



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, March 9, 2021

6:30 PM

Virtual Meeting

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens may join the meeting online or by phone. Please go to <https://www.gotomeet.me/KristenLundeen/public-works-commission> to join the meeting online or call into the meeting by dialing 1-877-568-4106 and enter access code 713-854-821.

WRITTEN PUBLIC COMMENTS may be made in writing in advance of the meeting. Written comments should be directed to the Public Works Department at least 2 hours prior to the meeting by email at klundeen@ci.mequon.wi.us addressed to the intended committee. Written public comment may also be deposited in the drop box at City Hall on 11333 N. Cedarburg Road, Mequon at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to Director of Public Works/City Engineer, Kristen Lundeen at klundeen@ci.mequon.wi.us or by leaving a message at 262-236-2938 no later than 2 hours prior to the meeting.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the methods identified above upon at least two hours' notice. Notice can be given to the City Clerk's Office at 262-236-2914.

AGENDA

1) Call to Order, Roll Call

2) Approval of Minutes

a. February 9, 2021 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3811** A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park

- b. **RESOLUTION 3816** A Resolution Notifying the Wisconsin Department of Transportation (WisDOT) of the City's Intent to Install an Eastbound Turn Lane on Mequon Road at its Intersection with Weston Drive, in Connection with the Ozaukee Inter-Urban Trail Crossing Improvement Project in the Town Center Neighborhood
- c. **RESOLUTION 3817** A Resolution Awarding the Reuter Pavilion Roof and Gutter Replacement Contract to Larson's Building Services of Mequon, Wisconsin in the Amount of \$28,660

4) Discussion Items

- a. 2021 Road Program: Mequon Business Park
- b. 2021 Annual Road Program
- c. 2020 Work Plan (3.9.21)

5) Adjourn

Dated: March 9, 2021

/s/ Brian Parrish, 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, February 9, 2021

6:45 PM

Virtual Meeting

Minutes

1) Call to Order, Roll Call

Chair Parrish called the meeting to order at 6:45 PM.

Present:

Chairman Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

Also present were Director of Public Works/City Engineer Lundeen, City Attorney Sajdak, Deputy Director of Public Works Weyker, Parks and Forestry Superintendent Gies, and Administrative Assistant Deuster.

2) Approval of Minutes

a. January 12, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3800** A Resolution Approving a Special Event Agreement for Annual Gathering on the Green Festivities Held During the Third Week of July in Rotary Park

Also present was Rob Kos, Executive Director of Gathering on the Green for any questions.

Alderman Parrish updated that the Park and Open Space Board unanimously recommended approval of the resolution at the January 20th, 2021 meeting. The resolution as written does not incorporate any reduction in fees. The Public Works Committee could make a motion for a reduction in fees.

Executive Director of Gathering on the Green, Rob Kos stated this is the 26th year for Gathering on the Green and the City has been fantastic and supportive.

Parks and Forestry Superintendent Gies provided a breakdown of the costs determined for the event. These are a direct pass through of the costs depending on the number of days that the park is in use. The event is 2 days but they start set up the Sunday prior to the event.

Chief Pryor echoed a great relationship with Gathering on the Green in years past and good success of working things out ahead of the event.

Alderman Parrish made a motion to approve the rental of Gathering on the Green with the amendment to the cost no to exceed \$7,320 for this year.

RESULT: **Approved with Amendments [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Hansher

AYES: Parrish, Hansher, Gierl

b. RESOLUTION 3806 A Resolution Temporarily Extending the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19

Director of Public Works/City Engineer Lundeen emphasized this is intended to be a temporary extension and Staff will come back later in the year, when there has been more time to analyze both where the City is in terms of the health of the public in general and also in terms of what other municipal pools are doing and/or the conclusion of the winter meetings Parks and Forestry Superintendent Gies is having with the sports user groups.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

c. RESOLUTION 3807 A Resolution Approving the Acquisition of a Drainage Easement and the Award of a Contract to Replace a Failed Storm Sewer Culvert Across the Property at 9731 N. Courtland Drive for a Total Cost of \$34,625

Resident Brian Henning was also in attendance and registered to speak.

He stated he appreciated meeting with Staff on the sink hole and working to find a solution at his property. There are still some outstanding questions he has from the packet information and would like language and landscaping items adjusted prior to signing off on the agreement.

Director of Public Works/City Engineer Lundeen questioned would any of the changes have a financial impact, stating that would be a concern for moving forward tonight with this resolution having a not to exceed amount.

Resident Henning agreed this is ultimately a concern and the easement impact could have a financial impact. His position is there is a value to the easement that needs to be negotiated and given the restrictions would change the use of the property in some way. While recognizing the easement is for the betterment of the subdivision, the ongoing discussion do concern the consideration of the easement.

Alderman Hansher inquired on if this is delayed too long, what would the impact be in the spring.

Director of Public Works/City Engineer Lundeen stated staff does not know. Unfortunately, there is a significant amount of snowfall out there and staff would like it to flow through natural paths. There is the potential it could either make the sink hole worse or delay the ability to start the project. Staff will do everything in their power to keep it safe until such time a more permanent solution can be in place.

RESULT: **Tabled [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

d. **RESOLUTION 3809** A Resolution Establishing a Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Hansher

AYES: Parrish, Hansher, Gierl

4) Discussion Items

a. 2020 Work Plan (2.9.21)

Director of Public Works/City Engineer Lundeen provided an update to the 2021 work plan.

5) Motion to Adjourn at 7:05 PM.

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

MOVED BY: Alderman Gierl

SECONDED BY: Alderman Hansher

AYES: Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster
Administrative Assistant



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Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 17, 2021
SUBJECT: RESOLUTION 3811 A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park

Background

On Sunday, August 1st and Monday, August 2nd, the Peltz Center for Jewish Life has requested permission to hold its 3rd annual Jewish Food Festival (Festival) in Rotary Park. Admission will be free. This year's Festival strives to continue to unite the greater Mequon area community by sharing culture and ethnic foods. The Festival is designed to celebrate a combined mission and efforts in healing the world through acts of goodness.

In 2020, due to Covid-19 protocols, the Festival was abbreviated to a drive thru event in Rotary Park. With hope for a more prototypical year, the Festival would like to be held as previously planned.

The Center for Jewish Life is requesting use of Mequon's Rotary Park for their annual event. The organizers of the event are hopeful that the event becomes more of a community staple, like LionsFest and Gathering on the Green. In response to more regular use of the parks for large events, the Park & Open Space Board (POSB) recommended approval of a template Special Event Agreement that will be administered for all large events that are held in City parks. The Special Event Agreement allows for specific requests that would not normally be permitted by policy or ordinance to be permitted only for the duration of the event. The template agreement also specifies that requests are approved by the POSB, Public Works Committee and Common Council. The template Special Event Agreement was approved by the Common Council on March 10, 2020.

City staff has worked with organizers to amend the City's standard template agreement for the specifics of this event. Any deviations from the standard template Special Event Agreement are highlighted. The sections of the Agreement which are highlighted in yellow represent the changes to the original template.

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. While COVID-19 impacted the rental of parks facilities in 2020, should the Common Council consider a similar policy for 2021, Section 16 addresses the potential for cancellation.

As a note two primary requests were made for modifications to the terms in the original Special

Event Agreement. In the first request, the applicant is seeking permission to construct both a temporary performance stage, for entertainment purposes during the Festival.

With the second request, the applicant is seeking permission to bring in kosher animals for petting zoo purposes, as well as temporary construction of the necessary fenced area to house the animals. The petting zoo animals proposed would consist of goats, chickens, and ducks. The animals will be in the park only during operational hours of the Festival. The animals will be removed at the end of each of the two operating days. The renter will also be responsible for providing the necessary signage and sanitation stations required for petting zoos during the Festival.

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 2021 fees (1.a) are as follows:

- i. Rental Fee: The special event will include the use of Reuter Pavilion, but also restricts the City from renting Rotary Pavilion while the event is taking place, due to capacity issues. Therefore, the daily cost for the rental is the daily cost for Reuter Pavilion (\$500/day) and Rotary Pavilion (\$225/day), for a total of \$725/day, per the City's Fee Schedule.
- ii. Holding Tank Pumping: This is a pass-through cost. The City is charged \$270 per pumping, and that is billed through to the Renter per the Fee Schedule.
- iv. Janitorial Supplies (toilet paper and garbage bags): The supplies will be charged based upon actual use and the costs will be deducted from the security deposit prior to release.
- v. Emergency Services: The Police Department and On Call Fire/EMS provided the hours required for the event.

Police Department: 14 hours of sworn officer presence to cover the event (\$102/hour). This will provide 1 officer during each of the two days of operation. As a note, the Peltz Center also provides additional private security during the event.

On Call Fire/EMS: The Fire Department will most likely use the City's on-duty paramedic, a new Battalion Chief and interns to staff the event. Since these personnel are already being paid there is technically no added cost to City operations.

- vi. Security Deposit - Less Supplies Provided (1.a.iv)

The event will generate revenue for the park as well as 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 would be additional park personnel for morning and afternoon cleaning rounds.

Potential Policy Consideration

In 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. As the Gathering on the Green and Jewish Food Festival submittals were already in process, no such policy has been established as of the date of application.

Absent an established policy and to be consistent with the template approved by the Common Council, the POSB recommended the fee for Gathering on the Green as required by the template agreement.

While Lionsfest, Gathering on the Green, and Jewish Food Festival are independent events, staff is providing supplemental information regarding a means to establish an equitable fee. Without a policy to establish the means and methods for consistency, the Common Council could consider approving the Special Event Agreement with an amendment to the proposed fee. For Lionsfest and Gathering on the Green, the Common Council eliminated the Emergency Services fee. In order to remain equitable between the three large events, for the Jewish Food Festival, that would reduce the proposed fee by \$1,428 to a revised total of \$5,145.

Both the original fee for Lionsfest and the fee for Gathering on the Green included rental fees for both the days of the event itself, 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 Lionsfest and Gathering on the Green, the Common Council amended the number of days in the rental fee. Lionsfest was charged for four days, as the event itself runs Thursday through Sunday. Gathering on the Green was charged for three days, as the event is held for two days, but also inhibits use on the Sunday after the event, which would typically be a popular rental day. If both the Emergency Services fees were eliminated and the number of days reduced, the revised total fee for Jewish Food Festival would be \$2,175. Please note that this will also include a \$1,000 security deposit, which is refunded less the cost of janitorial supplies, plus a \$520 pass through cost of pumping the holding tanks.

After discussion, if the Common Council considers an amendment to the Event Fee, it could amend the agreement to revise the fee (which includes the aforementioned security deposit):

- To eliminate the \$1,428 Emergency Services fee, to a revised Event Fee of \$5,145.
- To reduce the number of rental days to three, for a revised Event Fee of \$5,123.
- To eliminate the Emergency Services fee and reduce the rental days to three, for a revised Event Fee of \$3,695

Comparison of Event Fees

For reference, the recent approvals for special event fees are as follows:

	Lionsfest (Approved)	Gathering on the Green (Approved)	Jewish Food Festival (Standard Fees)	Jewish Food Festival (Equitable Fees)
Rental Fee	\$2,175	\$2,175	\$3,625	\$2,175
Holding Tank Pumping	\$520	\$520	\$520	\$520
Field Usage Fee	\$320	N/A	N/A	N/A
Janitorial Supplies	TBD	TBD	TBD	TBD
Emergency Services	N/A	N/A	\$1,428	N/A
Security Deposit*	\$2,000	\$1,000	\$1,000	\$1,000
TOTAL	\$5,015	\$3,695	\$6,573	\$3,695

*Less Supplies Provided

Motion to Amend for Equitable Costs

If the Common Council is interested in amending the template agreement to include costs equitable to previous approvals for Lionsfest and Gathering on the Green, it could move to make an amendment as follows:

Move to amend the Special Event Agreement for the Jewish Food Festival to reduce the number of rental days to three and eliminate the emergency services fee, for a total Event Fee of \$3,695.

Recommendation

The Park and Open Space Board (POSB) reviewed and unanimously approved the agreement from the Center for Jewish Life Inc. to hold a two-day rental event in Mequon's Rotary Park on February 17, 2021. Staff recommends that the Public Works Committee and Common Council review the terms, consider amendments as appropriate, and approve the resolution authorizing the Special Event Agreement for the Jewish Food Festival at Rotary Park as an annual event.

Attachments:

Special Event Agreement (Jewish Food Festival) -CC 2021 (PDF)
 site map draft 2021 Jewish Food Festival (PDF)
 Jewish Food Festival - PD Letter (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3811

A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in
August at 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. The Peltz Center For Jewish Life has requested permission to operate its annual Jewish Food Festival 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 an annual Jewish Food Festival 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 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 9, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Jewish Food Festival

Articles of agreement made and entered into this _____ day of _____, 2021, by and between **Center for Jewish Life, 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 **Jewish Food Festival** (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 **\$6,573**. The Event Fee is comprised of the following costs:
 1. **\$3625** Rental Fee (5 days @ \$725/day)
 2. **\$520** Holding Tank Pumping (2 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. **TBD** Janitorial Supplies (toilet paper and garbage bags)
 5. **\$1428** Emergency Services (**14 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 7 portable toilets and 2 hand washing facilities to supplement the Park facilities. One toilet must be ADA.
- 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 1- 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 the day prior to the Event and be removed from the Park no later than the end of the day after the Event.
14. Restoration. If any damage occurs to the Park as a result of the Event, or if any repairs or replacements need to be made to the Park as a result 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.
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 Sunday August 1st, and Monday August 2nd, 2021. Preparation may occur starting no earlier than 8:00 am on July 30th 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 August 12-16, 2022, pending coordination with the Parks and Forestry Superintendent for other committed events. If the Renter has not committed to hold the Event annually by January 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 1,500 guests for each of the two 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 4 – July 12, 2021 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 11 and July 12, 2021 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), grease removal from hard surfaces, and other issues not attributed to general Park use.
 36. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - i. Sunday from 12:00 pm to 7:00 pm.
 - ii. Monday from 12:00 pm to 7:00 pm.
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
 - c. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
 - d. Daily Event Cleanup. Contractors and volunteers are permitted to remain up to two (2) hours after the Event for cleanup. Event Hours shall be limited to between sunrise and sunset, unless otherwise indicated in this section.
 37. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
 - a. 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.
 - b. 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.
 - c. 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. 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. Erection of Structures within Park. Section 54-21(1)(d) prohibits the erection of structures within the parks. This Agreement shall allow the temporary construction of a fence to enclose the petting zoo animals during the Event. This Agreement shall also allow the temporary construction of an event stage as outlined on the provided site plan, for use during the Event.
43. Domestic Animals. Section 54-25(3) prohibits domestic animals in undesignated park areas. This Agreement shall allow entry of Kosher animals (i.e. goats, chickens, ducks, chicks). Aside from ingress and egress, the animals shall be kept in an area enclosed with fencing for the entry duration of the Event. It shall be the sole responsibility of the Renter to provide adequate care and supervision for animals. Renter will provide sanitization stations and signs identifying station locations at the event. Note: animals will be removed from site at the end of each day of the event. Clean-up of the animal holding area is the sole responsibility of the renter.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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
 Superintendent
 Agency

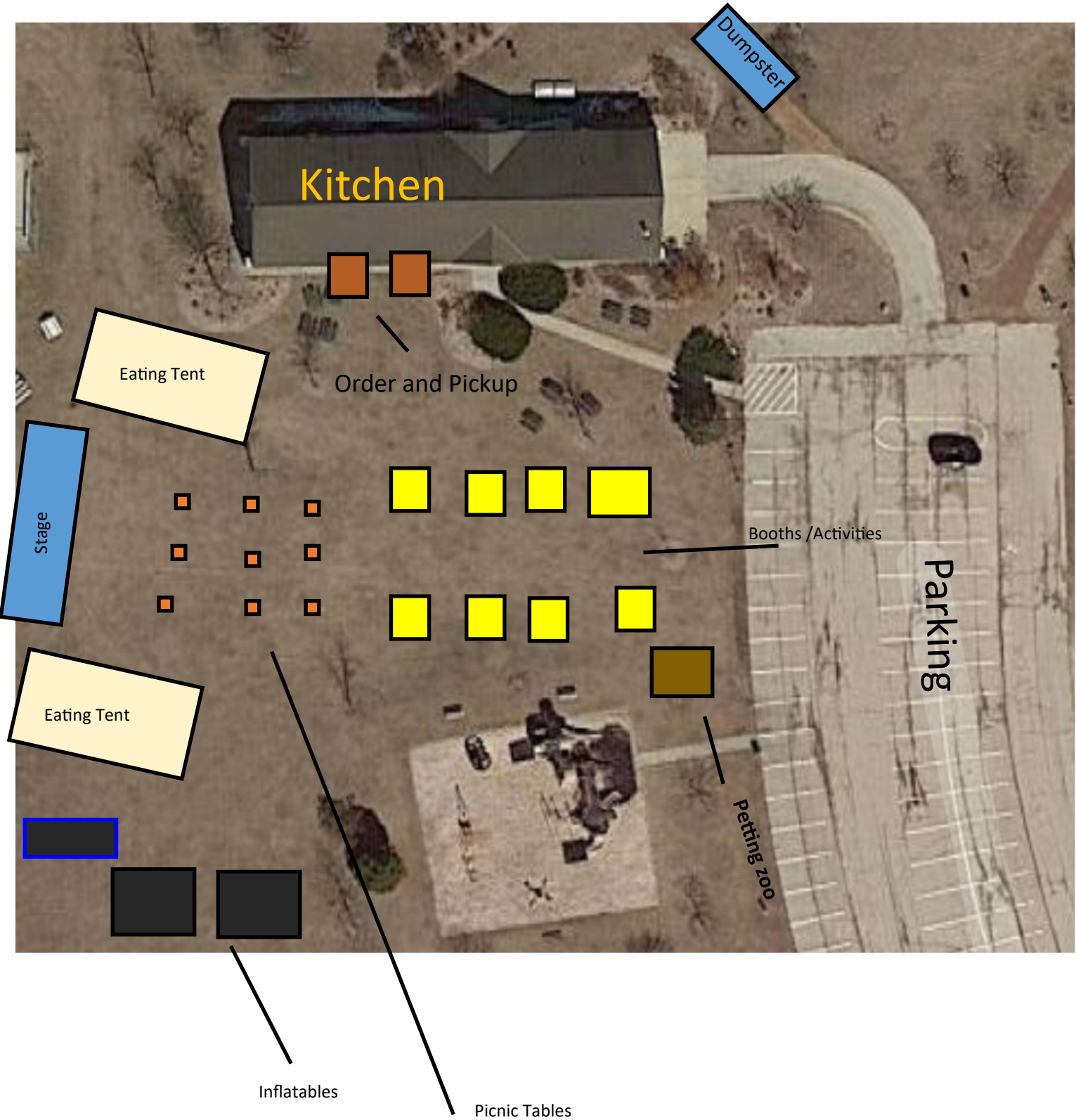
 Michael Gies, Parks and Forestry

City of Mequon

Approved as to Form:

 Brian C. Sajdak
 Mequon City Attorney

Site Plan for the Jewish Food Festival



Attachment: site map draft 2021 Jewish Food Festival (RESOLUTION 3811 : A Resolution Approving an Annual Special Event Agreement for



"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: February 11, 2021

From: Patrick Pryor, Police Chief

Subject: Jewish Food Festival 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 issues with disorderly behavior during this event.

The Mequon Police Department Captains have discussed the event and advised the department would need about 14 hours of sworn officer presence to cover the event. This would provide 1 officer dedicated to the event during the hours of operation on both Sunday and Monday.

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 a parking service and their own security service as they have done in the past events.

The Department also plans to utilize our Police Auxiliary Officer volunteers to assist with presence on the grounds. The Operation's Captain will work with the event organizers and make sure an emergency operations plan is in place.



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Office of Community Development

TO: Public Works Committee
FROM: Kim Tollefson, Director of Community Development
DATE: March 9, 2021
SUBJECT: RESOLUTION 3816 A Resolution Notifying the Wisconsin Department of Transportation (WisDOT) of the City's Intent to Install an Eastbound Turn Lane on Mequon Road at its Intersection with Weston Drive, in Connection with the Ozaukee Inter-Urban Trail Crossing Improvement Project in the Town Center Neighborhood

Background

In 2020, the Common Council directed its project consultant, Traffic Analysis & Design, Inc. (TADI) to establish an updated Traffic Impact Analysis (TIA) in support of a narrowed cross section on Mequon Road between Buntrock Avenue and Cedarburg Road, as well as the installation of a traffic signal at Weston Drive and a modified crossing for the Ozaukee Interurban Trail (OIT).

The intent of this memo is to address a request for TADI to submit the TIA to the Wisconsin Department of Transportation (WisDOT), adhering to the request of the Common Council and the Town Center Neighborhood standards.

Analysis

TADI has completed the updated TIA and is prepared to submit to WisDOT. TADI identified that the turn lane for eastbound traffic turning southbound onto Weston Drive has sufficient space to meet the “desirable” length as identified by WisDOT Facilities Development Manual (FDM). City staff requested that the TIA instead be submitted with the “minimum” length required by the FDM.

Utilizing the minimum length is consistent with the turn lane storage provided for other driveways and intersections in the corridor, which are otherwise constrained by other site conditions. In addition, the reduced turn lane results in a design which creates a terrace area for streetscaping features on Mequon Road consistent with the remainder of the corridor and it further prioritizes pedestrian and neighborhood characteristics.

In 2005, the City of Mequon established Town Center Guidelines, which includes the corridor of Mequon road between Buntrock Avenue and Cedarburg Road. These objectives include:

- Safe, walkable streets
- Human-scale architecture
- Public gathering spaces

- Common design features
- A strong sense of place
- Improved mix of uses
- Enhanced interconnectivity
- Visual and physical access to the Milwaukee River
- Public streetscape improvements
- Shared parking
- Gateway features at key entryways
- Improved aesthetics and expanded recreation within the Civic Campus
- Private investment and redevelopment
- Enhanced aesthetics & character

Subsequently, the City established a Town Center Zoning District with the purpose to establish and promote pedestrian character and mitigate the impacts of vehicular traffic and establish and maintain small, neighborhood scale.

Recently, the City requested modifications to the Ozaukee Interurban Trail crossing at Mequon Road over concerns for the safety of all users. In addition to modifications to the crossing itself, the City examined other ways to enhance safety in the corridor. The City is requesting to modify this cross section of Mequon Road to create a distinct change in the characteristics of this corridor from other sections of the road in Mequon. Ideally, many of these features will serve as traffic calming measures, reducing the speeds of vehicles traveling throughout the corridor. The pedestrian and bicycle population in this corridor is greater than that in other sections of Mequon Road, which warrants a distinction and prioritizes public safety.

Fiscal Impact

There is no direct fiscal impact for the request. The turn lane will be designed upon WisDOT approval of the TIA.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution notifying the Wisconsin Department of Transportation (WisDOT) of the City's intent to establish an eastbound turn lane on Mequon Road at its intersection with Weston Drive, in connection with completion of the Ozaukee Interurban Trail Crossing project within the Town Center Neighborhood.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3816

A Resolution Notifying the Wisconsin Department of Transportation (WisDOT) of the City's Intent to Install an Eastbound Turn Lane on Mequon Road at its Intersection with Weston Drive, in Connection with the Ozaukee Inter-Urban Trail Crossing Improvement Project in the Town Center Neighborhood

RECITALS

A. In 2005, the City of Mequon established Town Center Guidelines, which applies to the Mequon Road corridor between Buntrock Avenue and Cedarburg Road. As it relates to the design of the cross section of Mequon Road through the corridor, the objectives of the Guidelines include providing safe, walkable streets, ensuring common design features, promoting interconnectivity, coordinating public streetscape improvements, and making streetscape improvements to enhance aesthetics & character.

B. Subsequently, the City established a Town Center Zoning District for the purpose of establishing and promoting pedestrian character, mitigating the impacts of vehicular traffic, and establishing and maintaining a small, neighborhood scale.

C. Recently, the City considered modifications to the Ozaukee Interurban Trail crossing at Mequon Road due to concerns for the safety of all users. The City desires to modify the cross section of Mequon Road at this location to create a distinct change in the characteristics of the corridor from other sections of the road in Mequon. Many of these features will serve as traffic calming measures, reducing the speeds of the vehicles traveling in the corridor. The pedestrian and bicycle population in this corridor is greater than that in other sections of Mequon Road, which warrants a distinction and prioritizes public safety.

D. The Wisconsin Department of Transportation (WisDOT) has jurisdiction over signage and traffic signals on Mequon Road between Buntrock Avenue and Cedarburg Road in the City of Mequon.

E. WisDOT requires a supplemental traffic impact analysis to address the warrants for the design of a new traffic signal at Weston Drive.

F. In addition to the traffic signal, the City of Mequon seeks the modification of the cross section of Mequon Road, narrowing the pavement as a means of vehicular traffic calming and providing additional safety measures for pedestrians and bicyclists.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that City staff are directed and authorized to have TADI, Inc. submit a traffic impact analysis to WisDOT for the Mequon Road corridor requesting that the turn lane for eastbound traffic onto Weston Drive meet the minimum requirements of the

WisDOT Facilities Development Manual.

Approved by: John Wirth, Mayor

Date Approved: March 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 9, 2021.

Caroline Fochs, City Clerk



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Office of Public Works

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: March 9, 2021
SUBJECT: RESOLUTION 3817 A Resolution Awarding the Reuter Pavilion Roof and Gutter Replacement Contract to Larson's Building Services of Mequon, Wisconsin in the Amount of \$28,660

Background

The Reuter Pavilion at Rotary Park was constructed in 1998, and graciously donated to the park by Ray Reuter. The roof of the building is now in need of some maintenance that could affect the usability of the building in the near future, if deferred longer. When the roof was installed in the late 90's, the product that was used was relatively new to the market. The first generation of architectural shingles that were installed on the building are now beginning to cup and fail. The building also lacks gutters and downspouts which allow for water to fall from the roof and flow back towards the building. During heavy rain events the water infiltrates the building, caused by the concrete settling and pitching back towards the building.

Consistent with recommendations from the 2018 Facilities Assessment completed by EMG, the roof, gutters, downspouts were specifically identified as needs at Reuter Pavilion.

Also, as outlined in the Park and Open Space Plan from 2019, one of the primary goals and objectives of the Park and Open Space Board is to maintain the existing park infrastructure and equipment. When the Park and Open Space Board approved their 2021 Capital Improvement Project list in January, the Board identified needs at Reuter Pavilion, which included a new roof, gutters, and downspouts as one of their priority projects for 2021.

Analysis

Staff was given direction from the Park and Open Space Board to request quotes to complete the roof, gutter and downspout work at Reuter Pavilion as a 2021 Capital Improvement Project. Quotes were requested and received from three local vendors. The estimates are listed as follows:

CONTRACTOR	PROPOSAL COST
Larson's Building Services	\$28,660
Advanced Construction	\$31,900
Noffke Roofing Co., LLC	\$36,869

All bids include a full tear off of the existing shingles, debris removal, installation of new underlayment, shingles, gutters and downspouts. All three of the vendors are recommending

installation of Certainteed Landmark Shingles. Certainteed offers a longer warranty when installed by a certified shingle applicator and is also a heavier shingle that rates better in the general wear and tear categories. The gutters and downspouts proposed by each contractor are consistent.

Fiscal Impact

The Parks capital account has a balance of \$81,466 available for 2021 projects. The Park and Open Space Board is proposing that this project utilize the capital funds account to complete the roof, gutters, and downspout project. The funds utilized for the completion of the project are quoted as \$28,660. This will leave \$52,806 available for other identified parks projects.

Recommendation

A recommendation from the Public Works Committee is forthcoming on March 9, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3817

A Resolution Awarding the Reuter Pavilion Roof and Gutter Replacement Contract to Larson's Building Services of Mequon, Wisconsin in the Amount of \$28,660

RECITALS

- A. The Reuter Pavilion at Rotary Park was constructed in 1998.
- B. The building lacks gutters and downspouts which allow for water to fall from the roof and flow back towards the building.
- C. The first generation of architectural shingles that were installed on the building are now beginning to cup and fail.
- D. The 2018 Facilities Assessment completed by EMG recommends installation of gutters and downspouts and replacement of the roof.
- E. The Park and Open Space Plan from 2019 indicates that one of the primary goals and objectives of the Park and Open Space Board is to maintain the existing park infrastructure and equipment.
- F. When the Park and Open Space Board approved their 2021 Capital Improvement Project list in January, the Board identified needs at Reuter Pavilion, which included a new roof, gutters, and downspouts as one of their priority projects for 2021.
- G. Staff received and reviewed the responsive proposals received and recommends that a contract be awarded to Larson's Building Services of Mequon, Wisconsin, in an amount of \$28,660.
- H. Following consideration of staff's recommendation, the Public Works Committee forwarded a favorable recommendation to the Common Council at its meeting on March 9, 2021.

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

1. The Agreement for the Replacement of Roof and Gutters on Reuter Pavilion at Rotary Park is approved and awarded to Larson's Building Services of Mequon, Wisconsin, in an amount of \$28,660, 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 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 9, 2021.

Caroline Fochs, City Clerk

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 9, 2021
SUBJECT: 2021 Road Program: Mequon Business Park

Background

The Mequon Business Park (MBP) at the northwest corner of Donges Bay Road and Baehr Road was originally constructed in phases. The portion to the east was constructed first as Phase I, and the portion to the west was constructed last as Phase II. The roads and right-of-way infrastructure in Phase I have deteriorated to the point that inclusion in the road program is warranted.

In 2020, the catch basins within MBP were reconstructed in preparation for this project. City staff was continuing to work through a number of other issues which complicate the rehabilitation project. Those complications are the subject of this email and staff is looking for direction from the Public Works Committee on how to proceed.

Analysis

The road surface portion of the MBP project is relatively simple. The cross section of the road is an urban section with curb and gutter, therefore the asphalt would be milled and repaved. This process is straightforward. However, prior to the road resurfacing, the City needs to address the irrigation system and the street lighting.

IRRIGATION SYSTEM

The subject of the irrigation system was brought up as a part of the 2020 Road Program. MBP was originally constructed with an irrigation system for the plantings within the medians. Approximately 10-15 years ago the irrigation system ceased being utilized and fell into disrepair. During and since that time, the irrigation lines have been cut several times through utility projects and other work in the area. In 2020, staff recommended that the system be abandoned, but the Public Works Committee requested that staff perform outreach with the business owners to determine the ultimate impact of the abandonment.

City staff communicated with many business owners in MBP regarding the irrigation system. The majority were not aware that an irrigation system existed, and none were opposed to the irrigation system being abandoned. City staff also indicated that the median contractor has been able to maintain the plantings without a functioning system and supports abandonment of the system.

Please note that neither option is without a cost. While the cost to reestablish the irrigation system is essentially equal to installing a new system, abandoning the irrigation system also requires proper disconnection from the Water Utility. As some of that work is required within the road section, either replacement or abandonment should occur prior to the road resurfacing project.

The purpose of this discussion is to determine whether the 2021 road program contracts should include the abandonment of the system or the replacement of the system. The contracts could be written to provide the option of both, with the decision made at the time of award. However, that may lead to increased contract costs as the contractor would have to plan for both scenarios as a part of the 2021 project.

STREET LIGHTS

Street lights were installed as MBP was constructed. In Phase I, the lights are owned and operated by the City of Mequon. In Phase II, the lights are owned and operated by We Energies. The street lights in Phase I require replacing, as the poles have deteriorated and the lighting elements themselves should be upgraded for more energy efficient models. The City has the option of replacing the Phase I street lights through a City contract and maintain the obligation for operation, maintenance and future replacement, or to contract with We Energies for the replacement.

As previously noted, the street lights in Phase II are owned and operated by We Energies. Contracting to do the same for Phase I will provide consistency in MBP. We Energies has a simple, efficient system for identifying outages and repairs on its website. Any business owner, member of the public, or City staff can use the system on the website to notify We Energies of an issue. Generally, We Energies responds within three business days and uses email to communicate with the reporting party. Replacement of the bulbs, repair and/or replacement of the fixtures are the responsibility of We Energies and have no direct cost for the work. Operation and maintenance are incorporated into monthly billing.

City owned street lights are generally operated and maintained by the Buildings Division staff. Response time for outages or issues depends on the workload of City Staff. In the event of damage from an accident or deterioration, the City utilizes contract staff for that work. Those repair costs are paid from the general levy budget in addition to the monthly energy costs. When the fixtures require replacement, that is also a direct cost to the City.

The purpose of this discussion is to determine whether the 2021 road program contracts should include the contract for We Energies replacement of the street lights, or to bid as City replacement of the street lights.

Fiscal Impact

The City was awarded Local Roads Improvement Program (LRIP) reimbursement funding for the Mequon Business Park in an allocation of \$85,746.64. This allocation is applied to the cost of the mill and overlay. The anticipated project costs and alternatives are as follows:

	Cost	Alternate
1. Remove Existing Lighting	\$42,510	
2.A. We Energies Replace Street Lighting	\$260,000	
2.B. City Replace Street Lighting		\$237,000
3.A. Abandon Irrigation System	\$55,000	
3.B. Repair/Replace Irrigation System		\$78,963
4. Mill & Overlay	\$613,805	
LRIP Reimbursement	-\$85,746.64	

As noted, the initial replacement cost of the street lights is more expensive as a We Energies project, but is anticipated to have a lower life cycle cost and annual savings for operation and maintenance.

Abandoning the irrigation system costs less than repair/replacement of the system and would eliminate further operation, maintenance and water charges.

There is a risk that the cost of the mill and overlay will increase if completed in 2022, but there is also a risk that the cost of coordination and completing all of the work in 2021 under a single contract would increase the project cost.

Recommendation

Staff recommends that the Public Works Committee review, discuss and provide staff with direction on the following:

1. Should the irrigation system be repaired/replaced, abandoned, or bid as an alternate to make the decision at contract award?
Staff recommends that the abandonment of the irrigation system be included in the 2021 road program contracts. The irrigation system has not operated in over 10 years and is not critical to the maintenance of median plantings. The cost to both replace and operate the system outweighs the benefits to having it in place.
2. Should the street lighting be replaced by We Energies, by the City within or outside of the road program contract?
Staff recommends that the City enter into a contract for street lighting with We Energies. As the street lights in Phase 2 are on the We Energies system, this would provide consistency throughout MBP. It also provides increased level of service in terms of reporting issues and outages. Long term, the cost of maintenance and repair is the responsibility of We Energies, eliminating the labor cost and time of City staff and contract staff to coordinate for operation, maintenance and replacement. The City would only be responsible for the monthly fees associated with the operation of the system.
3. Depending on the answers for #1 and #2, should the mill and overlay be bid in 2021 or 2022?
Given the complexity of the work required prior to road resurfacing and concerns over the timeline and coordination of completion, staff recommends that the irrigation system and street lighting for MBP be included in the 2021 road program contracts and the road resurfacing in the 2022 contract. If bid as a part of the road reconstruction project, there is the potential that the cost would be higher as they would be subcontractors to the prime paving contractor. If bid separately, the City has more control over the award, contractor selection and schedule. It also allows a larger timeframe for the work to be completed in 2021 ahead of the road work in 2022.



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Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: March 3, 2021
SUBJECT: 2021 Annual Road Program

Background

The Annual Road Program addresses both road reconstruction/rehabilitation and road maintenance. This memo provides an overview of the proposed 2021 program and the current estimates.

Analysis

The City's annual road program is supported by the issuance of multiple contracts.

Reconstruction/Rehabilitation - Reconstruction/Rehabilitation projects are included in the Road Improvements contract and typically include treatments such as widening, pulverize & pave, mill & pave, and asphalt overlays. These projects address roads with surface condition ratings (SCR) of 2-5.

City staff is anticipating 10 roads for reconstruction in 2021: Westchester Subdivision, Highland Road (Cedarburg Road to Green Bay Road), Bonniwell Court, and Ravenwood Court and patch work on Wauwatosa Road. Westchester Subdivision includes: Bridgewater Drive, Lafayette Place, Governors Drive, Settlement Drive, Lantern Lane, and Westchester Court.

In addition, staff is recommending that there be additive roads bid for reconstruction in 2021: River Lake Subdivision, Highland Road (Cedarburg Road to Wauwatosa Road), and Martin Way. River Lake Subdivision includes: River Lake Drive, River Lake Court, River Willows Court, Fox Run. The River Lake Subdivision also includes a private water trust that manages the water services to the residents. The water lines are within the road reconstruction area and an agreement will need to be executed prior to the reconstruction of the roadway to protect the City and residents during the reconstruction. River Lake Subdivision will be included as an additive bid item so that it can be added should the agreement be executed prior to the contract award.

In addition to the roads listed, reconstruction of City owned parking lots will be part of the reconstruction program utilizing a portion of the approved \$650,000 for parking lot rehabilitation. City Staff is anticipating that the parking lots at Rotary Park will be reconstructed in 2021.

Staff intends to release the construction documents for bidding the reconstruction/ rehabilitation in March, with award in April.

Maintenance - Maintenance contracts include crack sealing and GSB-88 bituminous seal. These projects generally address roads with SCR ratings of 6-8. Crack sealing, however, is performed on a variety of roads with SCR ratings ranging from 6-10. Maintenance projects are meant to prolong the pavement's useful service life. Proper balance of reconstruction/rehabilitation and maintenance is required to maintain the entire system in the most cost-effective manner. Please see the attached Crack Sealing Location Map and GSB-88 Bituminous Seal Location Map. Staff

intends to release the maintenance contracts for bidding in March, with award in April.

Crack sealing should be complete prior to GSB-88 bituminous seal because in some cases, both treatments are on the same road and it is better to have the GSB-88 bituminous seal cover the entire pavement including the sealed cracks.

Fiscal Impact

The City of Mequon has applied for and been approved for Local Roads Improvement Program Entitlement Project (LRIP) funding for the reconstruction of the roads within the Mequon Business Park. Mequon Business Park will be discussed under a separate agenda item. The total construction costs are estimated at \$980,465 which includes improvements to street lighting and abandonment of the irrigation and paving (\$622,955). The LRIP reimbursement amount is approximated to be \$85,746.64 which equates to 8.7% of the total estimated cost.

On February 12, 2019, common council approved a \$5.1 million bond issuance for a 3-year borrowing for the road program. The 2021 road program is the third year of the aforementioned three-year program funded by long term bonding. Below are the costs associated with the 2021 Road Program.

The net total expenditures for 2019 and 2020 were under the overall budget for the road program resulting in a \$3,153,861 balance for 2021 (\$2,538,629 for roads and \$615,232 for parking lots). The balance includes the \$469,965 reimbursement for the LRIP-D project on Cedarburg Road, and the \$325,000 of funding from the general levy. The intent is to utilize all remaining funding in 2021, to meet the terms of the borrowing. Additive bidding will be utilized when possible to maximize the yearly expenditures. Staff is preparing additive bids totaling \$1,088,270 which can be used in any combination to maximize the funds available.

The program shown on the chart below is the anticipated costs for 2021:

	Miles	Cost Estimate
Rehabilitation - Westchester Subdivision	1.65	\$421,487
Rehabilitation - Highland Road	0.35	\$198,732
Rehabilitation - Bonniwell Court	0.40	\$230,724
Rehabilitation - Ravenwood Court	0.10	\$66,146
Rehabilitation - MBP Lighting		\$302,510
Rehabilitation - MBP Irrigation Abandon		\$55,000
Rehabilitation - Wauwatosa Road		\$5,625
Maintenance (Crack Seal)	30.96	\$160,117
Maintenance (GSB-88)	6.39	\$123,685
Rehabilitation (Parking Lots) Rotary Park		\$558,081
City Totals	39.85	\$2,122,107
Anticipated LRIP Reimbursement		\$85,746
Net Total		\$2,036,361

Recommendation

Staff is providing the road program descriptions for information and discussion. Award of each of the contracts will come back before the Public Works Committee for recommendation following each bidding cycle. Additive bids will be included with the Road Improvements contract, the GSB-88 contract and Crack Seal contract that can be added at the time of award if

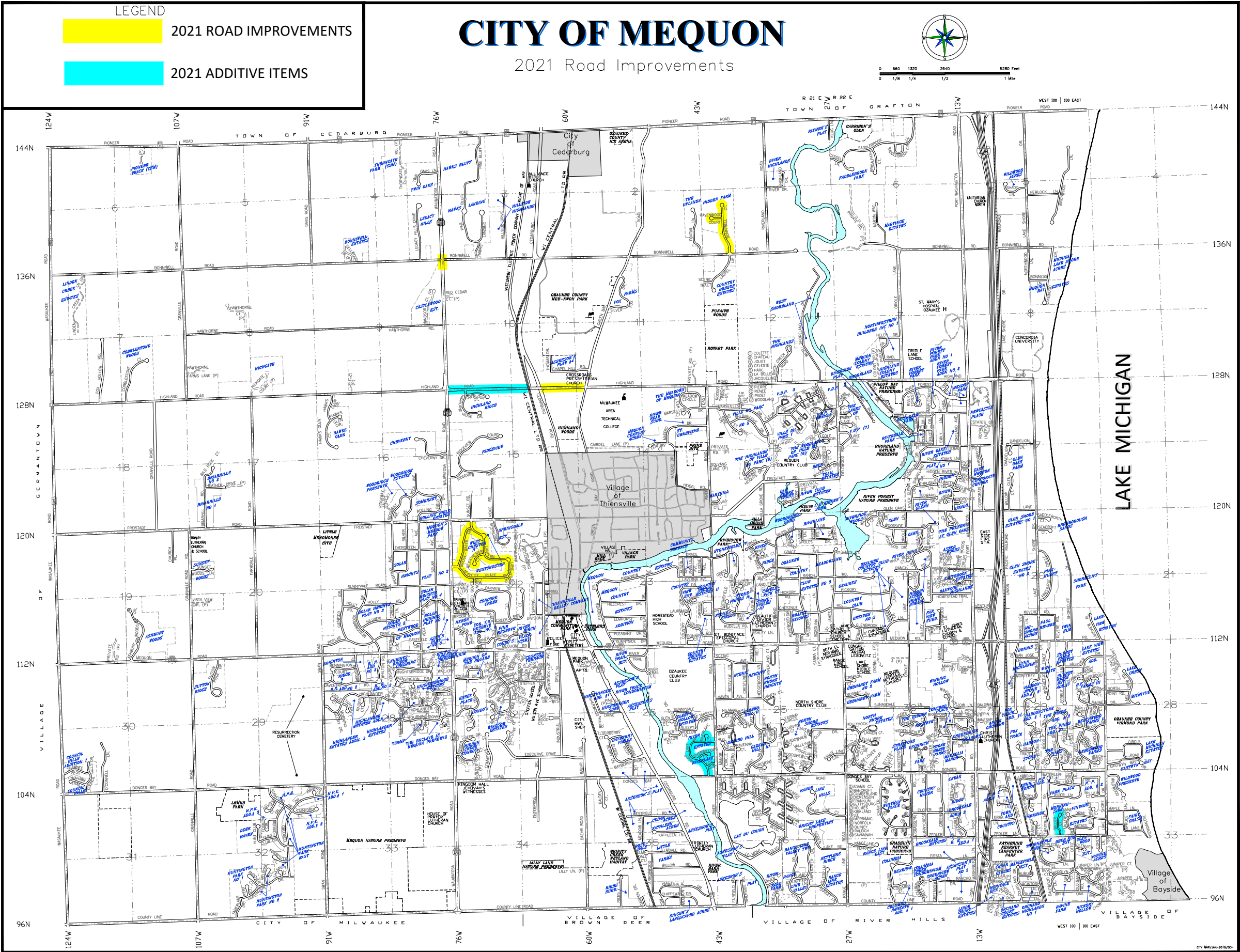
funding allows.

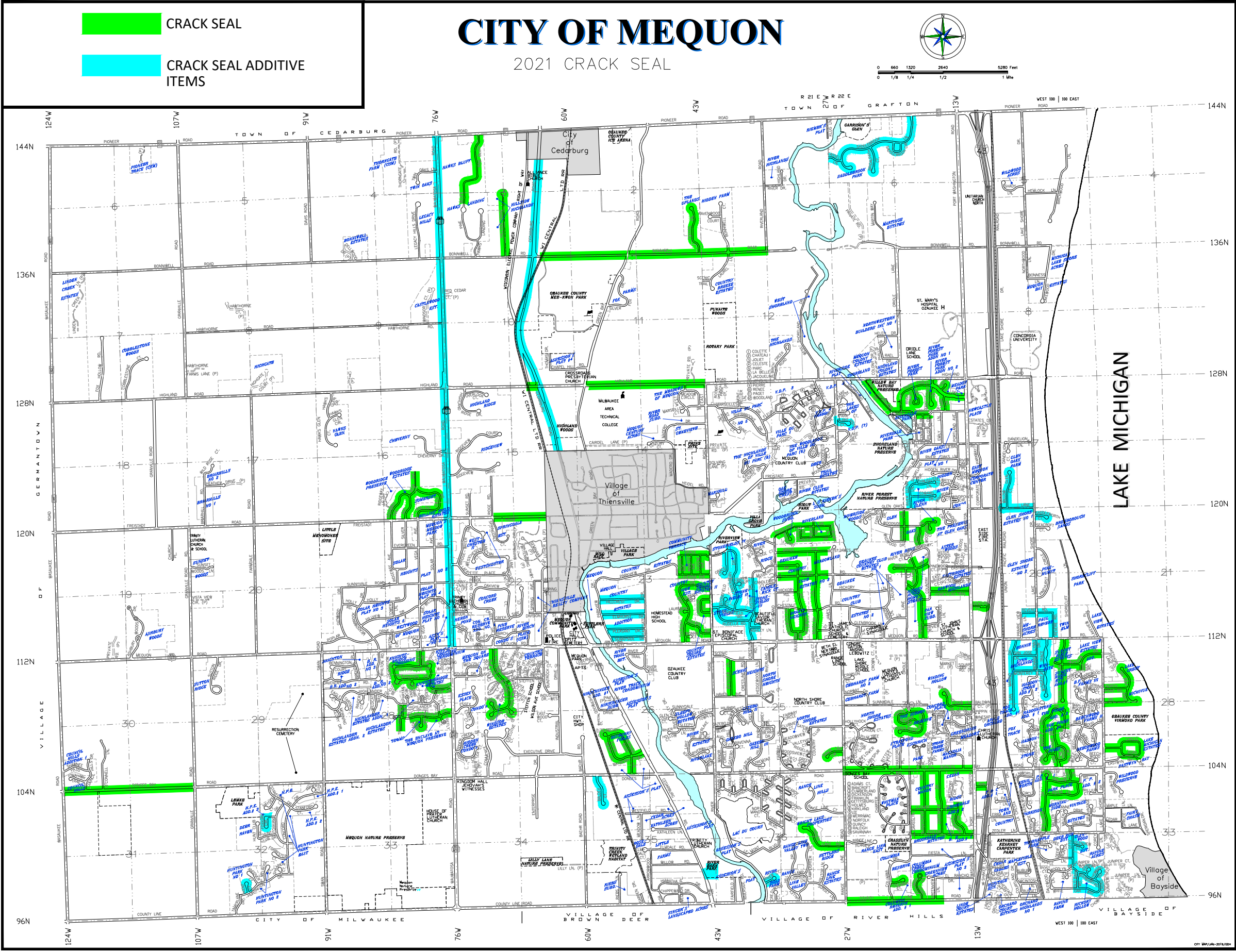
Attachments:

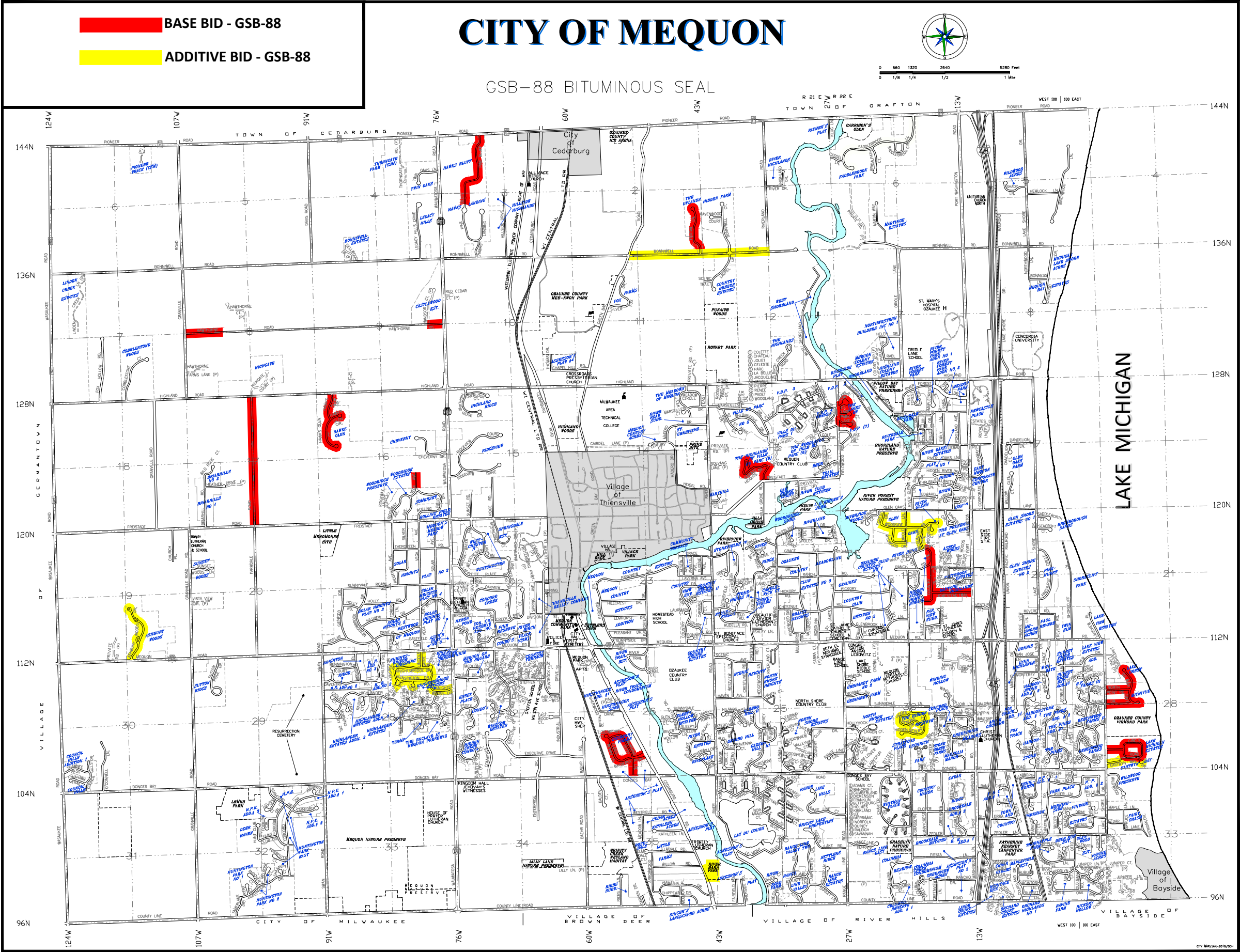
3098-21 2021 Road Improvements Area Map (PDF)

3686-21 2021 Crack Sealing Area Map (PDF)

3762-21 2021 GSB-88 Seal Area Map (PDF)









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Office of Public Works

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 9, 2021
SUBJECT: 2020 Work Plan (3.9.21)

Attached for the Board's review is a copy of the proposed work plan for 2021.

Attachments:
2021 Work Plan (3.9.21) (PDF)

**Public Works Committee
2021 Work Plan (March 9, 2021)**

4.c.a

Month	Agenda Topics
March	• A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park • A Resolution Awarding the Reuter Pavilion Roof and Gutter Replacement Contract to Larson's Building Services of Mequon, Wisconsin in the Amount of \$28,660 • A Resolution Notifying the Wisconsin Department of Transportation (WisDOT) of the City's Intent to Install an Eastbound Turn Lane on Mequon Road at its Intersection with Weston Drive, in Connection with the Ozaukee Inter-Urban Trail Crossing Improvement Project in the Town Center Neighborhood • 2021 Road Program
April	• Resolution Approving the Acquisition of a Drainage Easement and the Award of a Contract to Replace a Failed Storm Sewer Culvert Across the Property at 9731 N. Courtland Drive for a Total Cost of \$34,625 • Resolution for the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 • Contract Award for 2021 Road Program
May	• Contract Award for 2021 Road Program

Future Agenda Topics

- Prioritization of Drainage CIP
- Review/reprioritization of Shorecliff drain tile CIP project
- Prioritization of culvert replacement associated with the Prairie View Lane drainage study
- Hawthorne Road

2021 Completed Items

• Contract Award for the Demolition of the City Owned Residential Structures at 11236 and 11242 North Cedarburg Road • Approval of the Lion's Club Special Event Agreement for Lion's Fest at Rotary Park • Resolution Temporarily Extending the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19	• Resolution Establishing a Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way • Resolution Approving a Special Event Agreement for Annual Gathering on the Green Festivities Held During the Third Week of July in Rotary Park
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Attachment: 2021 Work Plan (3.9.21) (6019 : 2021 Work Plan (3.9.21))