



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 11, 2025
5:30 PM
South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. February 11, 2025 Minutes

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4187** A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2025, Related to Athletic Field Fees, Lemke Park Concession Fees and Pool Fees
- b. **RESOLUTION 4189** A Resolution Authorizing a Contract for Preemption Upgrades to the Highway-Grade Crossing on Mequon Road Required to Activate the Traffic Signals at the Intersection of Mequon Road and Weston Drive to CDL Electric Company, LLC of Pittsburg, Kansas, in the Amount of \$74,789.
- c. **RESOLUTION 4191** A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2025 Construction Season with the Following Engineering Firms: GRAEF-USA, Kapur & Associates, M-Squared, The Sigma Group, raSmith and Ruckert-Mielke, Inc.
- d. **RESOLUTION 4188** A Resolution Adopting the 2025 Mequon-Thiensville Bike & Pedestrian Way Plan
- e. **RESOLUTION 4190** A Resolution Awarding a Contract for 2025 HVAC Preventative Maintenance & Emergency Response Services to J.F. Ahern Company, Milwaukee, Wisconsin, for a Total Estimated Cost of \$31,689

4) Discussion Items

- a. Public Works Work Plan (3.11.25)

5) Adjourn

Dated: March 11, 2025

/s/ Jeffrey Hansher, Chair

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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 11, 2025
6:30 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 6:30 PM.

Present:

Chair Jeffrey Hansher
 Alderman Kelly Tolocko
 Alderman Peter Bratt

Also present: Buildings Superintendent Bodoh, Deputy Director of Public Works Weyker, Director of Public Works/City Engineer Lundeen, and Administrative Assistant Schlereth.

2) Approval of Minutes

a. Public Works Committee meeting minutes of January 14, 2025

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4180** A Resolution Awarding a Contract for Cleaning Services at City Hall, the Department of Public Works Facility, and the Public Safety Building to Environment Control of Wisconsin, Inc., Waukesha, Wisconsin, in the Amount of \$226,296 for the Period April 1, 2025 - December 31, 2027

Staff clarified that if the City found the required standards were not met, it could terminate the contract by providing a 30-day notice to Environment Control of Wisconsin.

Attachment: 2.11.25 (10154 : February 11, 2025 Minutes)

The City's other buildings not included in the contract are cleaned by in-house staff.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

4) Discussion Items

Discussion and Possible Action

a. Discussion Item - Focus on Facilities

Staff reviewed making the budget plan, monitoring and adjusting it throughout the year.

Cost-saving attempts have been made to take on more in-house, but the task has been difficult since July 2024, when the Buildings Division was short-staffed.

Discussion ensued on multiple aging facilities that pose maintenance challenges, with the added layer of uncertainty as to whether decisions should be made with new construction in the near future or for longer sustainability.

b. Public Works Work Plan (2.11.25)

5) Adjourn

a. Motion to adjourn at 6:59 PM

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 2.11.25 (10154 : February 11, 2025 Minutes)



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Office of Public Works

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: February 19, 2025
SUBJECT: RESOLUTION 4187 A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2025, Related to Athletic Field Fees, Lemke Park Concession Fees and Pool Fees

Background

The proposed amendments to the City's current fee schedule include:

- Update to the athletic field fees for 2025, accounting for the reallocation per the number of uses and field management contract cost
- Introduction of round robin fees; in discussion with user groups, there is a level of play between single field use and tournament use. This new fee represents the allocation of costs for that level of play
- Inclusion of fees for the Lemke Park Kitchen/Concessions
- Modification of tournament fees to per day to better represent actual field usage
- Memorialization of season fees historically charged, but not included in the Fee Schedule
- Ratification of fees for memorials
- Increase in non-resident rates at the Mequon Community Pool

Please see the attached document including only those fees that are proposed for modification.

Analysis

The proposed fee schedule amendments include fees across a number of Department of Public Works and Utility disciplines, as follows:

Parks

In 2022, the Parks Division administered a ballfield management contract on behalf of and at the request of user groups. At the time, City staff indicated that the fee would be updated annually and replace the previous memorandum of understanding utilized for the same. If the user groups determine in the future that they no longer desire City-administered field management services, any such fee(s) will be reduced accordingly.

Fees were included in the 2022 fee schedule that acted as a pass-through for the City, whereby the user groups pay the cost of the field management contract. As established in 2022, the number of uses is based upon the previous year's rentals. The 2025 proposed fee amendment follows that same calculation.

User groups pay these fees at the start of the season with their rental agreements. The final

amount(s) due will be adjusted at the end of the season and prorated accordingly. The per use field fee includes both the City of Mequon Park System user fee and the field management contract fee.

As noted in the list above, there are a number of season fees historically charged to user groups that were not included in the Fee Schedule. The requested amendments ratify those fees charged to these specific user groups, which include Ozaukee Lacrosse, North Shore United (NSU) Soccer, Cardinal Football and Milwaukee Wave Soccer, among others.

Pool

In acknowledgement of both increased use by non-residents due to closures at the Fox Point and Milwaukee County aquatic facilities and increased costs to maintain the Mequon Community Pool, staff proposes an increase in non-resident daily and season passes.

Fiscal Impact

Staff continues to evaluate revenue options at the pool and therefore recommends an increase in non-resident rates. The Parks Fees are net neutral; the fees collected for the athletic fields are used to pay the field management contract as a pass-through, and are otherwise accounted for in the projected parks revenue.

Recommendation

The Park and Open Space Board recommended approval 7-0 on February 19, 2025, and further recommendation is forthcoming by the Public Works Committee on March 11, 2025.

Attachments:

2025 Fee Schedule Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4187

A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2025,
Related to Athletic Field Fees, Lemke Park Concession Fees and Pool Fees

RECITALS

A. The City has established an annual fee schedule to memorialize fees across various City services.

B. City staff has identified a number of fees that require adjustment and the option to include additional opportunities through the establishment of new fees.

C. The proposed amendments include the adjustment of fees for field management services at various athletic fields throughout the City of Mequon Park System and ratification of fees charged to other user groups.

D. City staff has reviewed the schedule and recommends the attached amendments to the fee schedule for implementation on March 12, 2025.

E. The Public Works Committee has reviewed the attached fee schedule and has recommended its adoption to the Common Council.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the attached amendments to fees within the City's Annual Fee Schedule are approved, and authorized for implementation beginning March 12, 2025, until further amended.

Approved by: Andrew Nerbun, Mayor

Date Approved: March 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 11, 2025.

Caroline Fochs, City Clerk



FEE SCHEDULE (Effective 03/12/2025)

FEE DESCRIPTION		FEE AMOUNT
PARKS		
<u>Memorials</u>		
	<u>Park Bench</u>	<u>\$550</u>
	<u>Tree</u>	<u>\$250</u>
<u>Park Pavilion Rental*</u>		
	Non-Mequon/Thiensville Resident Rental Upcharge	\$100
	Outdoor Concessions (Per Tent/Table)*	\$25
	Additional Setup/Cleanup (<u>up to 4 hours (4:00pm – 8:00pm, depending on availability)</u>)	\$100
<u>Lemke Park *</u>		
	Lemke <u>Open Pavilion</u> ‡	\$150
	Lemke <u>Open Pavilion</u> – Security Deposit	\$50
	<u>Lemke Concession/Kitchen ONLY Per Day</u>	<u>\$75</u>
	<u>Lemke Concession/Kitchen with Open Pavilion</u>	<u>\$225</u>
	<u>Lemke Concession/Kitchen with Open Kitchen - Deposit</u>	<u>\$100</u>
	<u>Holding Tank Pumping Fee per 10,000 gallons*</u>	<u>\$270</u>
<u>Rotary Park*</u>		
	Reuter Pavilion‡ – Under 150 People	\$475
	Reuter Pavilion‡ – Corp. or Over 150 People	\$500
	Reuter Pavilion‡ – Concessions Only	\$225
	Reuter Pavilion – Security Deposit	\$200
	Rotary Pavilion‡	\$225
	Rotary Pavilion or Gazebo – Security Deposit	\$100
	Gazebo Only	\$225
	Gazebo with Pavilion Rental	\$100
	Holding Tank Pumping Fee per 5,000 gallons*	\$135
	Holding Tank Pumping Fee per 10,000 gallons*	\$270
	Portable Restroom Service*†	\$115
<u>River Barn Park*</u>		
	<u>River Barn Sommers Pavilion and South Patio</u> ‡	\$475
	<u>River Barn Sommers Pavilion</u> Security Deposit	\$200
	<u>River Barn Sommers Pavilion</u> Concessions Only	\$225
<u>Athletic Field Use (2 Hours)*</u>		
	Non-Mequon/Thiensville User Upcharge- One Time Fee Per Season	\$100
	<i>Season User Fee Deposit Per Field</i>	
	0-20 Field Use Deposit	\$100
	20-40 Field Use Deposit	\$200
	40-60 Field Use Deposit	\$300
	60-80 Field Use Deposit	\$400
	80-100 Field Use Deposit	\$500
	<u>River Barn Ozaukee Lacrosse Season</u>	<u>\$1,920</u>
	Lacrosse Field Per Use	\$80.00
	<u>River Barn NSU Soccer Season</u>	<u>\$600.00</u>

Attachment: 2025 Fee Schedule Amendment (RESOLUTION 4187 : Fee Schedule Amendment: 2025 Field Fees and Pool Fees)



FEE SCHEDULE (Effective 03/12/2025)

	River Barn Wave Camp with North Open Pavilion (Monday – Friday)	\$600
	Soccer/Football Field Per Use	\$80
	River Barn Field 1 Per Use	\$58.00 \$53
	River Barn Round Robin Field 1 Per Day	\$106
	River Barn Field 2 Per Use	\$64.50 \$71
	River Barn Round Robin Field 2 Per Day	\$143
	River Barn Field 3 Per Use	\$56
	River Barn Round Robin Field 3 Per Day	\$112
	Rotary NSU Soccer Season	\$1,500
	Rotary Wave Camp with Open Pavilion (Monday – Friday)	\$600
	Rotary Cross Country Season	\$207
	Rotary Schmit Per Use	\$76.00 \$64
	Rotary South Per Use	\$53.50 \$51
	Rotary Central Per Use —With Field—	\$89.00 \$46
	Maintenance (In Season)	
	Rotary North West Per Use	\$59.00 \$12
	Rennicke Per Use	\$147.50 \$120
	Lemke NSU Soccer Season	\$600
	Lemke Cardinal Football Season	\$1,400
	Lemke Orange Per Use	\$55.00 \$27
	Lemke Blue Per Use	\$62.00 \$34
Tournaments	Mequon/Thiensville User Tournament Fee ^o Per Day	\$600.00 \$325
	Non-Mequon/Thiensville User Tournament Fee ^o Per Day	\$975.00 \$450
	Tournament Pavilion Concessions Only Per Day*	\$75
	Outdoor Concession per Tent/ Food Truck Per Day	\$25
	Rotary NSU Tournament (max. 3 days) with North Reuter Concessions	\$1,500
	Tournament Reuter Holding Tank Pumping per 10,000 gallons*	\$270
	Tournament Per Field Deposit	\$100
	Portable Restroom Service*†	\$115
	*Plus applicable taxes for non-exempt groups	
†Required for Events with over 200 people		
‡Per Rental Agreement, Pavilion Rentals Include 2-hour Setup and 1-Hour Cleanup		
^o Tournaments at Rotary Park require Holding Tank Pumping in addition to the Tournament Fee		
SWIMMING POOL		
Daily Swimming Pool		
	Non Resident – 3 to 12 Years	\$7.00 \$8
	Non Resident – 13 - 64 Years	\$8.00 \$9
	Non Resident - Senior (65 & Older)	\$6.00 \$7
Seasonal Swimming Pool		
	Non Resident – 3 to 12 Years	\$85.00 \$90
	Non Resident – 13 - 64 Years	\$140.00 \$115
	Non Resident - Senior (65 & Older)	\$100.00 \$105
	Non Resident – Family	\$200.00 \$205

Attachment: 2025 Fee Schedule Amendment (RESOLUTION 4187 : Fee Schedule Amendment: 2025 Field Fees and Pool Fees)



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 11, 2025
SUBJECT: RESOLUTION 4189 A Resolution Authorizing a Contract for Preemption Upgrades to the Highway-Grade Crossing on Mequon Road Required to Activate the Traffic Signals at the Intersection of Mequon Road and Weston Drive to CDL Electric Company, LLC of Pittsburg, Kansas, in the Amount of \$74,789.

Background

In June of 2021, the Wisconsin Department of Transportation (WisDOT) approved the installation of a traffic signal at Weston Drive and Mequon Road. Subsequent to that approval, WisDOT and the City executed a State/Municipal Financial Agreement (SMFA) which contracted WisDOT to install the preemption required for the traffic signal and the railroad signals to communicate. Preemption is essential to the safety of the operation of the traffic signal and the traveling public.

Analysis

WisDOT contracts with CDL Electric Company, LLC (CDL) to provide preemption. During the construction of the City-led project, the contract between WisDOT and CDL expired. While the City's portion of the traffic signal installation was completed in August of 2023, to date, WisDOT and CDL have been unable to fulfill the contractual obligations of the SMFA.

In early 2025, WisDOT indicated that the City could contract directly with CDL to perform the work covered by the SMFA. By contracting directly with CDL, the City is simply eliminating a step in the payment conduit. The ultimate outcome is the same: CDL will complete the preemption work. Under the proposed contract, the City would not need to go through WisDOT and instead work directly with CDL.

Per the proposal, the work will be completed within the next several months. If the City were to continue under the WisDOT SMFA, WisDOT indicated that it could take until fall of 2026 for the traffic signal to be fully operational.

If the CDL contract is authorized, City staff will also request an amendment to the WisDOT SMFA. The original scope of the SMFA was only for pavement resurfacing to be incorporated into the WisDOT project, tentatively scheduled for 2027/2028. Subsequently, Common Council authorized an amendment to the SMFA to include preemption. With the City contracting directly with CDL for the preemption, the SMFA will then revert back to the originally approved language to only include the pavement resurfacing. Authorization of City staff to work with WisDOT to complete this amendment is included in the resolution.

Fiscal Impact

The WisDOT SMFA included an estimated \$500,000 for the preemption. At the time, it was unknown whether the railroad signals would require relocation as a part of the preemption. Since the execution of the SMFA, it has been determined that physical relocation is not required. The majority of the preemption work is simply to provide the infrastructure for the two signals to communicate. CDL provided a proposal estimating the cost at \$75,000, which is attached to this memo.

As noted, the expenditure itself is already authorized by the Common Council. The requested approval is for that contract to be with CDL directly and not through the SMFA with WisDOT.

Recommendation

A recommendation by the Public Works Committee is forthcoming on March 11, 2025.

Attachments:

RRP-870 WSOR Mequon Rd Pre-Emption Proposal(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4189

A Resolution Authorizing a Contract for Preemption Upgrades to the Highway-Grade Crossing on Mequon Road Required to Activate the Traffic Signals at the Intersection of Mequon Road and Weston Drive to CDL Electric Company, LLC of Pittsburg, Kansas, in the Amount of \$74,789.

RECITALS

A. The City of Mequon contracted with the Wisconsin Department of Transportation (WisDOT) through a State/Municipal Financial Agreement (SMFA) to implement the preemption required to activate the traffic signal installed at the intersection of Weston Drive and Mequon Road.

B. WisDOT subsequently contracts with CDL Electric Company, LLC for the installation of the infrastructure for the preemption.

C. The contract between WisDOT and CDL Electric Company, LLC expired prior to WisDOT fulfilling the contractual obligations for preemption. There is no timeline for contract execution, and therefore the preemption cannot be installed under the WisDOT SMFA.

D. The City of Mequon can contract directly with CDL Electric Company, LLC to install the preemption.

E. Authorization of a contract with CDL Electric Company, LLC does not impact payment for the work under the TID Escrow Agreement that was approved as part of the closure of the expenditure period.

F. The Public Works Committee recommended approval on March 11, 2025.

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

1. The contract with CDL Electric Company, LLC of Pittsburg, Kansas, 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 Director of Public Works/City Engineer is authorized and directed to execute and deliver the same.

3. Staff is authorized and directed to seek, and City Administrator is authorized and directed to execute and deliver, an amendment to the existing State/Municipal Financial

Agreement with the Wisconsin Department of Transportation to remove the provisions related to railroad preemption.

Approved by: Andrew Nerbun, Mayor

Date Approved: March 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 11, 2025.

Caroline Fochs, City Clerk



Railroad Services Division
1308 N. Walnut Street | Pittsburg, KS 66762
(620) 231-6420 | cdl-electric.com

PROPOSAL

January 28, 2025

CDL Project ID #: RCP- 870

Cole McCraw
City of Mequon

11333 N Cedarburg Rd
Mequon, WI 53092
cmcraw@cityofmequonwi.org
(262) 236-2957

Re: Mequon Rd Pre-Emption

Mr. McCraw:

CDL Electric Company, LLC (CDL) is pleased to provide the following proposal for your project in Mequon, WI at Grade Crossing DOT# (386841H)

SCOPE OF WORK:

CDL proposes to provide material, labor, and equipment to make requested upgrades at the highway-grade crossing listed above. Upgrades to be included are installation of pre-emption cable from Railroad bungalow to traffic control cabinet. The quoted price is assuming the existing pull boxes in place are accessible and crew is able to use. Additionally, new circuit plans/engineering will be provided specifically for this crossing along with associated relays, wiring, and hardware inside railroad bungalow. Once construction and wiring is completed, the crossing will be tested along with the city’s personnel for proper operation.

PROPOSAL PRICE:

We hereby propose to furnish material, labor, and equipment – complete in accordance with above specifications – for the sum of \$74,788.60, sales tax excluded. The price breakdown is as follows:

Material:	\$29,053.28
Labor:	\$39,270.00
Equipment:	\$6,465.31
<hr/>	
Total Selling Price:	\$74,788.60 USD

BILL OF MATERIALS:

<u>PROPOSED MATERIAL (ITEMS SUBJECT TO CHANGE AS REQUIRED)</u>	<u>QTY</u>	<u>U/M</u>
RELAY 500 OHM	1	EA
RELAY BASE	1	EA
SHUNT, NBS, NARROW BAND	2	EA
EQUALIZER	1	LT
ARRESTER	1	LT
HEAD BONDS	25	EA
BOOTLEG W/COUPLER	25	EA
BOND STRAND	100	FT
TRACK RETAINER CLIP	10	EA
CABLE, U.G. SIGNAL 7 COND. 14 AWG SOLID	500	FT
TC BLUE #10	500	FT
TC BLUE #14	500	FT
MISC MATERIAL, CONSUMABLES	1	LT
DISABLE BOX W/ RISER	1	EA
GRAVEL, ROCK, FILL	1	LT
RACO LOCKS	1	EA
ENGINEERING SERVICES, CIRCUIT PLANS, AS-IN SERVICE PLANS	1	EA
WIRING SHOP SUPPLIES, LABELS, RING TERMINALS, WIRE	1	EA

We appreciate your time in reviewing this proposal and look forward to a future partnership. This proposal will remain valid for ninety (90) days. To accept, please return this document with an authorized signature on the following page.

Sincerely,



Leonard Barton
Director of Estimating, Railroad Services
Leonard.barton@cdl-electric.com
(620) 687-7014

Attachment: RRP-870 WSOR Mequon Rd Pre-Emption Proposal (RESOLUTION 4189 : CDL Contract Award)

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. CDL is authorized to do the work as specified. Payment will be made as outlined.

CUSTOMER:

CONTRACTOR:

Authorized Representative Signature

Authorized Representative Signature

Printed Name and Title

Printed Name and Title

Date

Date

PO Number (if applicable)

Attachment: RRP-870 WSOR Mequon Rd Pre-Emption Proposal (RESOLUTION 4189 : CDL Contract Award)

TERMS & CONDITIONS:

CDL Electric Company, LLC (Contractor) shall complete the scope of work described in the contract documents of this project for the Customer. The contract document consists of this agreement signed by authorized representatives from each party.

Price: The proposed price is valid for ninety (90) days from the date of this proposal referenced on the first page. Beyond 90 days prices are subject to change. Proposed price is based on lump sum. Sales tax is excluded in the lump sum price unless noted otherwise.

Payments: Payment terms are net thirty (30) days from the invoice date. Materials are subject to progress billing once received by Contractor.

Labor: Crew labor will be paid per their standard pay rate with overtime when applicable including standard benefits, unless otherwise noted.

Labor price is based on crew being permitted to work unrestricted hours seven (7) days a week; restrictions on work hours may be subject to additional charges.

Labor includes crew mobilization, installation, project management, and administrative support to complete the reporting deliverables as required in the scope of work and/or contract. Requests for supplemental documentation (i.e. bill of material details, certified payroll, etc.) may be subject to additional charges billed at an hourly rate.

If traffic control for the public roadway, other than standard "Crew Working" signage is mandated by a third party, additional charges may apply.

Tests: The Customer shall bear costs of tests, inspections or approvals that are not specified as required until after this agreement is executed.

Material: Material purchase orders are issued to vendors upon approval of notice to proceed or a purchase order. All material deviations from the bill of materials listed are subject to Customer approval.

If Contractor is postponed or delayed by Customer from issuing material purchase orders for over six (6) months from execution of this Agreement and vendor item price increases exceed five percent (5%) of quoted item cost, Customer may be subject to additional charges.

When applicable, the existing automatic warning system(s) will be removed and transported to the nearest railroad yard by Contractor.

Utility relocation: Contractor will not be responsible for any costs associated with labor or material required to relocate overhead or underground utilities that may interfere with installation or proper operation at this location, unless specifically noted otherwise within the proposed scope of work.

Change Orders: The Customer may request changes to the scope of work outlined in this Agreement ("Change Orders") by submitting a written request detailing the proposed changes and any associated adjustments to the project timeline, budget, or specifications. The Contractor shall review the proposed Change Order and provide an estimate of the additional time and costs required to implement the requested changes. The Change Order must be approved in writing by both parties to be deemed valid.

The Contractor shall also be permitted to submit requested Change Orders in writing detailing the additional time and costs required. The Change Order is subject to Customer approval.

Electronic Notice: Written notice under this Agreement may be given by one party to the other by the email to the below:

*Jon Broadway, General Manager of Railroad Construction
jon.broadway@cdl-electric.com*

General Provisions: Any work or materials not specifically mentioned above are hereby excluded. No bonds, permits, fees or additional railroad insurances are included unless otherwise noted in this proposal. A copy of Contractor's certificate of insurance is available upon request. Contractor may withdraw this proposal if not accepted within ninety (90) days.

Force Majeure: In the event that either party is prevented from performing any of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, government actions, epidemics, pandemics, natural disasters, supply chain issues outside of Contractor's control, or any other similar event (hereinafter referred to as "Force Majeure Event"), then such party shall not be liable for any failure or delay in the performance of its obligations under this Agreement.

Indemnity: The Customer agrees to indemnify and hold harmless the Contractor against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the gross negligence of the Customer in relation to the services provided under this Agreement. For the purposes of this clause, "gross negligence" shall mean the reckless disregard for, or conscious indifference to, the rights, safety, or property of others.

Termination: If work is stopped for a period of fourteen (14) days through no fault of the Contractor, the Contractor may, upon seven (7) additional days' written notice to the Customer, terminate the Contract and recover from the Customer payment for the materials purchased and work executed, including reasonable overhead and profit, and costs incurred by reason of such termination.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the state and county where the job is located, without regard to its conflict of law provisions. Any disputes arising out of or relating to this Agreement shall be resolved exclusively by the courts situated in the aforementioned jurisdiction.

Guarantee: All material and labor is guaranteed to be as specified for a period of twelve (12) months from the date of delivery to the client against all defects which are directly due to defective materials, construction miscalculation and/or poor workmanship, provided such defects have not been caused by natural disasters, normal wear and tear, improper maintenance, or unauthorized alteration. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.



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Office of Engineering

TO: Public Works Committee
FROM: Dan Wellskopf, Field Coordinator
DATE: March 11, 2025
SUBJECT: RESOLUTION 4191 A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2025 Construction Season with the Following Engineering Firms: GRAEF-USA, Kapur & Associates, M-Squared, The Sigma Group, raSmith and Ruekert-Mielke, Inc.

Background

Several developments are planning for public infrastructure work during the 2025 construction season. Accordingly, there are potential overlapping construction timelines that may require inspection and review services beyond the availability of City staff. Potential projects slated for 2025 construction include: Swan Ridge Farms Addition One, Eastbrook Condos, and another phase of the Enclave at Mequon Preserve. City staff will also need to accommodate inspections for City projects. Staff capacity will be limited if multiple projects are underway. The specific construction schedules have not been determined for most of the proposed development projects.

Analysis

City staff requested six firms provide construction service rates for the 2025 construction season: GRAEF, Kapur & Associates, M-Squared, The Sigma Group, raSmith, and Ruekert-Mielke, Inc. All six firms have provided services to the City in the past and are qualified to perform inspection services. The construction service rates were used to compare the cost of inspection services between each of the six firms.

As developments request inspection or plan review services, City staff will contact the firms on a case-by-case basis for inspections, if the services cannot be provided by City staff. The consultant with the lowest rates will be contacted first when services are needed, whenever possible. If the lowest-rate consultant cannot perform the services, the consultant with the next lowest rates will be contacted until an identified firm can perform the services.

For all projects already in progress, staff will utilize the same consultant when practical.

Fiscal Impact

The development inspection and review services are a pass-through cost to developers, so there is no fiscal impact to the City. With the potential that the contracts may total more than \$25,000, staff is seeking Common Council approval.

Recommendation

A recommendation is forthcoming from the Public Works Committee on March 11, 2025.

Attachments:
2025 Consulting Engineering Services for Developments Rates (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4191

A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2025 Construction Season with the Following Engineering Firms: GRAEF-USA, Kapur & Associates, M-Squared, The Sigma Group, raSmith and Ruckert-Mielke, Inc.

RECITALS

A. Private developments in the City of Mequon are required to have construction inspections related to public infrastructure and erosion control and obtain civil and stormwater management plan approval from the City of Mequon Engineering Division.

B. There are potential overlapping construction timelines that may require inspection services beyond the availability of City staff.

C. The City of Mequon Engineering Division received construction service rates from six qualified firms.

D. Staff has reviewed the construction service rates and found all firms to be qualified to perform the inspection services.

E. The total expenditure for individual consultants may exceed \$25,000, requiring Common Council approval.

F. The fees for the inspections and reviews are billed to the developer.

G. The consultant with the lowest rates will be contacted first when services are needed. If the lowest-rate consultant cannot perform the services, the consultant with the next lowest rates will be contacted until an identified firm can perform the services. When appropriate, consistent consultants will be utilized across multiple phases of the same project.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the attached rates, as recommended by the Public Works Committee, be accepted and that the proper City officials be authorized to sign the appropriate contract documents with GRAEF, Kapur & Associates, M-Squared, The Sigma Group, raSmith and Ruckert-Mielke, Inc. after review and approval by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: March 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 11, 2025.

Caroline Fochs, City Clerk

2025 Consulting Services for Developments Rates.



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

2025 MUNICIPAL RATE SCHEDULE

Title	Description	Rate
Principal	Company Supervisor	\$220
Project Manager	Oversees project and personnel	\$190
Project Engineer III	PE and 12 years of experience or equivalent, meetings, project coordination, plan reviews	\$170
Project Engineer II	PE and 8 years of experience or equivalent, meetings, project coordination, plan reviews	\$140
Project Engineer I	PE and 4 years of experience, general engineering	\$125
Staff Engineer II	Engineer, 6 years of experience, general engineering	\$130
Staff Engineer I	Engineer, general engineering	\$115
Tech III	12 years of experience in drafting, GIS or construction inspection	\$130
Tech II	8 years of experience in drafting, GIS or construction inspection	\$115
Tech I	Drafting, GIS or construction inspection	\$95
Project Surveyor	PS & 8 years of experience or equivalent, survey start-up, research, crew scheduling, platting	\$165
Survey Crew	Field surveyor	\$155
Environmental Scientist II	8 years of experience, Erosion control, plan review, Phase I, Phase II	\$135
Environmental Scientist I	Erosion control, plan review, Phase I, Phase II	\$105
Landscape Architect	Design and plan reviews	\$140
Administrative Assistant	Office tasks	\$85



Attachment: 2025 Consulting Engineering Services for Developments Rates (RESOLUTION 4191 : 2025 Consulting Engineering Services for



collaborāte / formulāte / innovāte

The Avenue
 275 West Wisconsin Avenue, Suite 300
 Milwaukee, WI 53203
 414 / 259 1500
 414 / 259 0037 fax
 www.graef-usa.com

PROFESSIONAL SERVICES 2025 FEE SCHEDULE (effective January 1, 2025)

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 257.00
Group Manager (P8)	\$ 235.00
Senior Professional (P7)	\$ 224.00
Professional (P6)	\$ 213.00
Professional (P5)	\$ 201.00
Professional (P4)	\$ 187.00
Professional (P3)	\$ 172.00
Professional (P2)	\$ 156.00
Professional (P1)	\$ 131.00
TECHNICIAN/INSPECTOR	
Senior Technician/Inspector (T6)	\$ 174.00
Senior Technician/Inspector (T5)	\$ 160.00
Senior Technician/Inspector (T4)	\$ 150.00
Technician/Inspector (T3)	\$ 136.00
Technician/Inspector (T2)	\$ 118.00
Technician/Inspector (T1)	\$ 99.00
Survey Crew - 1 Person	\$ 185.00
Survey Crew - 2 Person	\$ 257.00
Administrative	\$ 94.00

Automobile travel will be billed at the current federal rate of 70.0 cents per mile.
 Survey vehicles will be billed at 75 cents per mile.
 LIDAR scanner will be billed at \$150/hour.
 Unmanned Aircraft System (UAS) will be billed at \$75/hour.
 Expenses such as travel and supplies will be billed at actual cost.
 Contracted services and consultants will be billed at cost plus 5 percent.

Hourly Rates.docx

Ruekert-Mielke hourly rates for inspection services. 02/17/25

Construction Review Technician 1	\$94.00
Construction Review Technician 2	\$112.00
Senior Construction Review Technician	\$128.00
Erosion Control Specialist	\$128.00
Construction Review Manager	\$162.00

raSmith Engineering

Resident Inspector	\$107
CADD Technician	\$125
Construction manager	\$170

The Sigma Group

Construction Project Leader	\$165
Senior Construction Inspector	\$115
Construction Inspector II	\$100
Construction Inspector I	\$95
Administrative Assistant	\$75



CITY OF MEQUON
2025 Construction Projects



PROJECT RATES

2025 Field Staff Hourly Rates

Entry Level Construction Inspector	\$70	-	\$85
Intermediate Level Construction Inspector	\$85	-	\$100
Journeyman Construction Inspector	\$95	-	\$115
Advanced Level Construction Inspector	\$110	-	\$125
Senior Advanced Construction Inspector	\$120	-	\$150
Department Manager/Team Leader	\$170	-	\$210

Team Rates for this Project.

Summer Intern	\$70
Cade Kufahl	\$85
Eric Weber	\$100
Brendan Weber, EIT	\$100
Randy Carlson	\$115
Robert Dreblow, P.E. (ret.)	\$125
Eric Greenfield, P.E.	\$130
John Laning, P.E.	\$192
Mileage: Current IRS Rate	\$0.70





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: Cole McCraw, Assistant City Engineer
DATE: March 11, 2025
SUBJECT: RESOLUTION 4188 A Resolution Adopting the 2025 Mequon-Thiensville Bike & Pedestrian Way Plan

Background

In 2024, the Joint Mequon-Thiensville Bike & Pedestrian Way Commission and City staff facilitated an update to the Commission's 20-year plan. The new plan is intended to be an update to the City's previous 2010 plan titled "Joint Mequon-Thiensville Bike & Pedestrian Way Commission 2010 to 2030 Recommendations."

In connection with this effort, the City was selected for grant funds through the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program, which is funding 80% of the study. The State/Municipal Financial Agreement for the project was approved by the Common Council in September 2023 as part of Resolution 4070. The City awarded GRAEF the contract for the planning study in May of 2024.

The study will assist staff and the City Council in focusing on key areas outlined in the City's Strategic Plan, such as Capital Improvements, Public Safety and Quality of Life.

The draft update of the Bike & Pedestrian Way plan came before the Committee of the Whole for discussion in December 2024. Elected officials and other stakeholders provided feedback through December and January. Comments from elected officials, staff and the Commission were logged, addressed and responded to, and the plan was subsequently updated to address the feedback that was received. This log is available from the City's Engineering Division, upon request.

In February, the Joint Mequon-Thiensville Bike & Pedestrian Way Commission voted to approve the updated version of the plan, and recommended the plan to Common Council for adoption.

A comprehensive plan is a guiding document. It is intended to inform future decision-making related to implementation, infrastructure and budgeting. While it includes specific recommendations based upon bicycle and pedestrian standards and best practices, it is intended to be implemented over time and provide guidance for user group requests and donation offers.

Analysis

GRAEF has prepared a final draft plan that is posted on the City website. It can be accessed using the links below:

Final Draft Report: <https://www.cityofmequonwi.gov/media/24566>

Final Draft Report Appendices: <https://www.cityofmequonwi.gov/media/24571>

The Mequon-Thiensville Bike & Pedestrian Plan is a joint planning effort between the City of Mequon and the Village of Thiensville to coordinate the development of pedestrian and bicycling facilities throughout the Mequon-Thiensville community. The planning is coordinated by the Joint Mequon-Thiensville Bike & Pedestrian Way Commission and provides a vision for the development and improvement of facilities over the next 20 years, with a framework for prioritization and development of facilities in the near and intermediate-term.

The report generally includes the following:

- Plan overview
- Evaluation of existing conditions
- Recommended bicycle and pedestrian network, including facility recommendations in specific locations
- Policy and program evaluation and recommendations
- Implementation guidelines
- Appendix

The comprehensive plan serves as a planning document for future replacement and improvement considerations within the City. Following adoption of the plan, the Joint Mequon-Thiensville Bike & Pedestrian Way Commission will prioritize capital projects, identify potential funding sources and make recommendations to the Common Council through the City's annual budgeting process.

Fiscal Impact

There is no immediate fiscal impact regarding acceptance of the updated plan. The plan will be used for consideration of future bike and pedestrian facility planning, which could be funded through capital budget requests, grants, or other sources.

Recommendation

The updated plan was recommended for adoption by the Joint Mequon-Thiensville Bike & Pedestrian Way Commission on February 13, 2025. A further recommendation is forthcoming from the City's Public Works Committee on March 11, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4188

A Resolution Adopting the 2025 Mequon-Thiensville Bike & Pedestrian Way Plan

A. The Joint Mequon-Thiensville Bike & Pedestrian Way Commission, working at the request of the City of Mequon Common Council, has prepared the 2025 Mequon-Thiensville Bike & Pedestrian Plan (the Plan).

B. The Plan's findings and recommendations are set forth in the 2025 Mequon Thiensville Bike & Pedestrian Plan, and will serve as the basis for determining future bike and pedestrian infrastructure improvements.

C. The Plan provides a vision for the development and improvement of bike and pedestrian facilities over the next 20 years, with a framework for prioritization and development of facilities in the immediate and medium term.

D. The Joint Mequon-Thiensville Bike & Pedestrian Way Commission approved the plan on February 13, 2025, and the Public Works Committee further recommended approval at its meeting on March 11, 2025.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the 2025 Mequon Thiensville Bike & Pedestrian Plan is hereby adopted.

Approved by: Andrew Nerbun, Mayor

Date Approved: March 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 11, 2025.

Caroline Fochs, City Clerk



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: Justin Bodoh, Building Superintendent
DATE: March 11, 2025
SUBJECT: RESOLUTION 4190 A Resolution Awarding a Contract for 2025 HVAC Preventative Maintenance & Emergency Response Services to J.F. Ahern Company, Milwaukee, Wisconsin, for a Total Estimated Cost of \$31,689

Background

The City maintains a contract with a heating, ventilation and air conditioning (HVAC) firm to address preventative maintenance across various City buildings. The existing contract has been extended to May of 2025, therefore staff sent out a Request-for-Proposals (RFP) in anticipation of the new contract cycle.

City staff requested contract pricing for air filtration systems and HVAC preventative maintenance and repair for various buildings/facilities within the City of Mequon. Per the RFP, preventative maintenance and repairs include but are not limited to: pneumatic control systems, electronic control systems, digital control systems, industrial chillers, commercial size boilers, commercial air handling units, residential furnaces, control air compressors, electric and hot water modine units, electric and gas water heaters, and vav boxes.

Analysis

The City's current HVAC preventative maintenance contract is with Dillett Mechanical, who is one of two contractors that submitted a bid for the proposed contract. The other contractor that submitted a proposal is J.F. Ahern, who has also held the contract with the City in the past. While Dillett is the apparent low bidder, based upon staff's experience with the current contract, Dillett performs a significant number of services at an hourly rate beyond the base contract price. At times, maintenance and repair require multiple service calls, increasing out-of-pocket expenses to the City. While a portion of the expense can be attributed to the City's aging HVAC systems, staff is of the opinion that a different contractor may offer a more cost-effective service.

The contract with Dillett started in May 2021 for an annual cost of \$21,220.92. However, the total services Dillett performed over the 2021-2022 contract were at the lowest point, statistically showing J.F. Ahern being more thorough with their preventative maintenance. Total invoicing for both the preventative maintenance contract and on-call services for maintenance and repair for the last six years are as follows:

AHERN	HVAC Contract	Repair/Service	Total
2018-19	\$33,336.00	\$18,759.03	\$52,095.03
2019-20	\$34,332.00	\$12,924.94	\$47,256.94

2020-21	\$34,332.00	\$29,666.55	\$63,998.55
		Average	\$54,450.17

DILLETT	HVAC Contract	Repair/Service	Total
2021-22	\$21,220.92	\$21,764.86	\$42,985.78
2022-23	\$21,592.00	\$110,573.39	\$132,165.39
2023-24	\$22,671.96	\$39,691.59	\$62,363.55
		Average	\$79,171.57

The contract resulting from the award of this RFP will commence on May 1, 2025, and extend through April 2026 with an option to extend for two, one-year terms for a total extension of twenty-four (24) months. Staff recommends that the City award a contract to J.F. Ahern.

After the first year of service, staff will report expenditures to the Public Works Committee. If there are cost savings in the contract with J.F. Ahern over those expenses previously incurred with Dillett, staff will request authorization to extend the contract with J.F. Ahern. Alternatively, if there is not a cost savings, staff will reissue an RFP to evaluate the preventative maintenance contract at that time.

Fiscal Impact

The City received two bids in response to the RFP. A summary of those bids are as follows:

- Dillett Mechanical \$30,557 (248 hours)
- J.F. Ahern \$31,689 (248 hours)

As stated previously, staff anticipates an overall cost savings in utilizing J.F. Ahern over maintaining the current contract with Dillett. The proposed contract with J.F. Ahern includes a more in-depth plan and explanation of preventative maintenance performed, as well as HVAC equipment tracking for future repairs/maintenance. This analysis will help with the Building Maintenance staff budget for repairs into the future.

Recommendation

A recommendation is forthcoming from the Public Works Committee on March 11, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4190

A Resolution Awarding a Contract for 2025 HVAC Preventative Maintenance & Emergency Response Services to J.F. Ahern Company, Milwaukee, Wisconsin, for a Total Estimated Cost of \$31,689

RECITALS

A. Staff issued a request for proposals for HVAC Preventative Maintenance and Emergency Response Services throughout City-owned buildings.

B. Staff reviewed the various proposals and contractor qualifications and found that the responses received meet the requirements of the proposal. On that basis staff has made a recommendation to the Public Works Committee.

C. The contract will be paid from the Buildings Division Contracted Services account (110326 683201).

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

1. The 2025 HVAC Preventative Maintenance & Emergency Response Services Contract is awarded to J.F. Ahern Company of Milwaukee, Wisconsin, in the estimated amount of \$31,689, 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: Andrew Nerbun, Mayor

Date Approved: March 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 11, 2025.

Caroline Fochs, City Clerk



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www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 11, 2025
SUBJECT: Public Works Work Plan (3.11.25)

Attached for the Board's review is a copy of the final work plan for 2025.

Attachments:

2025 Work Plan (3.11.25) (PDF)

**Public Works Committee
2025 Work Plan (March 11, 2025)**

Month	Agenda Topics
March	<ul style="list-style-type: none"> • Resolution: Approval of Bicycle and Pedestrian Comprehensive Plan • Resolution: HVAC Preventative Maintenance Contract • Resolution: Fee Schedule Amendment • Resolution: Contract Award for Preemption at Weston Dr/Mequon Rd • Resolution: Authorization of Inspection Contracts with Various Consultants in Excess of \$25,000
April	<ul style="list-style-type: none"> • <i>Tentative:</i> Resolution: Cracksealing Contract Award • <i>Tentative:</i> Resolution: Seal Coating Contract Award • <i>Tentative:</i> Resolution: Road Program Contract Award • <i>Tentative:</i> Resolution: M-T Trails Right-of-Way Agreement Amendment • <i>Tentative:</i> Discussion: Lake Shore Drive Road Program Public Information Approach/Schedule • <i>Tentative:</i> Discussion: WisDOT Mequon Road East Project/City Corridor Requests
October	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Enterprise Lease Annual Report
November	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Road Program Recap

Future Agenda Topics

- DPW Division Annual Report Presentations
- Drainage CIP Prioritization
- Policy language for structures (i.e. Little Free Library) within the building setback

2025 Completed Items:

<ul style="list-style-type: none"> • Focus on Fleet • 2025 Road Program Overview • Resolution: City Facilities Cleaning Contract • Focus on Facilities 	
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Attachment: 2025 Work Plan (3.11.25) (10153 : Public Works Work Plan (3.11.25))