Retaining Wall	LF	750		\$300.00	\$225,000.00
6" Concrete	SF	150		\$8.00	\$1,200.00
Detectable Warning Field	SF	20		\$35.00	\$700.00
Storm Utilities	LS	1		\$40,000.00	\$40,000.00
Erosion Control	LS	1		\$10,000.00	\$10,000.00
Trail (Alternate) Subtotal					\$420,540.00
Total Construction Cost					\$950,410.00
Contingency (15%)					\$142,561.50
Engineering (10%)					\$95,041.00

TOTAL ESTIMATED COST (Alternate + Base STA 28+10 to STA 82+66) \$1,188,012.50

Phase 2 (Ozaukee Interurban Trail to Cedarburg Road - South of Highland Road)

Lawn Restoration	LS	1		\$3,000.00	\$3,000.00
Traffic Control	LS	1		\$7,500.00	\$7,500.00
Site Preparation	LS	1		\$5,000.00	\$5,000.00
Soil, Pavement, and Concrete Testing	LS	1		\$5,000.00	\$5,000.00
Trail Excavation	LS	1		\$5,000.00	\$5,000.00

Excavation Below Subgrade (EBS)	CY	50	\$33.00	\$1,650.00
Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
HMA Surface Course (Trail)	TON	20	\$105.00	\$2,100.00
1-1/4" Base Course (Trail)	TON	50	\$23.00	\$1,150.00
Limestone Screenings (Shoulders)	TON	25	\$25.00	\$625.00
Bridge	LF	60	\$3,300.00	\$198,000.00
Boardwalk	LF	250	\$200.00	\$50,000.00
Detectable Warning Field	SF	20	\$35.00	\$700.00
Erosion Control	LS	1	\$5,000.00	\$5,000.00
LMOR / CLMOR FEMA Permits (Other Permits in Engineering Fee)	LS	1	\$6,500.00	\$6,500.00
Trail (Alternate) Subtotal				\$301,225.00

Total Construction Cost				\$301,225.00
Contingency (25%)				\$75,306.25
Engineering (25%)				\$75,306.25

TOTAL ESTIMATED COST (Phase 2)				\$451,837.50
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**M-T Trails Foundation, Inc.
Highland Road Bike/Pedestrian Spur
Quotes and Letters of Support for the project**

Chair of Mequon/Thiensville Bike/Pedestrian Way Committee, resident and Rotarian: Sam Azinger -- *"Rotary Park is one of the many gems in our community. As a parent of small children, accessing our community on foot or on bicycles is important to keep our kids safe and to encourage healthy lifestyles for generations to come. An off road path connecting the Ozaukee Interurban Trail and Rotary Park would not only provide a safe route for families to access Rotary Park, but would also connect people in North Mequon to the Town Center District and Thiensville businesses."*

Employee who walks Rotary park and rides OIT: Lisa Sheridan, Director of Client Operations, Gentian Financial *"I walk almost daily during my lunch hour from the Gentian Building over to Rotary Park and the Wooded trail. In fact, my total walk is 3 miles in 55 mins and part of that I have to walk on the side of the road on Highland Rd to get there. The path would be such a major improvement as I would not feel like I am about to get killed or have to be on constant alert for cars from both ways not seeing me. I also bike after work sometimes too and use the Interurban bike trail path but do NOT feel at all comfortable riding a bike on Highland Rd to get to the path. Having the path would be such an added benefit."*

Gathering on the Green Executive Director: Rob Kos: *"For decades Gathering on the Green has put on our flagship event in Rotary Park. The park is a jewel in our community and we love showing it off to those who come to our events. The possibility of a bike path that would connect Rotary Park to the Ozaukee Interurban Trail is a dream come true. It would enable many more people to safely discover and explore the fantastic asset of our park."*

Principal of Christ Alone Lutheran School in Thiensville, Paul Berger: *"Christ Alone Lutheran School sees the Ozaukee Interurban Trail as an asset for teaching our students about healthy living. Because it is located on the western edge of our property, we have easy access to it. We use the trail annually for our Run/Walk benefiting Juvenile Diabetes Research Foundation. We see the potential of using the trail for teaching about biking. Having the trail connect to Rotary Park would give a great destination and turn around point for our trips"*

Mequon Police Chief, Patrick Pryor: *"The Police Dept supports the creation of defining a space for bicyclists to ride and pedestrians to walk, to foster a safer environment for the traveling motorists and bicycles."*

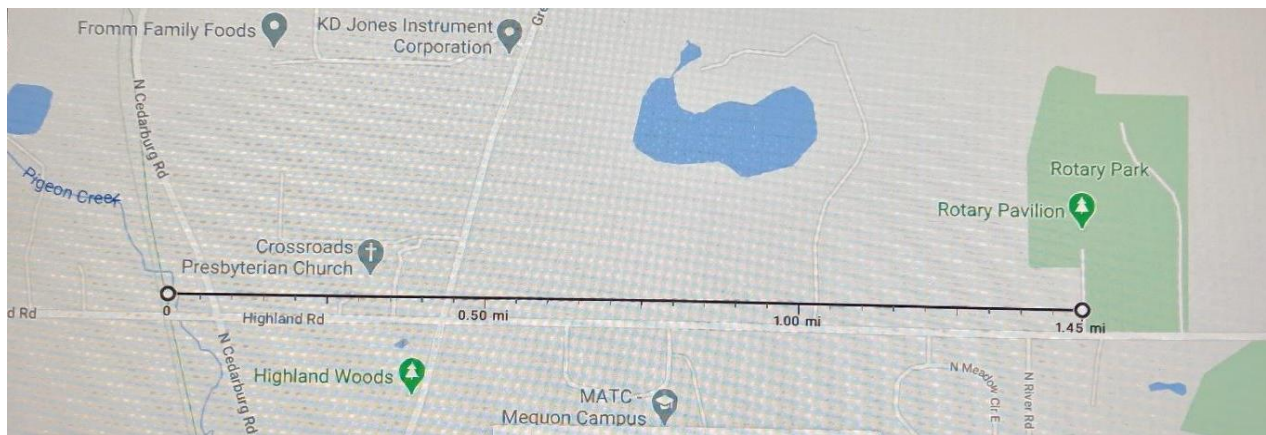
Head coach of Homestead Highlanders Cross Country, Jay Fuller: *"Something additional like this path would definitely lure our cross country runners over there!"*

Project Manager for Route of the Badger and Rails to Trails Conservancy, Willie Karidis: *"The Rotary Park connection to the Ozaukee Interurban Trail along the north side of Highland Road is a game changing project for the City of Mequon. This forward thinking trail project will provide a seamless connection for all ages and abilities providing safe access where none had existed before to both of these important landmarks."*

17 year resident of Mequon, Founder of Gentian Financial (on Highland Road), Chris Doughty—*"While living in the Ville Du Parc Subdivision, we have experienced several unfortunate incidents in which pedestrians have been hurt or worse yet lost their lives traveling on Highland road. I often hear families with small children tell us that they do not walk or bike on or near Highland Road due to the high rate of speed and distracted driving that occurs today. One such instance occurred while I was driving along a busy artery near Freistadt and Green Bay Road in Thiensville Wisconsin and we noticed a family of 3 trying to get to the Ozaukee Interurban Trail on their bikes to go to the Mequon Public Market. While driving behind the family, the child lost control of his bicycle and ended up in the MIDDLE of the road. If I had proceeded to pass them (as other vehicles had) that child would be seriously hurt or dead. In another instance there was a father of a resident standing in front of his mailbox on Highland Road to get the mail. It was late in the afternoon and the car did not see him and, in front of his granddaughter, he was killed instantly. I own the building on the corner of Highland and River Road (Gentian Financial) and can see the traffic that speeds along the road. Often much faster than the limit. In a growing, younger suburb, a trail that connects the parks and the existing infrastructure (IUT) would be a very valuable community resource."*

M-T Trails Foundation, Inc.

Highland Road Bike/Pedestrian Spur



A group of concerned and passionate citizens formed M-T Trails Foundation Inc, a 501c3, to provide safe, off road two directional shared use 10 ft wide paved bike/pedestrian trails to create a biker and walker friendly community in Mequon and Thiensville. This will eventually include safe bike/pedestrian loops as well as Bike/Pedestrian bridges across the Milwaukee River at key locations to efficiently connect the North/South sides and East/West sides of Mequon for bikers, walkers and runners.

PROJECT: The Highland Road Bike/Pedestrian Spur will create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian path for approximately 1.5 miles along the north side of Highland Road from Rotary Park going west to the Ozaukee Interurban Trail (OIT) to connect families and children to Rotary Park, the OIT and the Town Center of Mequon/Thiensville in Ozaukee County in Wisconsin. This includes a signal beacon to cross Highland Road to Rotary Park and an endowment to cover projected depreciation and maintenance. Rotary Park in Mequon is loved for the multiple recreation uses--bicycling, walking, running, competitive sports, playgrounds, fishing ponds, river access and entertainment. This path will enhance the accessibility of Rotary Park while providing connectivity to the Interurban Trail. Currently residents along the 1.5 miles of proposed path have no safe access to bicycle or foot from Rotary Park to the OIT and a pedestrian death and numerous complaints to the City of Mequon Police Department of unsafe pedestrian/biking incidents have prompted the request from local residents to provide safe access. The

Highland Road Bike Path will resolve these safety issues and enhance the Mequon Community. It will also make the 14 mile OIT accessible for residents. The path is designed to be top quality, lasting 20 years. The 10 foot wide path has a 12 inch base of 1 ¼" aggregate base course, topped with 3" of HMA (Hot Mix Asphalt) Pavement 4LT 58-28S. The 2 ft shoulders will have the same 12 inch base with limestone screenings. The final path will therefore be 14 feet wide. NOTE: The Ozaukee Interurban Trail is a continuation from the Oak Leaf that follows an old railroad line from Milwaukee to Sheboygan through Ozaukee County. The proposed 1 ½ mile Highland Spur will take you east to the lovely Rotary Park.

HISTORY: This project started in January 2021 when we contracted Ayers Associates to design a preferred alignment plan for the proposed path, which was completed in April 2021. Once it was determined the path would be feasible and we received favorable feedback from homeowners about our intentions of a path, we moved ahead with the next steps, which was obtaining a topographical survey, wetland delineations and a survey. This was completed at the end of July. We had them include the north side for the complete 1 ½ miles from Rotary Park to the OIT and also the south side from Green Bay Road to OIT to compare costs, since the utility poles switched to the north side of the road at that point after green bay road. Finally, by August we had all of the information we needed for Ayers Associates to do a CADD draft and a 60% set of plans and profile sheets which identified the look and cost of the path and liens needed. This was received by us in early September and we started talking specifics with the landowners along the path. The initial design costs of \$62,000 have been privately funded by the members and friends of our foundation.

How to pay for the estimated \$1,179,575 cost (NOTE: Cost detail in separate form provided):

- \$615,000 grant from Transportation Alternatives Program through Federal Government
- \$249,000 grant from Knowles-Nelson Stewardship Program
- \$315,575 from individuals and local foundation fundraising efforts, including
 1. Cycle fest events in conjunction with the Noon Mequon Thiensville Rotary Club
 including:

- family friendly 3K run around Mequon
 - Kids bike safety workshop
 - Bike touring /bike maintenance workshop
 - Panel discussion
2. Engage local bike shops in area (Extreme Ski & Bike, Mequon Cycle Bar, Belgian Werkx, Wheel & Sprocket, Trailside Recreation).
 3. Cycle Bar Giving event at Mequon Cycle Bar
 4. Working with Wisconsin Bike Federation executive Director , Alliance for Biking and Walking In WI and the City of Mequon Bike/Pedestrian Way Committee, State Assembly representatives for our district.
 5. Sponsoring “Celebrate Trails” event on Saturday, April 18, 2022 to raise funds and awareness.
 6. Significant financial support from community residents and local corporations and local foundations. The enthusiasm for this trail is overwhelming, see additional attachments for quotes and letters of support.
 7. Partnering with Mequon Community Foundation (a 20 year 501c3) who is allowing us to promote our cause through their website landing page and newsletters and social media and is the fiduciary for the administration of our funds, providing the ability for online donations, Post Office donations and QR Code donations.



11333 N. Cedarburg Road
Mequon, WI 53092
262-242-3100

www.ci.mequon.wi.us

Mayor John M. Wirth
mayor@ci.mequon.wi.us
2632-236-2944

January 28, 2022

Ladies and Gentlemen:

I am writing in support of the grant request of M-T Trails Foundation.

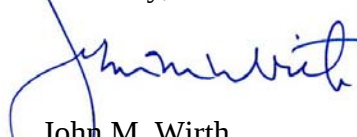
Mequon has a unique interest in bike paths and pedestrian ways. Paths are good in all communities. However, with over 46 square miles and a population of only about 25,000 people, people in Mequon are unusually spread out. Paths create connections and help build community.

Moreover, as a result of our low density, we have far fewer neighborhood streets that connect areas. Instead, bicyclists and pedestrians use arterial streets and highways to get from place to place. These higher traffic streets are often unsafe for bicyclists and pedestrians, including families with children. Paths resolve the safety concerns of those streets.

The M-T Trails Foundation hopes to first build a path along Highland Road, connecting the Ozaukee Interurban Trail with Rotary Park, Mequon's largest active park. Considering that the Ozaukee Interurban Trail bisects Mequon and Thiensville, much of the community will be able to take advantage of this connection to get to Rotary Park. Further, the 30-mile Ozaukee Interurban Trail connects Mequon and Thiensville to the rest of Ozaukee County. Therefore, the proposed Rotary Park/Highland Road connection will benefit bicyclists from multiple communities. There are a number of hurdles to get this path built, but a grant would go a long way to assist to make this happen.

I respectfully request that you give the M-T Trails Foundation request your greatest consideration.

Sincerely,



John M. Wirth
Mayor, City of Mequon

Attachment: M-T Trails TAP Grant Application (RESOLUTION 3926 : M-T Trails Foundation TAP Grant Support)

January 27, 2022

Travis Houle
Statewide Local Program Manager
WI Department of Transportation
4822 Madison Yards Way
Madison WI 53705



To Whom it May Concern:

I am pleased to write this letter in support of the Highland Bike and Pedestrian Path project. While bicyclists will undoubtedly enjoy the increased trail-riding opportunities this project would bring to Wisconsin's Lake Michigan coast, the far-reaching enhancements this connection will bring to the area's local economies, tourism industries, and residential health and well-being make this a worthwhile project for our state to invest in.

The Highland Bike and Pedestrian Path would connect the Mequon Rotary Park with the Ozaukee Interurban Trail via a 1.5 mile long paved path. The interconnectivity between Mequon/Thiensville area trails this project would bring is well-supported by community members, law enforcement, local advocates, and affected homeowners. I have been impressed by the dedication these motivated stakeholders have to getting this project completed and am confident that with proper funding, the project will be a success.

The importance of trails for our Wisconsin communities cannot be understated. While the obvious impacts of increased community recreation opportunities are clear, trails do so much more for the communities they serve, including bettering public health, increasing economic and transportation benefits, enhancing environmental and conservation efforts, and even establishing a sense of identity within the community. By investing in trails, we invest in our residents, our communities, and our state.

The Highland Bike and Pedestrian Path will serve as a great opportunity for interconnectivity throughout southeast Wisconsin. I offer my full support for the project and will happily work to advocate on behalf of this important community connection.

Sincerely,

Kirsten Finn, Executive Director
Wisconsin Bike Federation
187 E. Becher St.
Milwaukee, WI 53207



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

www.ci.mequon.wi.us

Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: February 28, 2022
SUBJECT: RESOLUTION 3925 A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for \$213,329, Engine and Aftertreatment 5-year Warranty for \$2,200, and Additional Components for \$3,500 for a Total Cost of \$219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of \$40,340.69

Background

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

The equipment replacements presented in the attached resolution represent only the first proposed purchases for 2022 and pertain only to the following units of the Equipment Replacement Program.

- Plow Truck - Current unit #308 (2000 model year with an odometer reading of over 84,000 miles) will be replaced with a similar unit.
- Mower - Current unit #407 (2009 with over 1,400 hours) will also be replaced with a similar unit.

Analysis

Plow Truck - Department policy is to replace at least one of the City's 19 plow trucks each year. This year, due to issues with the supply chain and vendor backlog, our typical truck bidding process where plow trucks are built to our exact specifications is not feasible due to order backlog, and vendors have told us they are unable to bid a new plow truck in this fashion for 2022. We can see direct evidence of the backlog in the fact that we are still waiting for the 2021 plow truck we ordered in June of last year. Dealerships do, however, have plow trucks already in the queue that were ordered to be sold off their lots as complete plow trucks, and since these trucks have not been completely built yet, changes to the builds can be made to bring them in line with our specifications. Fleet Superintendent, Todd Zeller, has worked with the truck builders to do just that and has provided multiple quotes for a 2022 plow truck purchase. The lowest quoted base price of \$213,329.00 by Lakeside International Trucks represents a 7% increase from the plow truck we ordered in 2021. Please see attached proposal summary sheet.

Lakeside International Trucks also offers a Cummins Engine and aftertreatment 5-Year warranty for an additional \$2,200. This 5-year warranty would extend the basic warranty by 3 years. Staff recommends purchasing the 5-year warranty.

Additional components such as a grease system and the plow cutting edges will also be purchased for a price not-to-exceed \$3,500.

Mower - The City's 2009 John Deere 1565 mower is high on our list for replacement due to age and wear but has served us well over the years. It is one of the go-to units for parking lot & sidewalk snow removal based on its maneuverability. The snow removal attachments (snowblower, and broom) we already own for this mower are newer and in good shape, so this purchase is to replace the mower and mowing deck only. Again, supply chain issues will make the availability of these units challenging in 2022. Fleet Superintendent Zeller contacted our local authorized State Contract John Deere dealer, Mid-State Equipment, and learned there is only one on order (not already marked as sold) which is due to arrive in June of this year. This John Deere 1575 unit is available through the NASPO (National Association of State Procurement Officials) ValuePoint Cooperative State Contract for \$40,340.69 which meets our financial policy as well as State requirements for public procurement.

Fiscal Impact

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

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution approving the purchase of a plow truck from Lakeside International Trucks, West Bend, WI for \$213,329.00, engine and aftertreatment 5-year warranty for \$2,200, and related additional components not to exceed \$3,500 for a total cost of \$219,029.00. Staff also recommends the purchase of a John Deere 1575 mower and mowing deck from Mid-State Equipment, Jackson, WI for a total cost of \$40,340.69.

Attachments:

2022 Plow Truck Proposal Summary (DOC)

Mid-State Equipment John Deere 1575 Quote (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3925

A Resolution Approving the Purchase of a Replacement Plow Truck from Lakeside International Trucks, West Bend, Wisconsin for \$213,329, Engine and Aftertreatment 5-year Warranty for \$2,200, and Additional Components for \$3,500 for a Total Cost of \$219,029. The Resolution also Approves the Purchase of a Replacement Mower from Mid-State Equipment, Jackson, Wisconsin for a Total Cost of \$40,340.69

RECITALS

A. The City of Mequon Department of Public Works 2022 equipment replacement program includes replacing plow truck #308 and John Deere mower unit #407.

B. The Department of Public Works' Fleet Division solicited bids and/or quotes for complete plow truck replacement including chassis, plow & wing, and body/plow installation.

C. The Department of Public Works' Fleet Division obtained a quote through the NASPO (National Association of State Procurement Officials) ValuePoint Cooperative State Contract for a replacement John Deere mower.

D. All of the bid proposals and quotes were reviewed by staff for compliance with requirements specified.

E. Adequate funds are available for both the plow truck replacement and the mower replacement in the Department of Public Works equipment replacement fund, Account # 410787-725012-10359.

F. The Committee on Public Works, at its meeting on March 8, 2022, approved staff's recommendations.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Agreement for the Purchase of an International 2023 HV607 SBA plow truck chassis with Universal Equipment body, plow, and wing as proposed is approved and awarded to Lakeside International Trucks, West Bend, Wisconsin for \$213,329.00 along with a 5-year Cummins Engine and Aftertreatment Warranty for \$2,200 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Additional plow truck components such as a grease system and plow cutting edges will be purchased in an amount not-to-exceed \$3,500.

3. The Agreement for the Purchase of a John Deere 1575 mower through ValuePoint Cooperative State Contract, is approved and awarded to Mid-State Equipment, of Jackson, Wisconsin in an amount not-to-exceed \$40,340.69 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

4. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

**CITY OF MEQUON
WISCONSIN**

PROPOSALS RECEIVED FOR: 2022 Plow Truck Complete

Date of proposals: February 2022

ITEM/PROPOSER	Mid-State Truck Service, Inc.	Istate Truck Center, Inc.	Lakeside International Trucks
BODY MAKE	International	Western Star	International
MODEL	2023 HV507 SFA	2023 4700 SF	2023 HV607 SBA
SETUP BY	Universal	Universal	Universal
BID	\$213,605.20	\$217,319.00	\$213,329.00

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

John Laubenstein

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037

Tel: 262-677-8400
Mobile Phone: 262-370-4250
Fax: 262-677-8230
Email: jlaubenstein@midstateequipment.com

- ☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company.

If information is not included, the Purchase Order or Letter of Intent will be returned.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

Quote Summary

Prepared For:

City Of Mequon
WI

Delivering Dealer:

Mid-State Equipment Jackson
John Laubenstein
3660 Scenic Road
Jackson, WI 53037
Phone: 262-677-8400
Mobile: 262-370-4250
jlaubenstein@midstateequipment.com

Quote ID: 25914653
Created On: 14 January 2022
Last Modified On: 14 January 2022
Expiration Date: 13 February 2022

Equipment Summary

JOHN DEERE 1575 TerrainCut™
with ComfortCab Commercial Front
Mower (Less Mower Deck)

Selling Price	Qty	Extended
\$ 35,919.35 X	1 =	\$ 35,919.35

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22)

Price Effective Date: January 13, 2022

JOHN DEERE 72 In. Fastback
Commercial Rear Discharge Deck

\$ 4,421.34 X	1 =	\$ 4,421.34
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Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22)

Price Effective Date: January 13, 2022

Equipment Total

\$ 40,340.69

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 40,340.69
Trade In	
SubTotal	\$ 40,340.69
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 40,340.69
Down Payment	(0.00)
Rental Applied	(0.00)

Salesperson : X _____

Accepted By : X _____

Packet Pg. 81

Confidential

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

Balance Due**\$ 40,340.69**

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)

Salesperson : X _____

Accepted By : X _____

Packet Pg. 82

Selling Equipment

Quote Id: 25914653 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

JOHN DEERE 1575 TerrainCut™ with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

Selling Price *
\$ 35,919.35

Price Effective Date: January 13, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2445TC	1575 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 46,129.00	23.00	\$ 10,609.67	\$ 35,519.33	\$ 35,519.33
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	4	\$ 60.99	23.00	\$ 14.03	\$ 187.84	\$ 187.84
TCB10303	Rear Weight Mounting Kit	1	\$ 132.69	23.00	\$ 30.52	\$ 102.17	\$ 102.17
Dealer Attachments Total			\$ 376.65		\$ 86.64	\$ 290.01	\$ 290.01
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Fees							
	Delivery charge	1	110.00			110.00	110.00
Equipment Fees Total			\$ 110.00			\$ 110.00	\$ 110.00
Total Selling Price			\$ 46,615.65		\$ 10,696.31	\$ 35,919.34	\$ 35,919.34

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)

Selling Equipment

Quote Id: 25914653 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mid-State Equipment Jackson
3660 Scenic Road
Jackson, WI 53037
262-677-8400
jackson@midstateequipment.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

\$ 4,421.34

Price Effective Date: January 13, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	\$ 5,742.00	23.00	\$ 1,320.66	\$ 4,421.34	\$ 4,421.34
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,742.00		\$ 1,320.66	\$ 4,421.34	\$ 4,421.34

Attachment: Mid-State Equipment John Deere 1575 Quote (RESOLUTION 3925 : 2022 Equipment Replacement - Plow Truck and Mower)



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: March 8, 2022
SUBJECT: RESOLUTION 3927 A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson, WI, in the Amount of \$2,675,000

Background

Each year, the Engineering Division rates the surface condition rating of roads, generally in the late fall. These ratings are used over the winter to evaluate which roads will be recommended for inclusion in the annual road program. Typically, contracts are let with a number of projects defined as the total base bid, indicating that they will be completed with the contract award. Staff also includes a number of additive items, that can be awarded in any combination if pricing is favorable and if spring conditions warrant.

At its February meeting, the Committee of the Whole authorized staff to advertise the 2022 Road Improvements contract, a part of the Annual Road and Parking Lot Program to include:

TOTAL BASE BID (estimated \$1,810,695)

- Granville Road (Pioneer Road to Bonniwell Road)
- Mequon Business Park (Phase 1)
- Cheverny Drive
- Highland Ridge Subdivision
- Birch Creek Road
- Miller Court
- Vintage Estates

ADDITIVE ITEMS

- Bonniwell Road (Granville Road to Wasauke Road)
- Legacy Hills Drive
- Park Place Addition No. 2
- Hickory Hollow
- Library/Pool Parking Lot

Please see the attached location map for roads included in the 2022 Road Improvements contract bid.

Analysis

The City received two bids for the 2022 Road Improvements contract with the low base bid of \$1,767,414.43 from Payne & Dolan of Jackson, WI. The low bid is approximately 2% less than

the estimate. Based on the available funds for the 2022 Road Improvements contract, staff is recommending that the following additive items be awarded at a total cost of \$661,654.60:

- A1-A6 (Legacy Hills Drive)
- A7-A11 (Patch Repairs)
- A30-A36 (Bonniwell Road - Pulverize & Re-Laid)
- A44-A50 (Library/Pool Parking Lot)

Staff recommends not awarding the remaining additive bid items. These additive bid items will remain in the 5-year plan and be considered for award in future road program contracts. While there is sufficient funding with the pending borrowing and the project account balance, each project also requires contract administration, project management, drainage design and construction and daily inspection. To ensure the highest quality project, the contract award must be sized accordingly.

As there is additional funding remaining from the 2019-2021 borrowing, staff recommends that the first year of the term utilize a portion of the project account balance. The Department of Public works assists in the annual road program by handing most of the drainage work which is to be completed prior to the contractor beginning work. This is done to allow both the city crews and the contractor sufficient workspace without impacting each other's work site.

Bonniwell Road has severe rutting in the wheel paths that would likely result in reflective cracking if milled and overlaid. These issues should be addressed if the road is pulverized and repaved.

Furthermore, the Ravine Farm, Hickory Hollow, and Park Place subdivisions were included based upon a combination of their surface conditions and their proximity to each other. Typically, having roads in the same vicinity allows the City to benefit from better pricing on materials and construction. In addition to the reasons for project size and manageability, there is still need for the private water trusts of these subdivisions to provide an executed and approved Private Water Trust MOU. Including in a future road program allows each trust to evaluate and execute the template document.

Based on the totals of the base bid and the chosen additive items, Payne & Dolan's bid total is \$2,429,069.03. Payne & Dolan has performed acceptable work of this type for the City in the past.

2022 Road Improvements Contract	Total
Base Bid	\$ 1,767,414.43
Additive Bid - Legacy Hills Drive	\$ 126,424.00
Additive Bid - Patch Repairs	\$ 56,982.10
Additive Bid - Bonniwell Road	\$ 343,239.99
Additive Bid - Library/Pool Parking Lot	\$ 135,008.51
Total	\$ 2,429,069.03

Work on this contract can start as soon as the contract is fully executed and has a completion date of September 16, 2022. The bid summary is attached.

Fiscal Impact

On February 8, 2022, the Common Council approved a \$5.0 million bond issuance for a 3-year borrowing for the Annual Road and Parking Lot Program between 2022 and 2024. This is the first year of the aforementioned three-year program funded by long term bonding. The current balance of the Annual Road and Parking Lot Program account is \$1,286,824 and will be supplemented with funds from the 2022-2024 borrowing.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$2,675,000 which includes a contingency of 10% for additionally authorized efforts. The contingency provides for additional services that may result from the unknown field conditions.

The projected cost of the 2022 Road and Parking Lot Program is \$3,053,000. This contract as well as the other contracts expected to be in the overall program are shown below.

2022 Road and Parking Lot Program Recommended Award	Award Amount (with additives)	Award Amount (with contingency)
GSB-88 Sealer	\$ 289,926.97	\$ 305,000.00
Crack Sealing	\$ 63,550.00	\$ 73,000.00
Road Improvements	\$ 2,429,069.03	\$ 2,675,000.00
Total	\$ 2,782,546.00	\$ 3,053,000.00

The City will receive a DOT Local Road Improvement Program (LRIP) reimbursement in sum of \$85,746 to contribute toward the 2022 Road and Parking Lot Program.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2022 Road Improvements contract to Payne & Dolan of Jackson, WI, for a contract award of \$2,675,000.

Attachments:

3098-22 2022 Road Improvements Area Map-Model (PDF)
 3098-22 2022 Bid Opening Sheet (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3927

A Resolution Awarding the 2022 Road Improvements Contract to Payne & Dolan, of Jackson,
WI, in the Amount of \$2,675,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2022 Road Improvements contract.

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

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

D. Adequate funds for this contract are available from the Capital Project Account - 410780-469001-10001 (Road and Parking Lot Program).

E. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$2,675,000.

F. The Committee on Public Works at its meeting on March 8, 2022, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The 2022 Road Improvements Contract with Payne & Dolan of Jackson, Wisconsin, with a contingency for a total not-to-exceed cost of \$2,675,000 in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

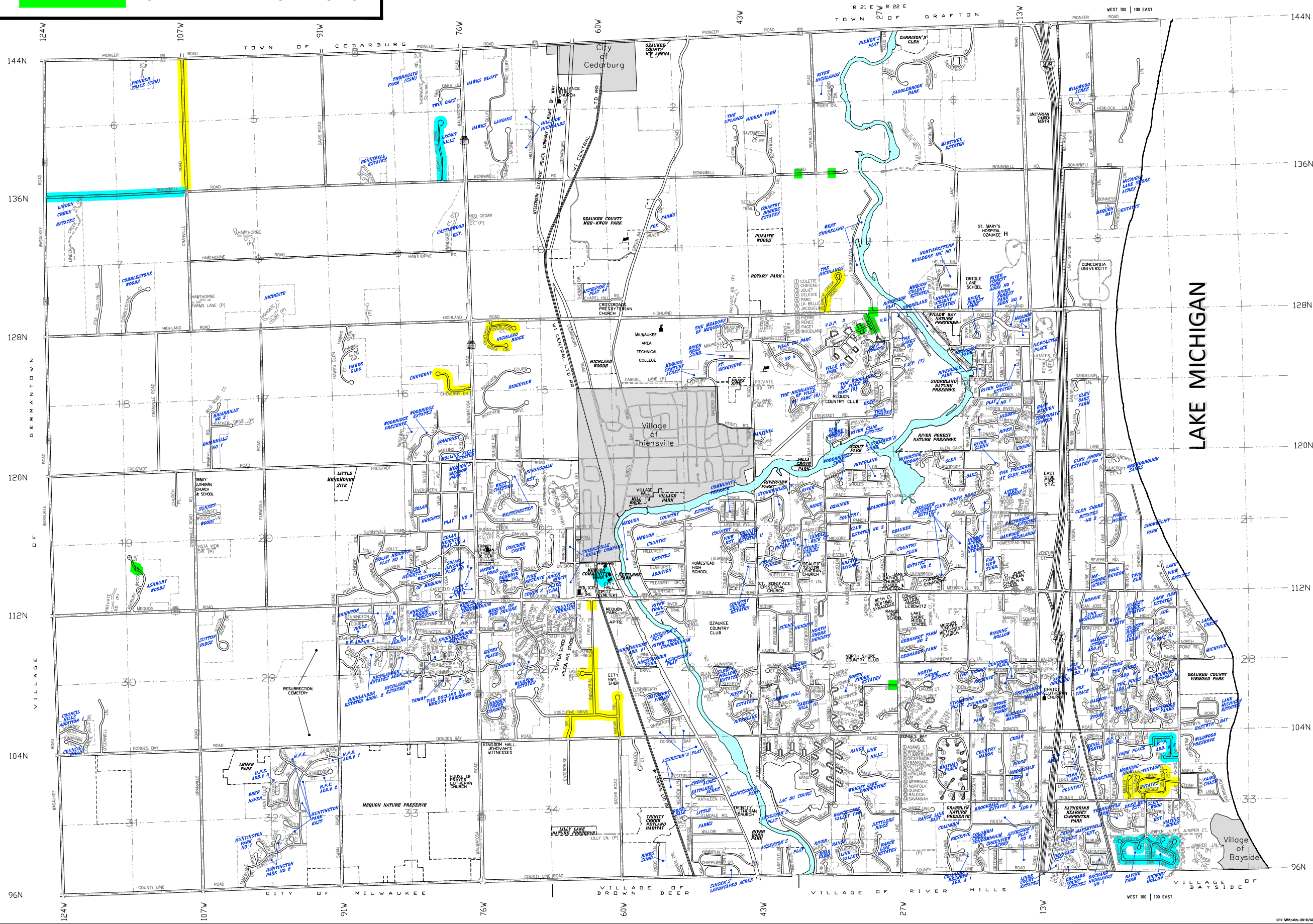
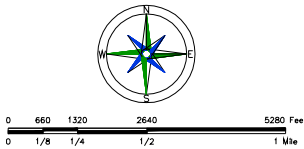
I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk

- 2022 ROAD IMPROVEMENTS
- 2022 ADDITIVE ITEMS
- 2022 ADDITIVE ITEMS - PATCHES

CITY OF MEQUON

2022 Road Improvements



Attachment: 3098-22 2022 Road Improvements Area Map-Model (RESOLUTION 3927 : 2022 Road Improvements Contract Award)



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2022 ROAD IMPROVEMENTS FILE #3098-22

BID OPENING: BID OPENING: 3/1/2022 1:00 PM
DATE TIME

BIDDER	TOTAL BASE BID	Additive A1 - A6	Additive A7-A11	Additive A12 - A18	Additive A19 - A25	Additive A26 - 29	Additive A30 - A36	Additive A37 - A43	Additive A44 - A50
Stark Pavement	\$1,869,798.00	\$131,565.00	\$99,887.00	\$179,546.50	\$242,520.75	\$159,571.00	\$373,175.50	\$268,218.00	\$134,990.00
Payne & Dolan	\$1,767,414.43	\$126,424.00	\$56,982.10	\$182,275.14	\$247,058.38	\$149,000.56	\$343,239.99	\$271,355.53	\$135,008.51

Attachment: 3098-22 2022 Bid Opening Sheet (RESOLUTION 3927 : 2022 Road Improvements Contract Award)



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3928 A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed \$73,000.

Background

At its February meeting, the Committee of the Whole authorized staff to advertise the 2022 Annual Road Program. For the Crack Seal contract base bid, staff advertised for 16.19 miles of Crack Sealing at an estimated cost of \$64,268.

Please see the attached location map and street list for roads included in the bid.

Analysis

A bid opening was conducted on March 1, 2022, and staff received four bids. The low base bid was \$63,550 from National Industrial Maintenance of East Chicago, Indiana. The low bid is approximately 1% less than the original estimate. As the list of roads that are in need of crack sealing is shorter than it has been in the past, there were no additive items listed for bidding. Over the past three years, the City has crack sealed approximately 150 of the 215 miles of City streets.

As the City has not done work with National Industrial Maintenance in the past, staff contacted references provided by the company that were local to Wisconsin and has reviewed the company pre-qualification statement.

Staff recommends awarding the 16.19 miles of base bid streets to National Industrial Maintenance of East Chicago, Indiana.

	National Industrial Maintenance	Fahrner Asphalt Sealers	American Pavement Solutions	Thunder Road, LLC
Base Bid	\$ 63,550.00	\$ 80,043.00	\$ 131,098.00	\$ 135,970.00
Total	\$ 63,550.00	\$ 80,043.00	\$ 131,098.00	\$ 135,970.00

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$73,000, which includes a contingency of approximately 15% for additionally authorized efforts. The contingency is

intended for additional work that may be needed following this year's spring thaw.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is July 29, 2022. The bid opening sheet is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Program account to award this project.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2022 Crack Seal contract to National Industrial Maintenance of East Chicago, Indiana, for an amount not-to-exceed \$73,000.00.

Attachments:

3686-22 2022 Crack Sealing Area Map-Model (PDF)

3686-22 2022 Bid Opening Sheet CS(PDF)

3686-22 2022 Crack Sealing Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3928

A Resolution Awarding the 2022 Crack Sealing Contract to National Industrial Maintenance of East Chicago, Indiana in an Amount Not-to-Exceed \$73,000.

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2022 Crack Sealing contract.

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

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

D. Adequate funds for this contract are available from the Capital Project - 0410, Project: Local Road Program - 10003 account.

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$73,000.

F. The Committee on Public Works at its meeting on March 8, 2022, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The 2022 Crack Sealing Contract with National Industrial Maintenance of East Chicago, Indiana, is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

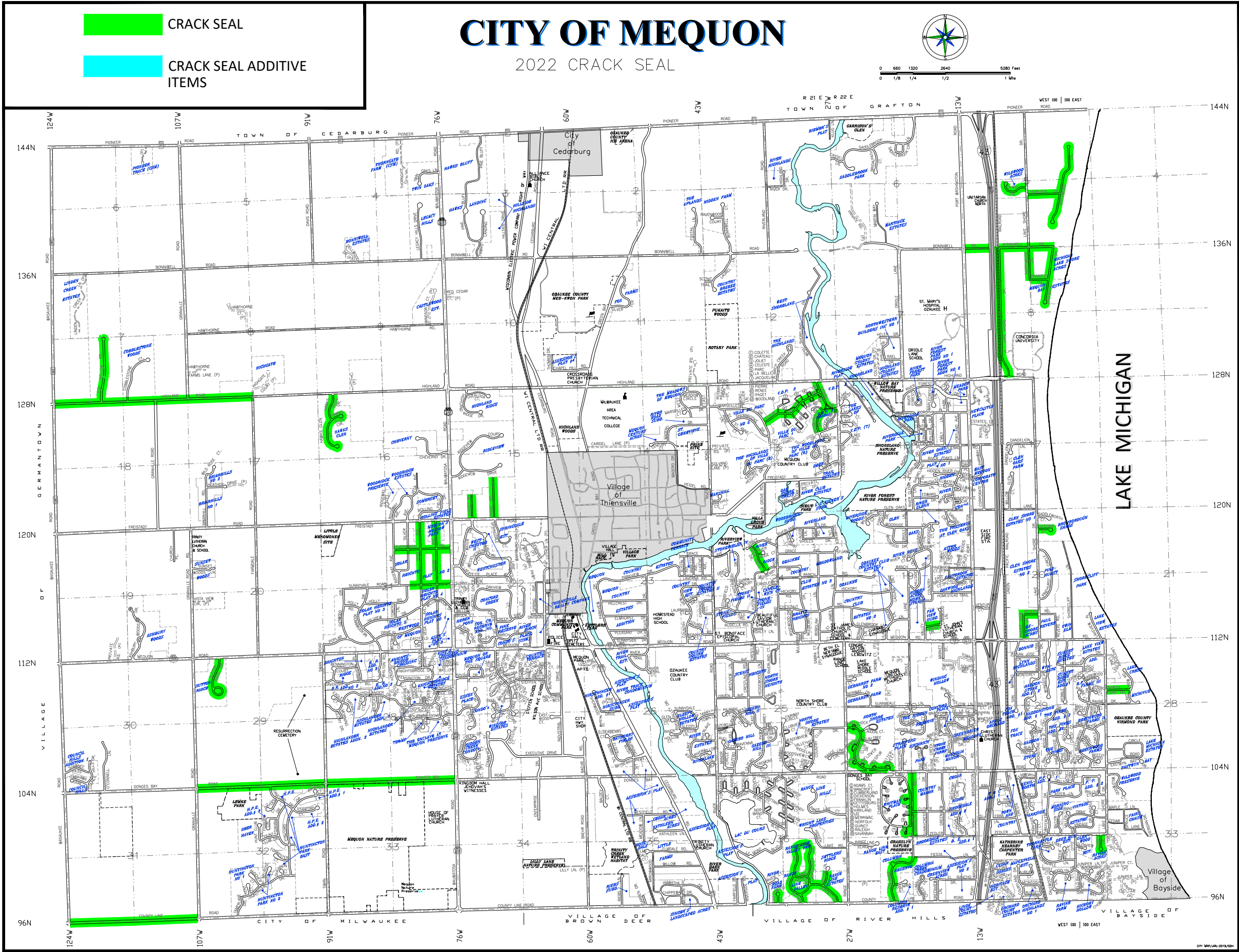
2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2022 CRACK SEALING FILE #3686-22

BID OPENING: 3/1/2022 11:00 AM
DATE TIME

BIDDER	TOTAL BASE BID
Thunder Road, LLC	\$135,970.00
Fahrner Asphalt Sealers	\$80,043.00
American Pavement Solutions	\$131,098.00
National Industrial Maintenance	\$63,550.00

STREET LIST – 2022 CRACK SEALING							
ITEM	STREET	LOCATION		L(mi.)	W (ft.)	PRICE/S TREET	
NO.		FROM	TO				
MAIN ROADS (West of the Milwaukee River)							
1	Highland Road	Wasaukee Road	Farmdale Road	1.5	24	VL	
2	Donges Bay Road	Granville Road	Little Menomonee River	0.25	26	M	
3	Donges Bay Road	Little Menomonee River	Swan Road	0.75	22	M	
4	Donges Bay Road	Swan Road	Wauwatosa Road	1	22	M	
5	County Line Road	Wasaukee Road	Granville Road	1	22	L	
MAIN ROADS (East of Milwaukee River)							
6	Lake Shore Drive	Highland Road	Bonniwell Road	1.05	30	VVL	
7	Bonniwell Road	Lake Shore Drive	Northwood Lane	0.23	30	VVL	
SUBDIVISION ROADS (West of Milwaukee River)							
8	Sutton Ridge Drive	Mequon Road	Cul-de-sac	0.45	20	VL	
9	Vega Avenue	Sunnyvale Road	Freistadt Road	0.5	21	VVL	
10	Solar Avenue	Sunnyvale Road	Evergreen Road	0.27	21	VVL	
11	Solar Avenue	Evergreen Road	Freistadt Road	0.23	24	VVL	
12	Sunnyvale Road	Wauwatosa Road	Holly Road	0.36	21	VVL	
13	Evergreen Road	Ridgeway Avenue	Wauwatosa Road	0.45	21	VVL	
14	Sunset Road	Freistadt Road	End to North	0.2	19	VVL	
15	Ridge Road	Freistadt Road	End to North	0.3	19	VVL	
16	Hawks Glen Drive	Highland Road	Hawks Glen Court	0.22	20	VVL	
17	Hawks Glen Circle	Hawks Glen Drive	Cul-de-sac	0.09	20	VVL	
18	Hawks Glen Court	Hawks Glen Drive	Cul-de-sac	0.27	20	VVL	
19	Fox Hollow Road	Highland Road	Cul-de-sac	0.54	19	L	
20	Yvonne Drive	Highland Road	Fieldwood Road	0.29	24	M	
21	Woodland Drive	Ville du Parc	Yvonne Drive	0.23	24	VL	
22	Fleur de Lis Drive	Yvonne Drive	Colette Court	0.41	24	VVL	
23	Fleur de Lis Drive	Colette Court	Marseilles Drive	0.13	22	VVL	
SUBDIVISION ROADS (East of Milwaukee River)							
24	Crestwood Court	County Line Road	Cul-de-sac	0.09	22	VL	
25	Valley Hill Drive	County Line Road	Lamplighter Lane	0.64	22	VL	
26	Lamplighter Lane	Valley Hill Drive	Valley Hill Drive	0.29	22	VL	
27	Lamplighter Lane N	Lamplighter Lane	Valley Hill Drive	0.25	22	VL	
28	Sunset Lane	County Line Road	Lamplighter Lane	0.3	22	VL	
29	Hilltop Lane	Sunset Lane	Surface Change	0.12	22	L	
30	Columbia Drive	Fiesta Lane	County Line Road	0.49	22	VL	
31	Kirkland Court	Charter Mall	Cul-de-sac	0.1	22	L	
32	Quincy Court	Charter Mall	Cul-de-sac	0.09	22	VL	
33	Grasslyn Road	Donges Bay Road	Zedler Lane	0.5	22	VL	
34	Corey Lane	Zedler Lane	Cul-de-sac	0.12	22	VL	
35	Country Club Drive	Range Line Road	Bittersweet Court	0.67	24	L	
36	Bittersweet Court	Country Club Drive	Around Court	0.08	20	L	
37	Larkspur Court	Country Club Drive	Around Court	0.06	20	L	
38	Sunflower Court	Country Club Drive	Around Court	0.07	20	L	
39	Hyacinth Court	Country Club Drive	Around Court	0.07	20	VL	
40	Marigold Court	Country Club Drive	Around Court	0.1	20	L	

Attachment: 3686-22 2022 Crack Sealing Street List (RESOLUTION 3928 : 2022 Crack Sealing Contract Award)

41	Hollyhock Court	Country Club Drive	Around Court	0.1	20	VL	
42	Northpoint Road	Lake Shore Drive	Lake View Road	0.19	18	VVL	
43	Prairie View Lane	Mequon Road	Revere Road	0.2	22	VVL	
44	Revere Road	Prairie View Lane	Lake Shore Drive	0.1	21	VVL	
45	Fairview Drive	Valley Drive	Linnwood Lane	0.1	21	VVL	
46	River Ridge Drive	Grave Avenue	Mulberry Drive	0.23	22	VVL	
47	Seacroft Court	Lake Shore Drive	Cul-de-sac	0.12	21	VL	
48	Bonniwell Road	Port Washington Road	End to East	0.18	19	L	
49	Bonniwell Road	Northwood Lane	Lakewood Drive	0.19	23	L	
50	Northwood Lane	Bonniwell Road	Bonness Lane	0.29	22	VVL	
51	Bonness Lane	Northwood Lane	Lakewood Drive	0.15	17	VVL	
52	Lakewood Drive	Bonniwell Road	Cul-de-sac	0.45	22	VVL	
53	Shady Lane	Lake Shore Drive	Cul-de-sac	0.25	22	L	
54	Hemlock Lane	Lake Shore Drive	Birchwood Lane	0.26	22	VL	
55	Birchwood Lane	North Cul-de-sac	South Cul-de-sac	0.61	22	VL	



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3929 A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, WI in an Amount Not-to-Exceed \$305,000.

Background

At its February meeting, the Committee of the Whole authorized staff to advertise the 2022 Annual Road Program. For the GSB-88 Bituminous Seal contract base bid, staff advertised for 14.04 miles of GSB-88 Bituminous Pavement Sealing at an estimated total base bid cost of \$251,586.

Additive bids included 6.35 miles of additional GSB-88 Bituminous Sealing. The estimate for the additional streets was \$112,170. The additive bid items are bid per street so that any number of streets may be added in any combination. These additive bids were included to allow more work to be completed within budget depending on bid prices received for the entire 2022 Annual Road Program.

The total estimate for the combined base bid and additive items was \$363,756.

Please see the attached location map and street list for roads included in the bid.

Analysis

The City received three bids for the 2022 GSB-88 Bituminous Seal contract with the low base bid of \$211,649.97 from Fahrner Asphalt Sealers, of Waunakee, Wisconsin.

The low bid is approximately 16% less than the original estimate. Staff recommends awarding the 14.04 miles of base bid streets and additive items A2-A26, which include two sections of Garrison's Glen Parking Lot and an additional 5.41 miles of street pavement.

	Fahrner Asphalt Sealers	Gee Asphalt	Russel Standard Corp
Base Bid	\$ 211,649.97	\$ 225,118.61	\$ 332,000.00
Additive Bid Items A2-A26	\$ 78,277.00	\$ 80,166.79	\$ 157,000.00
Total	\$ 289,926.97	\$ 305,285.40	\$ 489,000.00

As a result of several recent contract awards, the Public Works Committee and Common Council

have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not to exceed \$305,000, which includes a contingency of approximately 5% for additionally authorized efforts. The contingency will not be used for additive bid items, it is intended for additional work needed as a result of spring thaw.

Fahrner Asphalt Sealers has applied GSB-88 bituminous sealer in Mequon in the past and has provided a quality work product.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is September 2, 2022. The bid opening sheet is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Program account to award this project.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2022 GSB-88 Bituminous Seal contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, for an amount not-to-exceed \$305,000.

Attachments:

3762-22 GSB-88 Area Map-Model (PDF)

3762-22 GSB-88 Street List (PDF)

3762-22 2022 Bid Opening Sheet GSB88 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3929

A Resolution Awarding the 2022 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers,
of Waunakee, WI in an Amount Not-to-Exceed \$305,000.

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2022 GSB-88 Bituminous Seal contract.

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

C. The bids received for the project were less than estimated, therefore staff recommends award of the total base bid and additive bids A2-A26.

D. Adequate funds for this contract are available from the Capital Project - 0410, Project: Local Road Program - 10001 account.

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$305,000.

F. The Committee on Public Works at its meeting on March 8, 2022, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The 2022 GSB-88 Contract with Fahrner Asphalt Sealers of Waunakee, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

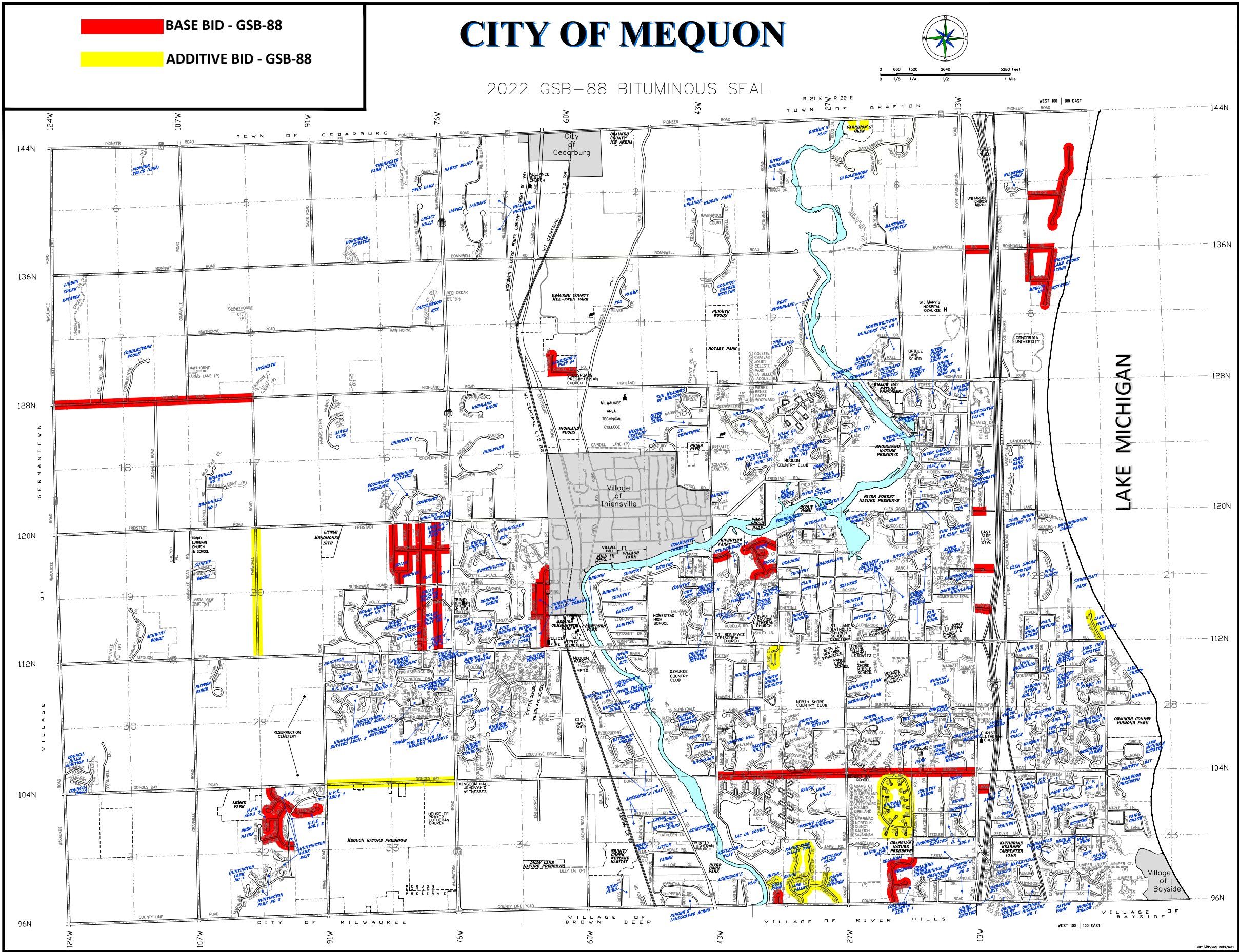
2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.

Caroline Fochs, City Clerk



STREET LIST – 2022 GSB-88 BITUMINOUS SEAL

ITEM NO.	STREET		LOCATION		L(mi.)	W(ft.)	PRICE/S TREET
			FROM	TO	C/L		
MAIN ROADS (West of Milwaukee River)							
1	Highland Road		Wasaukee Road	Farmdale Road	1.5	24	
MAIN ROADS (Eat of Milwaukee River)							
2	Donges Bay Road		River Road	Range Line Road	1.0	28	
3	Donges Bay Road		Range Line Road	Grasslyn Road	0.5	30	
4	Donges Bay Road		Grasslyn Road	Port Washington Road	0.5	34	
SUBDIVISIONS (West of Milwaukee River, south to north)							
5	Hunt Club Drive		Foxkirk Drive	Hunt Club Court	0.13	22	
6	Foxkirk Drive		Concord Drive	Stanford Drive	0.4	22	
7	Foxkirk Drive		Concord Drive	Dead End – East	0.1	18	
8	Foxkirk Circle		Foxkirk Drive	Around Loop	0.26	22	
9	Hayden Court		Stanford Drive	Cul-de-sac	0.14	22	
10	Stanford Drive		Donges Bay Road	Concord Drive	0.27	22	
11	Stanford Court		Concord Drive	Cul-de-sac	0.23	22	
12	Ridgeway Avenue		Sunnyvale Road	Freistadt Road	0.5	21	
13	Evergreen Road		Ridgeway Avenue	Wauwatosa Road	0.45	21	
14	Silver Avenue		Freistadt Road	Ridgeway Avenue	0.55	21	
15	Vega Avenue		Mequon Road	Freistadt Road	0.95	21	
16	Solar Avenue		Mequon Road	Evergreen Road	0.77	21	
17	Solar Avenue		Evergreen Road	Freistadt Road	0.23	24	
18	Buntrock Avenue		Village of Theinsville	Mequon Road	0.64	22	
19	Spring Avenue		Division Street	West Street	0.25	18	
20	Division Street		Village of Theinsville	Spring Avenue	0.1	20	
21	Spring Street		Buntrock Avenue	Village of Theinsville	0.04	20	
22	West Street		Spring Avenue	Village of Theinsville	0.1	18	
23	Chapel Hill Road		.12 mi W of Green Bay Road	Thomas Drive	0.17	20	
24	Thomas Drive		Chapel Hill Road	Cul-de-sac	0.13	20	
SUBDIVISIONS (East of Milwaukee River, south to north)							
25	Crestwood Court		County Line Road	Cul-de-sac	0.09	22	
26	Columbia Drive		Fiesta Lane	County Line Road	0.49	22	
27	Columbia Drive – CDS A		Columbia Drive	Columbia Drive	0.07	22	
28	Columbia Court		Columbia Drive	Cul-de-sac	0.11	22	
29	Ranchito Lane		Port Washington Road	End towards I-43	0.13	22	
30	Grace Avenue		River Road	Grace Court	0.15	22	
31	Grace Avenue		Riverland Road	Cul-de-sac	0.24	22	
32	Mulberry Road		Riverland Road	Justin Drive	0.22	22	
33	River Ridge Drive		Grave Avenue	Mulberry Drive	0.23	22	
34	River Ridge Court		River Ridge Drive	Cul-de-sac	0.07	22	
35	Venture Court		Port Washington Road	Cul-de-sac	0.15	36	
36	Eastbrook Drive		Port Washington Road	East End	0.07	36	
37	Glen Oaks Lane		Port Washington Road	Corporate Parkway	0.12	28	
38	Bonniwell Road		Port Washington Road	East to End	0.18	19	
39	Bonniwell Road		Northwood Lane	Lakewood Drive	0.19	23	
40	Bonness Lane		Northwood Lane	Lakewood Drive	0.15	17	
41	Lakewood Drive		Bonniwell Road	Bonness Lane	0.25	21	
42	Lakewood Drive		Bonness Lane	Cul-de-sac	0.2	22	
43	Northwood Lane		Bonniwell Road	Bonness Lane	0.29	22	
44	Hemlock Lane		Lake Shore Drive	Birchwood Lane	0.26	22	
45	Birchwood Lane		Cul-de-sac North	Cul-de Sac South	0.61	22	

STREET LIST – 2022 ADDITIVE BID ITEMS

ITEM			STREET	LOCATION		L(mi.)	W(ft.)	PRICE/S TREET
NO.				FROM	TO	C/L		
MAIN ROADS (West of Milwaukee River)								
A1	Donges Bay Road		Wauwatosa Road		Swan Road	1	22	
A2	Farmdale Road		Freistadt Road		Mequon Road	1	22	
SUBDIVISIONS (East of Milwaukee River, south to north)								
A3	River Court		River Road		Cul-de-sac	0.1	22	
A4	Valley Hill Drive		Lamplighter Lane		County Line Road	0.64	22	
A5	Lamplighter Lane		Valley Hill Drive		Valley Hill Drive	0.29	22	

Attachment: 3762-22 GSB-88 Street List (RESOLUTION 3929 : 2022 GSB-88 Bituminous Seal Contract Award)

A6	Lamplighter Lane N	Lamplighter Lane	Valley Hill Drive	0.25	22	
A7	Sunset Lane	County Line Road	Lamplighter Lane	0.3	22	
A8	Hilltop Lane	Sunset Lane	Surface Change	0.12	22	
A9	Charter Mall	Donges Bay Road	Around Loop	1.08	24	
A10	Adams Court	Charter Mall	Cul-de-sac	0.06	20	
A11	Bancroft Court	Charter Mall	Cul-de-sac	0.03	22	
A12	Cumberland Court	Charter Mall	Cul-de-sac	0.06	22	
A13	Dickenson Court	Charter Mall	Cul-de-sac	0.06	22	
A14	Franklin Court	Charter Mall	Cul-de-sac	0.12	22	
A15	Gettysburg Court	Charter Mall	Cul-de-sac	0.13	22	
A16	Holmes Court	Charter Mall	Cul-de-sac	0.1	22	
A17	Kirkland Court	Charter Mall	Cul-de-sac	0.1	22	
A18	Lee Court	Charter Mall	Cul-de-sac	0.07	22	
A19	Merrimac Court	Charter Mall	Cul-de-sac	0.06	22	
A20	Norfolk Court	Charter Mall	Cul-de-sac	0.07	22	
A21	Quincy Court	Charter Mall	Cul-de-sac	0.09	22	
A22	Raleigh Court	Charter Mall	Cul-de-sac	0.09	22	
A23	Savannah Court	Charter Mall	Cul-de-sac	0.06	22	
A24	Riverland Court	Mequon Road	Around court	0.33	21	
A25	Lakeview Place	Mequon Road	Cul-de-sac	0.2	21	
PARKING LOTS (East of Milwaukee River, south to north)						
A26	Garrison's Glen	Two Entrances	Off Pioneer Road	450	SY	



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2022 GSB-88 BITUMINOUS SEAL FILE #3762-22

BID OPENING: 3/1/2022 11:30 AM
DATE TIME

BIDDER	TOTAL BASE BID
Russell Standard Corp	\$332,000.00
Gee Asphalt Systems	\$225,118.61
Fahrner Asphalt Sealers	\$211,649.97

Attachment: 3762-22 2022 Bid Opening Sheet GSB88 (RESOLUTION 3929 : 2022 GSB-88 Bituminous Seal



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 8, 2022
SUBJECT: 2022 Work Plan (3.8.22)

Attached for the Board's review is a copy of the proposed work plan for 2022.

Attachments:
2022 Work Plan (3.8.22) (PDF)

**Public Works Committee
2022 Work Plan (March 8, 2022)**

4.a.a

Month	Agenda Topics
April/May	• Standard Specifications for Land Development • Fee Schedule • Buildings CIP Project Award
May	• County Line Road Box Culvert Contract Award
June	•
July	•
August	•
September	•
October	•
November	•
December	•

Future Agenda Topics

- Review of Standard Specifications for Land Development, for update and specifically as it relates to regulations of berms
- Prioritization of Drainage CIP
- Hawthorne Road
- Sidewalk Snow Removal Policy
- Policy language for structures (i.e. Little Free Library) within the building setback
- Discussion regarding path/sidewalk on Range Line Road south of Mequon Road

2022 Completed Items:

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Attachment: 2022 Work Plan (3.8.22) (7111 : 2022 Work Plan (3.8.22))