



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
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www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, March 14, 2023

6:00 PM

South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. Public Works Committee - Regular Meeting - Feb 14, 2023 6:00 PM

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4030** A Resolution Approving a Contract for Baseball Field Management Services During the 2023-2026 Seasons with SMB Landscape Contractors, Thiensville, Wisconsin, at an Annual Estimated Cost of \$42,135
- b. **RESOLUTION 4027** A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2023, Related to Athletic Field Fees, Pool Fees and Sewer Utility User Charges
- c. **RESOLUTION 4026** A Resolution Approving State/Municipal Agreement(s) for a State-Let Highway Project with the Wisconsin Department of Transportation for Sidewalk Installation on Mequon Road West of Wauwatosa Road to Swan Road and/or for Sidewalk Replacement from Wauwatosa Road East to Buntrock Avenue
- d. **RESOLUTION 4029** A Resolution Awarding the 2023 Crack Sealing Contract to Fahrner Asphalt Sealers, Waunakee, Wisconsin in an Amount Not-to-Exceed \$292,000
- e. **RESOLUTION 4028** A Resolution Approving Award of the 2023 Road Improvements Contract to Payne & Dolan, of Jackson, Wisconsin, in the Amount of \$1,933,000, and Authorizing Execution of a Memorandum of Understanding with the Village of Thiensville for Reimbursement

4) Discussion Items

Discussion and Possible Action

- a. Fiesta Lane Drainage Study
- b. 2023 Work Plan (3.14.23)

5) Adjourn

Dated: March 14, 2023

/s/ Jeffrey Hansher, 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 14, 2023

6:00 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Jeffrey Hansher
 Alderman William Gebhardt
 Alderman Dale Mayr

Also present: City Attorney Brian Sajdak (6:00-6:07PM), Alderman Brian Parrish (6:02-6:12PM), Director of Public Works/City Engineer Kristen Lundeen, Assistant City Engineer Cole McCraw, Deputy Director of Public Works Tim Weyker, Engineering Technician Jeremy Dandy, Budlings Superintendents Justin Bodoh and Administrative Assistant Schlereth.

2) Approval of Minutes

a. December 13, 2022 Minutes

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Mayr

AYES:	Hansher, Gebhardt, Mayr
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3) Discussion and Possible Action

a. **RESOLUTION 4018** A Resolution Rejecting a Bid for the City Hall Roof Replacement Project from Noffke Roofing of Mequon, Wisconsin, Due to a Bidder's Error

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Hansher

Minutes Acceptance: Minutes of Feb 14, 2023 6:00 PM (Approval of Minutes)

AYES: Hansher, Gebhardt, Mayr

- b. **RESOLUTION 4019** A Resolution Awarding the 2023 City Hall Roof Replacement Contract to Alois Roofing and Sheet Metal, of West Allis, Wisconsin, in an Amount Not-to-Exceed \$335,995

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Hansher

AYES: Hansher, Gebhardt, Mayr

- c. **RESOLUTION 4020** A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2023 Construction Season with the Following Engineering Firms: GRAEF, Kapur & Associates, R.A. Smith, Ruekert-Mielke and SEH

Staff clarified each vendor has an excess of \$25,000 that will be paid by the developer.

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Hansher

AYES: Hansher, Gebhardt, Mayr

- d. **RESOLUTION 4016** A Resolution Amending the Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way, to Reference the City's Standard Specifications for Land Development

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Hansher

AYES: Hansher, Gebhardt, Mayr

- e. 2023 Road Program Items Overview

- f. 2022 Road Improvements Contract Summary

- g. 2023 Road Maintenance - Funding

- h. **RESOLUTION 4017** A Resolution Authorizing Installation of Widened Paved Shoulders Along Highland Road from Wauwatosa Road to the Railroad Crossing West of Cedarburg Road

A discussion ensued considering cost and safety of the Highland Road widening. Clarification was made that the project is part of the Joint Mequon - Thiensville Bike and Pedestrian Way 20-year plan.

Staff advised that the decision would be to either widen the road to accommodate a larger

Minutes Acceptance: Minutes of Feb 14, 2023 6:00 PM (Approval of Minutes)

shoulder for bike travel or construct an off-road path, not both. It was also noted the if the Commission decided to widen the road, it would not be done as part of this year's road program due to additional engineering needed for this project.

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Mayr

AYES: Hansher, Gebhardt, Mayr

i. 2023 Annual Road Program

j. 2023 Work Plan (2.14.23)

4) Adjourn

a. Motion to Adjourn at 6:26 PM

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Gebhardt

AYES: Hansher, Gebhardt, Mayr

Respectfully Submitted,

Karen Schlereth
Administrative Secretary

Minutes Acceptance: Minutes of Feb 14, 2023 6:00 PM (Approval of Minutes)



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Office of Public Works

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 14, 2023
SUBJECT: RESOLUTION 4030 A Resolution Approving a Contract for Baseball Field Management Services During the 2023-2026 Seasons with SMB Landscape Contractors, Thiensville, Wisconsin, at an Annual Estimated Cost of \$42,135

Background

In 2021, at the request of several groups utilizing the City of Mequon's athletic fields, the City hired a field management contractor. In the beginning, user groups simply utilized the fields through a rental agreement. Fields were maintained by City Parks Division staff. Over time, some levels of play required additional field maintenance that the City did not provide for public fields. This type of maintenance includes pitching mound construction and maintenance, baselining, infield raking, and turf repair, among others. More specifically, this additional maintenance had been more exclusive at Rennie Field behind City Hall and at Schmit Field in Rotary Park.

As these services are not required for basic, public park use, the user groups provided these services themselves, with permission from the City. At first, user groups utilized volunteers, but eventually some maintenance evolved into contracted services. Rennie Field previously had an entire board that oversaw field maintenance.

With more user groups and higher demand for fields, City staff worked with the user groups to determine if there was a better mechanism to provide field management and maintenance for each of the City's ballfields. Park staffing levels are insufficient to provide the dedicated field maintenance services required by the various user groups. Some of the user groups are subject to field regulations established by a parent organization or association, as is the case with Homestead Baseball and the Wisconsin Interscholastic Athletic Association (WIAA).

During the 2021 inaugural season, field management and maintenance was provided only at Rennie and Schmit Fields and costs were passed through to the user groups via a Memorandum of Understanding (MOU). In 2022, the contract was expanded to include all (10) ballfields within the City's parks. Effective in 2022, the fee schedule included the field management and maintenance contract fees within the athletic field use fees, to ensure an equitable distribution of the contract's costs.

Staff is recommending this year's contract award to SMB Landscape Contractors, LLC. SMB Landscape Contractors, LLC was initially the only responding party to the request for quotes, and held the contract for both the 2021 and 2022 seasons. If approved, City staff is authorized by resolution to extend the contract in future years, provided that annual increases are less than

5%.

If at any time the user groups opt-out of the field management and maintenance contract, the contract would be terminated.

Analysis

In 2022, City staff issued a request for proposals (RFP) to solicit quotes from contractors to perform field management and maintenance services. One local contractor responded to the RFQ, and the contractor had previously completed field maintenance at City fields in 2021. Staff is recommending approval of the contract with reimbursement from the applicable user groups.

Previously, fees for user groups were administered through a Sports/Park Field Use Application Form. City staff created a supplemental form to administer an equitable distribution of the contracted services fee. As transitioning to contracted field management services appears to be the new normal, a subsequent resolution recommends an amendment to the fee schedule for the correlating fees. The fee distribution will be based upon the distribution of field use and the direct maintenance cost per field.

The user groups impacted by this proposal have requested this process and agree with the proposal. With the consolidation of costs spread to all the user groups to ensure equity, a cost savings of maintenance fees may be realized as a result to users that were previously being burdened with all the field expenses. In 2022, the user group at Lemke Park opted out of the field maintenance services, so those fields were not included in the recommended award. In 2023, the user group is requesting to be included in the contract, therefore both the contract award and corresponding fee schedule amendment represent inclusion of that request.

In 2022, the contractor provided an option for a second-year contract renewal. At the time, staff opted out of the option to avoid obligating the user groups beyond the 2022 season. As indicated, the user groups are in favor of continuing field maintenance services in 2023. As such, staff is requesting the option to continue to renew the contract with SMB Landscape Contractors, LLC, for a total of 4 more years, before issuing a renewed request for quotes. The approval would be subject to a limit of a 5% contract increase between seasons. As noted, if the user groups opt out of the field management and maintenance contract, the contract would not be renewed, and the fees would be reduced accordingly.

Fiscal Impact

The 2023 budget included an allocation for contracted field management and maintenance, as well as corresponding revenue equal to the cost of the contract.

SMB Landscape Contractors, LLC submitted a quote for \$42,135 for the season, which is approximately a 1.5% increase over the 2022 season. City staff will utilize the user group schedules to allocate the cost of the contract across all user groups through a supplemental rental agreement. If the user groups do not agree with the supplemental fees, City staff will not execute the contract for those fields.

The fees are included in a corresponding fee schedule amendment at an equitable share of the cost of the contract, based on each user groups' percentage of field use. The ultimate fiscal impact will be net neutral to the City, as it is administered as a pass-through cost. If future user groups do not require this service, the City will not pursue a contract. In that case, neither the expense nor the revenue will impact the City's overall budget.

Recommendation

A recommendation is forthcoming from the Public Works Committee on March 14, 2023.

Attachments:

Quote from SMB Landscape Contractors LLC (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4030

A Resolution Approving a Contract for Baseball Field Management Services During the 2023-2026 Seasons with SMB Landscape Contractors, Thiensville, Wisconsin, at an Annual Estimated Cost of \$42,135

RECITALS

A. The City has rental agreements with user groups to allow for baseball/softball to be played at all four of Mequon's Community Parks, (Community Park, River Barn Park, Lemke Park and Rotary Park) during their spring, summer, and fall seasons.

B. The City currently mows, prepares the fields once weekly, applies herbicide, fertilizes, aerates, services lights, irrigation, and scoreboards, organizes field calendars, and provides all field materials for all ten fields located at the Community Parks.

C. The user groups are subject to field maintenance requirements administered through outside regulatory bodies.

D. City field maintenance does not meet the regulatory field maintenance requirements and current staffing levels do not allow the City to provide additional field maintenance.

E. At the request of the user groups, the City issued a request for quotes to include the services of a Maintenance and Field Manager for Rennie Field, three fields at River Barn Park, two fields at Lemke Park, and four fields at Rotary Park.

F. The City will administer the contract terms for Maintenance and Field Manager for any of the ten fields, and impacted users will be responsible for the full contract fee. Fee administration will be addressed through a supplemental form on the existing rental agreement with an amendment made to the fee schedule to represent actual costs.

G. The contract will be paid from the Parks Contracted Services - Maintenance account (110474 683202) with fees collected from the user groups deposited into the Fees - Park Reservations account (110000 448201), with no net impact on the City budget.

H. The Public Works Committee recommended approval of the contract award to SMB Landscape Contractors, LLC in the amount of \$42,135 and subsequent agreements with the user groups and amendment to the fee schedule to cover the contract cost.

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

1. The Field Maintenance contract with SMB Landscape Contractors, LLC of

Thiensville, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The contract is renewable through the 2026 season, limited to a maximum 5% annual increase.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: March 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 14, 2023.

Caroline Fochs, City Clerk

Estimate

Name/Address

City of Mequon
 Attn: Mike Gies
 11333 N Cedarburg Rd
 Mequon, WI 53092

SMB Landscape Contractors, LLC
 PO Box 553
 Thiensville, WI 53092

Date	Estimate No.	Project
03/14/22	1422	

Item	Description	Quantity	Cost	Total
	Baseball/Softball Daily Field Maintenance- ****2023**** Pre-Season preparations to include edging fields, packing bases, mound and batters boxes and nail dragging and grooming. General clean up of all locations listed below. Any additional work billed separately to user from Mequon. Cost will be determined by project/additional maintenance. Will work with local municipalities for material. Maintenance on Saturday and Sundays will have an additional charge. Dragging Fields Monday-Friday Rennicke (1)(M-F) Schmit (1)(M-F) Riverbarn Park (3) (M-F) Rotary Park (3) (M-F) Lemke (2) (M-F) The terms of this contract shall be binding on the parties hereto, their heirs, executors, administrators, representatives, successors, and assigns.			
Thank you for allowing us to quote this project. We look forward to working with you.			Total	

Attachment: Quote from SMB Landscape Contractors LLC (RESOLUTION 4030 : Park Field Manager Position/Rental Agreement)

Estimate

Name/Address

City of Mequon
 Attn: Mike Gies
 11333 N Cedarburg Rd
 Mequon, WI 53092

SMB Landscape Contractors, LLC

PO Box 553
 Thiensville, WI 53092

Date	Estimate No.	Project
03/14/22	1422	

Item	Description	Quantity	Cost	Total
	This contract can be changed on by and agreement in writing signed by each party. The Owner/General Contractor and Contractor have signed this contract as of the day below. Steven (Mark) Behnke - SMB 3/14/2022			
Project	Rennicke (M-F)	1	9,340.00	9,340.0
Project	Schmit (M-F)	1	6,395.00	6,395.0
Project	Rotary South	1	3,300.00	3,300.0
Project	Rotary North (MATC)	1	3,300.00	3,300.0
Project	Rotary North West	1	3,300.00	3,300.0
Project	River Barn 1	1	3,300.00	3,300.0
Project	River Barn 2	1	3,300.00	3,300.0
Project	River Barn 3	1	3,300.00	3,300.0
Project	Lemke 1	1	3,300.00	3,300.0
Project	Lemke 2	1	3,300.00	3,300.0
	Out-of-state sale, exempt from sales tax		0.00%	0.0
Thank you for allowing us to quote this project. We look forward to working with you.			Total	\$42,135.0

Attachment: Quote from SMB Landscape Contractors LLC (RESOLUTION 4030 : Park Field Manager Position/Rental Agreement)



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Office of Public Works

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 14, 2023
SUBJECT: RESOLUTION 4027 A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2023, Related to Athletic Field Fees, Pool Fees and Sewer Utility User Charges

Background

The proposed amendments to the City's current fee schedule include the addition of options for discount entry at the Mequon Community Pool and an update to the athletic field use fees based upon the 2023 field management contract and the total number of uses during 2022. Those fees, in addition to updating the sanitary user rates per the FY2023 budget, are summarized below and recommended for approval. 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:

Pool

Members of the Public Welfare Committee requested consideration of senior (age 65+) fees at the pool. The attached amendment proposes the introduction of both daily and seasonal pass fees for seniors, in all categories of purchase.

Members also requested inclusion of a daily fee for a nanny pass. In the past, nanny fees were only purchased as an add-on to a seasonal pass. The attachment amendment includes a daily nanny fee.

Super Pass fees, the additional optional add-on for seasonal passes, have not increased since the initial establishment. In the off season of 2022-23, representatives of the Super Pass pools gathered and agreed that the current cost structure is not sustainable. Therefore, the fee amendment as agreed to by the participating pools is included in the fee amendment.

New for 2023, the City of Mequon is offering lifeguard certification. This class and certification were previously provided by the Mequon-Thiensville Recreation Department, but administered by the lead pool manager of the Mequon Community Pool. The Recreation Department has opted not to offer the class in 2023. The City will provide the same course and certification and offer partial reimbursement to lifeguards that work at the Mequon Community Pool. The intent is to incentivize both lifeguard participation, employment at the Mequon Community Pool and provide reassurance that the lead pool manager has assessed the lifeguard prior to employment.

Both the certification fee and reimbursement amount are included in the fee schedule amendment.

In 2022, Staff identified a potential revenue source by allowing for pool rentals outside of public pool hours. The proposed fee covers the cost of the required pool staff and pool operations for a 2-hour rental, and varies by the number of people in attendance, which triggers additional staffing requirements. Due to an increase in lifeguard wages for the 2023 season, the fee amendment is adjusted to cover the staff wages associated with the pool rental.

Parks

In 2022, the Parks Division administered a field 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 2023 proposed fee amendment follows that same calculation. Please note that in 2022, the user groups opted out of the field maintenance contract at Lemke Park but requested that it be reintroduced in 2023.

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.

Sewer Utility

Annual adoption of the Sewer Budget includes the following standard language in the resolution, "The Sewer Utility District Commission...reviewed a schedule of sewer user fee rates for YEAR necessary to support the sewer budget and has recommended approval of such." The fee schedule amendment updates the user rates based upon the approved budget for 2023.

Fiscal Impact

Additional, discounted rates at the pool could reduce forecasted revenue, but attendance may increase with this option. Staff continues to evaluate revenue options at the pool, and if the discounted rates result in a significant impact, the fee schedule for 2024 will be updated accordingly.

The Mequon Community Pool is not the largest benefactor of the Super Pass option, but City staff supports offering the option as a service to its residents.

The Parks Fees are net neutral.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on March 14, 2023.

Attachments:

City of Mequon Fee Schedule Amendment - March 2023 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4027

A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2023,
Related to Athletic Field Fees, Pool Fees and Sewer Utility User Charges

RECITALS

A. The City established a fee schedule to memorialize the fees across various City services.

B. City staff 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 establishment of fees for senior discounts at the Mequon Community Pool as well as other services at the aquatic facility and adjustment of fees for the field management services at various athletic fields throughout the City of Mequon Park System.

D. City staff has reviewed the schedule and recommends the attached amendments to the fee schedule for implementation on March 15, 2023.

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 15, 2023, until further amended.

Approved by: Andrew Nerbun, Mayor

Date Approved: March 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 14, 2023.

Caroline Fochs, City Clerk



APPROVED FEE SCHEDULE

(Proposed 3/14/23)

FEE DESCRIPTION		FEE AMOUNT
PARKS		
Athletic Field Use (2 Hours)*		
	River Barn Field 1 Per Use	\$47.00 <u>\$58.00</u>
	River Barn Field 2 Per Use	\$43.00 <u>\$64.50</u>
	River Barn Field 3 Per Use	\$43.00 <u>\$56.00</u>
	Rotary Schmit Per Use	\$72.00 <u>\$76.00</u>
	Rotary South Per Use	\$42.00 <u>\$53.50</u>
	Rotary Central Per Use – With Field Maintenance (In Season)	\$55.00 <u>\$89.00</u>
	Rotary North West	\$40.00 <u>\$59.00</u>
	Rennicke Per Use	\$143.00 <u>\$147.50</u>
	Lemke Orange Per Use	\$10.00 <u>\$55.00</u>
	Lemke Blue Per Use	\$10.00 <u>\$62.00</u>
<i>*Plus applicable taxes for non-exempt groups</i>		

Attachment: City of Mequon Fee Schedule Amendment - March 2023 (RESOLUTION 4027 : Fee Schedule Amendment)

FEE DESCRIPTION			FEE AMOUNT
POOL			
Daily Swimming Pool			
	Resident - Senior (65 & Older)		<u>\$3.00</u>
	Thiensville - Senior (65 & Older)		<u>\$4.00</u>
	Non Resident - Senior (65 & Older)		<u>\$6.00</u>
	Nanny		<u>\$3.00</u>
Seasonal Swimming Pool			
	Resident - Senior (65 & Older)		<u>\$50.00</u>
	Thiensville - Senior (65 & Older)		<u>\$55.00</u>
	Non Resident - Senior (65 & Older)		<u>\$100.00</u>
Super Pass			
	Resident - Family		\$30.00 <u>\$40.00</u>
	Resident – Individual		<u>\$25.00</u>
	Thiensville - Family		\$40.00 <u>\$50.00</u>
	Thiensville - Individual		<u>\$30.00</u>
	Non Resident - Family		\$45.00 <u>\$55.00</u>
	Non Resident - Individual		<u>\$35.00</u>
<u>Lifeguard Certification</u>			<u>\$250.00</u>
<u>Mequon Lifeguard Certification Reimbursement</u>			<u>\$125.00</u>
Pool Rental Fee			
Number of Attendees	Mequon Resident	Thiensville Resident	Non-Mequon/Thiensville Resident
1-50 attendees (2 hours)	\$210.00 <u>\$250.00</u>	\$230.00 <u>\$275.00</u>	\$310.00 <u>\$300.00</u>
51-99 attendees (2 hours)	\$260.00 <u>\$300.00</u>	\$280.00 <u>\$325.00</u>	\$385.00 <u>\$400.00</u>
100+ attendees (2 hours)	\$310.00 <u>\$350.00</u>	\$330.00 <u>\$375.00</u>	\$460.00 <u>\$500.00</u>

FEE DESCRIPTION		FEE AMOUNT
Sewer Utility		
Residential User Charge (Quarterly)		\$74.00 <u>\$78.00</u>
Non-Residential User Charge Rate		\$6.844 <u>\$7.85</u> /1,000gal



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 14, 2023
SUBJECT: RESOLUTION 4026 A Resolution Approving State/Municipal Agreement(s) for a State-Let Highway Project with the Wisconsin Department of Transportation for Sidewalk Installation on Mequon Road West of Wauwatosa Road to Swan Road and/or for Sidewalk Replacement from Wauwatosa Road East to Buntrock Avenue

Background

At the September 2022 Committee of the Whole (COTW) meeting, the COTW voted in favor of the Wisconsin Department of Transportation (WisDOT) installing sidewalk on the north side of Mequon Road between Swan Road and Wauwatosa Road, based upon a 90% (City) / 10% (WisDOT) cost share. Staff indicated that WisDOT would memorialize the cost and terms in State/Municipal Agreements (SMAs). This agenda item contemplates execution of the State/Municipal Maintenance Agreement (SMMA) and State/Municipal Financial Agreement (SMFA) for the sidewalk.

Attached to this memo and resolution are two SMFAs and one SMMA. Per City staff's request, WisDOT provided two SMFAs which reflect sidewalk installation options. The documents and their intent are as follows:

- Exhibit A: SMFA for the new sidewalk installation on the north side of Mequon Road (shaded green in Exhibit D).
This sidewalk would be installed at 90% (City) / 10% (WisDOT) cost; the City's obligation is estimated to be \$179,600, billed at actual cost.
- Exhibit B: SMFA for sidewalk replacement between Wauwatosa Road and Buntrock Avenue.
This existing sidewalk requires maintenance and/or reconstruction in the coming years. As the WisDOT project is tentatively scheduled for 2025, City staff evaluated the sidewalk and requested pricing on both primary sidewalk replacement (shaded orange in Exhibit D) and which is estimated at \$297,995 billed at actual cost and on secondary sidewalk replacement (shaded blue in Exhibit D) which is estimated to be \$102,505 billed at actual cost, for a total potential replacement cost of \$405,000. These sidewalk replacement projects would be completed at 100% of the City's cost.
- Exhibit C: SMMA for any portion of the approved sidewalks.

In addition to the agreements, WisDOT also provided the following documents:

- Exhibit D: WisDOT memo summarizing the data and costs for each of the sidewalk options.
Per WisDOT staff: The memo outlines bid items only and did not include delivery. The SMFA includes the delivery amounts that would be the City's responsibility, so the SMFA dollars are higher than the memo.
- Exhibit E: WisDOT display map showing the sidewalk sections associated with each cost breakdown
The green line represents a new sidewalk proposed for installation, the orange line represents the primary locations for sidewalk replacement and the blue line represents secondary locations for sidewalk replacement.

Analysis

State/Municipal Financial Agreement (SMFA)

As referenced, the COTW previously approved the conceptual installation of sidewalk on the north side of Mequon Road between Swan Road and Wauwatosa Road. As WisDOT transitions from 60% plans to 90% plans, they are requesting a commitment from the City for the financial responsibility of the 90% City cost share (\$179,600).

Initially installed through a WisDOT project in 1990, the sidewalk on both sides of Mequon Road between Wauwatosa Road and Buntrock Avenue will require replacement. The primary designation refers to the sidewalk in the worst condition, as assessed by Department of Public Works staff. The secondary designation is sidewalk that is in slightly better condition, but that could benefit from replacement if cost efficient. Even if the City opts not to financially commit to the replacement as a part of this WisDOT project, it is still obligated to replace the sidewalk. There is the potential that sidewalk shaving, and limited patching could extend the timeframe for replacement beyond the 2025 schedule. At the time of replacement, the City would be responsible for bidding and replacing the sidewalk absent WisDOT participation. Please note that staff reviewed the unit pricing, which is consistent with recently bid projects.

State/Municipal Maintenance Agreement (SMMA) Sidewalk

The SMMA for the sidewalk installed as a part of the project obligates the City of Mequon to maintain the sidewalk installed as a part of the project. WisDOT does not maintain sidewalks and assigns maintenance responsibility to the local jurisdiction.

Under the SMMA, the City of Mequon would accept responsibility for snow removal and maintenance, up to and including replacement when required. While the sidewalk provides pedestrian and bicycle connectivity, it will impact snow removal operations for the City. Snow removal will impact the City's response time to meet current equipment, personnel and operational capabilities, or require increasing equipment and/or personnel to meet the needs of the additional infrastructure.

In addition, the City will accept responsibility for maintenance and repair of the sidewalk. The City's operation and maintenance budgets include limited funding for sidewalk shaving (the process of grinding down the trip hazards typically created by the freeze/thaw cycle), mud jacking (the process of lifting sections of sidewalk that have settled) and replacement. The addition of the sidewalk will require adequate funding to maintain it in the long term.

Alternatively, if the City decides not to enter into the SMFA with WisDOT, the sidewalk would be removed from the project and not installed as a result and no SMMA would be required.

Fiscal Impact

The SMFAs have the following fiscal impacts:

- Exhibit A: New sidewalk (as previously approved): \$179,600
- Exhibit B: Primary sidewalk replacement: \$297,995; and/or secondary sidewalk replacement: \$102,505

If the City decides to complete both the sidewalk installation and replacement, the total fiscal impact is \$579,600.

The new sidewalk is proposed with a 90% (City) / 10% (WisDOT) cost share due to the warrants for pedestrian and bicycle facilities within the corridor. Sidewalk replacement is the fiscal responsibility of the local jurisdiction; therefore, it requires that the City pay 100% of the costs.

Any financial commitment would be funded through the City's right-of-way asset management capital account.

As indicated, the SMMA for sidewalks will increase operation and maintenance costs for the Department of Public Works. The level of service will be adjusted to meet current financial constraints, or additional funding will be required to cover the additional demand for equipment and personnel as a result of the sidewalk installation.

Recommendation

As written, the resolution authorizes execution of the expenditures included within the SMFA in Exhibit B, which includes both sidewalk installation on the north side of Mequon Road between Swan Road and Wauwatosa Road and replacement of both the primary and secondary sidewalk sections. If the Common Council determines that it will commit to both sidewalk installation and replacement, it should vote to approve the resolution.

If the Common Council determines that it will not financially contribute to the sidewalk on the project, it should vote to deny the resolution.

Alternatively, the Common Council may also consider amending the resolution for any of the following:

- To eliminate the new sidewalk installation, it should amend the resolution to strike Recital B.
- To eliminate the primary sidewalk replacement, it should amend the resolution to strike Recital C.
- To eliminate the secondary sidewalk replacement, it should amend the resolution to strike Recital D.

If the Common Council votes to amend the resolution to strike both Recitals C and D to eliminate sidewalk replacement for the project, the authorized SMFA will be that as included in Exhibit A.

A recommendation is forthcoming from the Public Works Committee on March 14, 2023.

Attachments:

Exhibit A: SMFA - New Sidewalk (PDF)

Exhibit B: SMFA New and Replacement Sidewalk (PDF)

Exhibit C: SMMA (PDF)

Exhibit D: WisDOT Memo (PDF)

Exhibit E: WisDOT Display Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4026

A Resolution Approving State/Municipal Agreement(s) for a State-Let Highway Project with the Wisconsin Department of Transportation for Sidewalk Installation on Mequon Road West of Wauwatosa Road to Swan Road and/or for Sidewalk Replacement from Wauwatosa Road East to Buntrock Avenue

RECITALS

A. The Wisconsin Department of Transportation (WisDOT) is planning to rehabilitate Mequon Road from the county line at Wasaukee Road to Buntrock Avenue.

B. WisDOT will include the installation of new sidewalk on the north side of Mequon Road from Swan Road to Wauwatosa Road at an estimated financial obligation of \$179,600.

C. WisDOT will include the replacement of primary sidewalk on both sides of Mequon Road from Wauwatosa Road to Buntrock Avenue at an estimated financial obligation of \$297,995.

D. WisDOT will include the replacement of secondary sidewalk on both sides of Mequon Road from Wauwatosa Road to Buntrock Avenue at an estimated financial obligation of \$102,505.

E. All approved expenditures will be funded by the City's Right-of-Way Asset Management Capital Account.

F. WisDOT is requesting approval of an agreement obligating the City to the long-term maintenance of the sidewalk, including snow removal and maintenance and repair of the concrete.

G. The Public Works Committee approved entering into State/Municipal Agreements for sidewalks installed as a part of the project at its meeting on March 14, 2023.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Mequon Municipal Water Utility Commission and Common Council of the City of Mequon, Wisconsin that:

1. Staff is authorized to enter into the attached State/Municipal Maintenance Agreement for sidewalk maintenance subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Staff is authorized to enter into the attached State/Municipal Funding Agreement(s) for sidewalk, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

3. The Director of Public Works/City Engineer, Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: March 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 14, 2023.

Caroline Fochs, City Clerk



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: February 13, 2023
 I.D.:1380-02-00/21/70
 Road Name: STH 167
 Title: MEQUON ROAD, CITY OF MEQUON
 Limits: WASHINGTON CO LINE TO BUNTROCK AVE
 County: Ozaukee
 Roadway Length: 3.74 miles

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Items to be 100% locally funded could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, decorative elements.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 760,000	\$ 760,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 45,000	\$ 45,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating new sidewalk	\$ 3,556,000 \$ 194,000	\$ 3,556,000 \$ 19,400	100% 10%	\$ - \$ 174,600	0% 90%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 4,560,000	\$ 4,380,400		\$ 179,600	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement. and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SERegion Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the

time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
- (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for new sidewalk, 10% State 90% Municipality. The Municipality agrees to maintain the multi-use path.
 - (f) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: February 13, 2023
 I.D.:1380-02-00/21/70
 Road Name: STH 167
 Title: MEQUON ROAD, CITY OF MEQUON
 Limits: WASHINGTON CO LINE TO BUNTROCK AVE
 County: Ozaukee
 Roadway Length: 3.74 miles

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Items to be 100% locally funded could include, but may not be limited to, replacement sidewalk, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, decorative elements.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 760,000	\$ 760,000	100%	\$ -	0%
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Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating new sidewalk	\$ 3,556,000 \$ 194,000	\$ 3,556,000 \$ 19,400	100% 10%	\$ - \$ 174,600	0% 90%
Non-Participating	\$ 405,000	\$ -	0%	\$ 405,000	100%
Total Cost Distribution	\$ 4,960,000	\$ 4,380,400		\$ 579,600	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement. and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SERegion Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the

time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
- (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for new sidewalk, 10% State 90% Municipality. The Municipality agrees to maintain the multi-use path.
 - (f) Funding for non-participating items including replacement sidewalk 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

	STATE/MUNICIPAL MAINTENANCE AGREEMENT	Date: February 13, 2023 ID: 1380-02-70 Road Name: STH 167 (Mequon Rd) Limits: Washington County Line to Buntrock Avenue County: Ozaukee
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The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 1380-20-70

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 1380-02-70. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of Mequon (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections: STH 167/181, STH 167/Wasaukee Rd and STH 167/Granville
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Retaining walls along the State Trunk Highway, R45-042 near station 314+000 LT, wall at 320+00 RT, wall at 328+00 RT, and wall at 363+00 RT.
 - (d) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands, refer to attachment A.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if

completed as part of this project.

(i) Maintain and accept responsibility for the following as applicable to this agreement:

1. Curb & gutter: surface repair
2. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
3. Landscaping: removal and replacement of dead plant material, pruning, watering.
4. Other, Utilities: Water and Sanitary.

4. The Municipality, within the specified limits, agrees to:

(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 1380-02-70, the Municipality will assume all afore mentioned maintenance responsibilities.



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

memo

Date: 1/27/2023

To: Gary Metzger, P.E., WisDOT

CC: Files

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

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

Hi Gary,

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

Green: New sidewalk to be added (previously approved)

Limits:

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

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

City Portion: \$163,170

Orange: Primary sidewalk replacement areas (per staff recommendation)

Limits:

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

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

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

Blue: Secondary sidewalk replacement areas (per staff recommendation)

Limits:

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

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

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

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

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

Option 1 – Green

Total City cost: \$163,170

Option 2 – Green + Orange

Total City cost: \$441,670

Option 3 – Green + Orange + Blue

Total City cost: \$537,470

STH 167 City of Mequon Sidewalk Cost Summary

2

2

STH 167/Mequon Road City of Mequon Sidewalk Limits



Legend

New/Added Sidewalk (previously approved)

Primary Sidewalk Replacement Areas (per staff recommendation)

Secondary Sidewalk Replacement Areas (per staff recommendation)

PROJECT NO: 1380-02-70 HWY: STH 167 COUNTY: OZAUXEE

Washington County Line to Buntrock Avenue
Ozaukee County

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

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

Attachment: Exhibit D: WisDOT Memo (RESOLUTION 4026 : Mequon Road Sidewalk SMA)

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

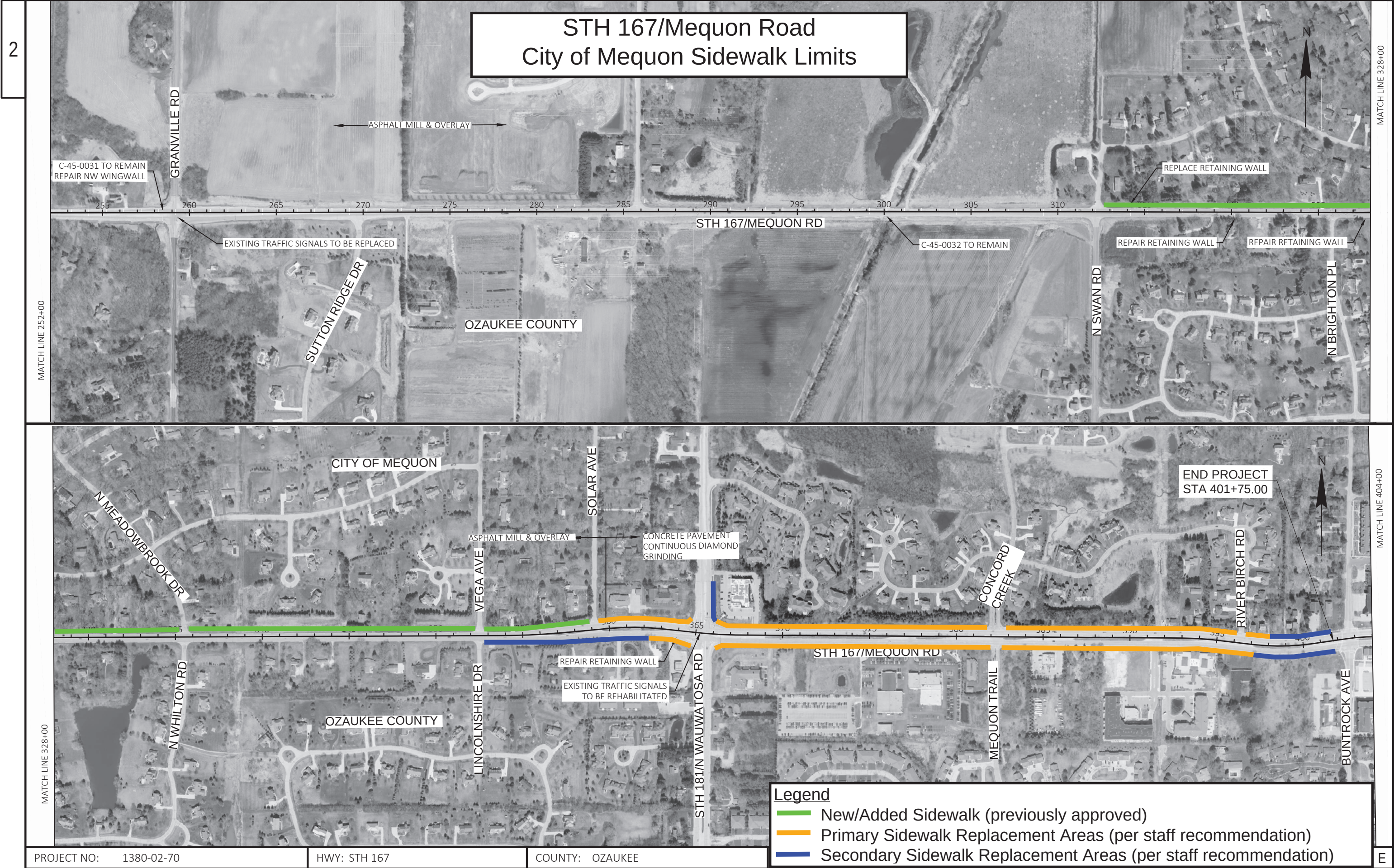
Sidewalk Replacement Construction Cost Estimate, Lincolnshire Drive to Buntrock Avenue
December 12, 2022

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

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

Notes:

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





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

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Office of Engineering

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: March 14, 2023
SUBJECT: RESOLUTION 4029 A Resolution Awarding the 2023 Crack Sealing
Contract to Fahrner Asphalt Sealers, Waunakee, Wisconsin in an Amount
Not-to-Exceed \$292,000

Background

At its February meeting, the Public Works Committee authorized staff to advertise the 2023 Annual Road Program. For the Crack Seal contract base bid, staff advertised 31.8 miles of Crack Sealing at an estimated cost of \$301,000.

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

Analysis

A bid opening was conducted on March 7, 2023, and staff received two bids. The low base bid was \$200,028. The low bid is approximately 50% less than the original estimate. Staff also included a list of Additive Items which included approximately 6.7 miles of road that could be considered based on bid prices.

Staff recommends awarding the 31.8 miles of base bid streets along with the 6.7 miles of additive bid streets to Fahrner Asphalt Sealers of Waunakee.

The average, increased cost per mile for the additive items being recommended for award is due to the size of the roads, the amount of crack sealing required, and the increased amount of traffic control needed to complete the work safely.

	Fahrner Asphalt Sealers	Thunder Road, LLC
Base Bid	\$ 200,028.00	\$ 216,630.00
Additive Bid	\$ 65,580.00	\$ 97,530.00
Total	\$ 265,608.00	\$ 314,160.00

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$292,000, which includes a contingency of approximately 10% for additionally authorized efforts. The contingency is intended for additional work that may be needed following this year's spring thaw.

Work on this contract can start as soon as the contract is fully executed. The completion date for

this work is July 28, 2023. The bid opening sheet is attached.

Fiscal Impact

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

At the February 14 Public Works Committee meeting, staff was authorized to exceed the maintenance amount of \$350,000. Based on the list of roads recommended for Crack Seal and GSB-88 maintenance the estimated amount to be utilized from the Right-of-Way Asset Management account is \$225,000. Staff's request will occur with the award for GSB-88.

Recommendation

A recommendation is forthcoming from the Public Works Committee on March 14, 2023.

Attachments:

3686-23 Crack Seal Area Map (PDF)

3686-23 2023 Bid Opening Sheet CS(PDF)

3686-23 Crack Seal Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4029

A Resolution Awarding the 2023 Crack Sealing Contract to Fahrner Asphalt Sealers, Waunakee,
Wisconsin in an Amount Not-to-Exceed \$292,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2023 Crack Sealing contract.

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

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

D. Adequate funds for this contract are available from the Capital Project - 0410, Annual Road Maintenance (10003) account.

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$292,000.

F. The Committee on Public Works at its meeting on March 14, 2023, approved staff's recommendation.

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

1. The 2023 Crack Sealing Contract with Fahrner Asphalt Sealers of Waunakee, Wisconsin, is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

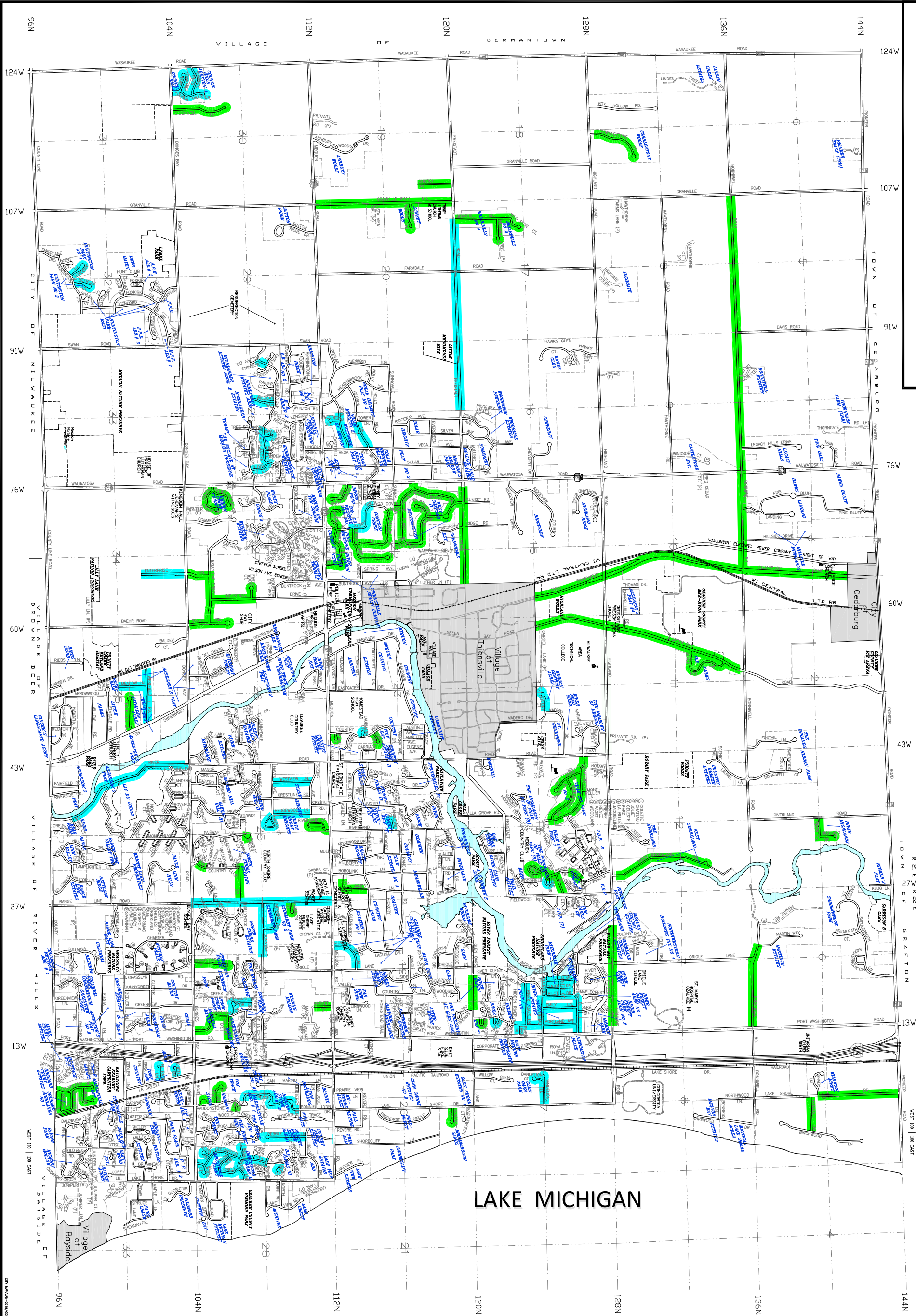
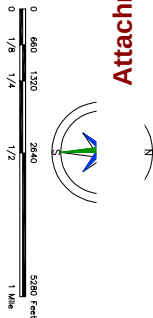
Date Approved: March 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 14, 2023.

Caroline Fochs, City Clerk

CRACK SEAL ADDITIVE
ITEMS

2023 CRACK SEAL



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2023 CRACK SEALING FILE #3686-23

BID OPENING: 3/7/2023 11:00 AM
DATE TIME

BIDDER	TOTAL BASE BID	ADDITIVE ITEMS	BASE BID WITH ADDITIVES
Fahrner Asphalt Sealers	\$200,028.00	\$65,580.00	\$265,608.00
Thunder Road	\$216,630.00	\$97,530.00	\$314,160.00

Attachment: 3686-23 2023 Bid Opening Sheet CS (RESOLUTION 4029 : 2023 Crack Sealing Contract

PRICE SCHEDULE – 2023 CRACK SEALING

* - Curb & gutter joint to be routed & sealed

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	PRICE/STREET
		FROM	TO				
MAIN ROADS (West of the Milwaukee River)							
1	Bonniwell Road	Granville Road	Cedarburg Road	2.70	22	L	
2	Cedarburg Road	Village of Thiensville	City of Cedarburg	2.30	30	L	
3	Green Bay Road	Village of Thiensville	Bonniwell Road	1.58	22	L	
4	Riverland Road	Bonniwell Road	River Drive	0.50	22	L	
5	Freistadt Road	Wauwatosa Road	Village of Thiensville	0.73	24	L	
6	Granville Road	Freistadt Road	Mequon Road	1.00	22	L	
7	Granville Road	Donges Bay Road	County Line Road	1.00	30	L	
8	Swan Road	Mequon Road	Daventry Road	0.22	26	L	
9	County Line Road	Granville Road	0.5 miles west	0.50	30	L	
MAIN ROADS (East of Milwaukee River)							
10	Lake Shore Drive	Pioneer Road	Shady Lane	0.57	23	L	
11	Bonniwell Road	N Port Washington Road	Martin Way	0.60	22	L	
12	Highland Road	East Shoreland Drive	0.04 mi W of N Port Washington Road	0.76	30	L	
SUBDIVISION ROADS (West of Milwaukee River)							
13	Cobblestone Court	Highland Road	Cul de Sac	0.40	20	M	
14	Silver Fox Drive	Green Bay Road	Green Bay Road	0.45	20	L	
15	West Shoreland Drive	Highland Road	Cul de Sac	0.80	18	L	
16	River Drive	Riverland Road	Highland Drive	0.15	20	L	
17	Highland Drive	River Drive	Cul de Sac	0.12	20	L	
18	Briarhill Road	Freistadt Road	Wild Rose Court	0.41	22	L	
19	Heather Drive	Briarhill Road	Cul de Sac	0.18	22	L	
20	Wildrose Court	Briarhill Road	Cul de Sac	0.11	22	L	
21	Madero Drive	Village of Thiensville	Century Court	0.11	22	L	
22	Marseilles Drive	River Road	Private Road	0.58	22	L	
23	Sherbrooke Drive	St Anne Ct	Marseilles Drive	0.37	22	L	
24	St Anne Lane	Marseilles Drive	Sherbrooke Drive	0.12	22	L	
25	St Anne Court	Sherbrooke Drive	Cul de Sac	0.13	22	L	
26	Woodland Drive	Yvonne Drive	.12 miles south	0.12	24	L	
27	Ville du Parc Drive	Fieldwood Road	Woodland Drive	0.16	21	M	
28	Golf Drive	Ville Du Parc Drive	Around Loop	0.36	22	L	
29	Church Place	Freistadt Road	End	0.25	20	L	

Attachment: 3686-23 Crack Seal Street List (RESOLUTION 4029 : 2023 Crack Sealing Contract Award)

PRICE SCHEDULE – 2023 CRACK SEALING

* - Curb & gutter joint to be routed & sealed

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	PRICE/STREET
		FROM	TO				
30	Sunset Woods Lane	Granville Road	Cul de Sac	0.20	21	L	
31	Bridgewater Drive	Wauwatosa Road	Lantern Lane	0.34	24	L	
32	Westchester Court	Lantern Lane	Cul de Sac	0.13	24	L	
33	Lantern Lane	Freistadt Road	Settlement Drive	0.64	24	L	
34	Settlement Drive	Lantern Lane	End	0.06	24	L	
35	Lafayette Place	Lantern Lane	Bridgewater Drive	0.48	24	L	
36	Governors Drive	Lafayette Place	End	0.06	24	L	
37	Oakview Court	Creekside Court	Concord Creek Drive	0.49	22	L	
38	Creekside Court	Concord Creek Drive	Cul de Sac	0.45	22	L	
39	Heron Pond Drive	Wauwatosa Road	Cul de Sac	0.24	22	L	
40	River Birch Drive	Mequon Road	Cul de Sac	0.60	22	L	
41	River Birch Loop A	River Birch Drive	River Birch Drive	0.04	22	L	
42	O'Connell Lane	Donges Bay Road	Cul de Sac	0.43	21	L	
43	Hidden Creek Court	Hidden Creek Drive	Cul de Sac	0.21	22	L	
44	Hidden Creek Drive	Wauwatosa Road	Cul de Sac	0.23	22	L	
45	Industrial Drive	W Industrial Drive	Executive Drive	0.47	36	L	
46	Eastwood Court	Industrial Drive	Cul de Sac	0.09	36	L	
47	Executive Drive	Baehr Road	Enterprise Drive	0.35	36	L	
48	Enterprise Drive	Executive Drive	Donges Bay Road	0.16	48	L	
49	Baehr Road	Donges Bay Road	Cul de Sac	0.15	36	L	
50	Kathleen Lane	Cedarburg Road	Cul de Sac	0.24	22	L	
SUBDIVISION ROADS (East of Milwaukee River)							
51	Hemlock Lane	Lake Shore Drive	Birchwood Lane	0.26	22	L	
52	Windpoint Circle	Portland Road	Portland Road	0.10	22	L	
53	Glen Oaks Lane	Sandhill Circle	River Glen Lane	0.23	22	L	
54	Woodside Lane	Country Lane	Oriole Lane	0.13	21	L	
55	Seacroft Court	Lake Shore Drive	Cul de Sac	0.12	21	VL	
56	St James Lane	Grace Avenue	Ranch Road	0.19	22	L	
57	St James Lane	Chestnut Road	Bobolink Lane	0.29	22	L	
58	Bobolink Lane	Mequon Road	Chestnut Road	0.08	21	L	
59	Prairie View Lane	Mequon Road	Revere Road	0.02	22	VL	
60	Dunhill Drive	Country View Drive	Cul de Sac	0.08	24	L	
61	Bonnie Court	Country View Drive	Cul de Sac	0.05	18	L	

Attachment: 3686-23 Crack Seal Street List (RESOLUTION 4029 : 2023 Crack Sealing Contract Award)

PRICE SCHEDULE – 2023 CRACK SEALING

* - Curb & gutter joint to be routed & sealed

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	PRICE/STREET
		FROM	TO				
62	Riverland Court	Mequon Road	Around Loop	0.32	21	L	
63	Fairway Circle	Fairway Lane	Cul de Sac	0.09	20	L	
64	Country Club Drive	Range Line Road	Gateway Court	0.29	24	M	
65	Country Club Drive	Ridgeline Court	Greenside Court	0.05	24	M	
66	Crimson Court	Range Line Road	Cul de Sac	0.09	22	L	
67	Market Street	Mequon Road	0.1 Miles South	0.10	26	L	
68	Stratford Place	Donges Bay Road	Cul de Sac	0.25	22	L	
69	Magnolia Drive	Donges Bay Road	Bel Mar Drive	0.32	22	L	
70	Bel Mar Drive	Magnolia Drive	N Port Washington Road	0.19	22	L	
71	Castlebury Lane	Haddonstone Place	Cul de Sac	0.06	24	L	
72	Fox Hunt Trace	Haddonstone Place	Cul de Sac	0.15	24	L	
73	Haddonstone Loop A	Haddonstone Place	Haddonstone Place	0.09	20	L	
74	Auburn Court	Courtland Drive	Cul de Sac	0.18	22	L	
75	McIntosh Lane	Courtland Drive	Russet Lane	0.17	22	L	
76	Courtland Drive	County Line Road	Cul de Sac	0.29	22	VL	
77	Russet Lane	Courtland Drive	McIntosh Lane	0.18	22	L	
TOTAL BID:							

Contract Price - Base Item: Total Bid for Items 1 through 77:

Written _____

Figures \$ _____

Attachment: 3686-23 Crack Seal Street List (RESOLUTION 4029 : 2023 Crack Sealing Contract Award)

PRICE SCHEDULE – ADDITIVE BID ITEMS*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	VOLUME VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	PRICE/STREE
		FROM	TO				
MAIN ROADS (West of Milwaukee River)							
A1	Freistadt Road	Briarhill Road	1 Mile east of Farmdale	1.39	23	VVL	
A2	Granville Road	Bonniwell Road	Hawthorne Road	0.50	22	VVL	
MAIN ROADS (East of Milwaukee River)							
A3	River Road	Donges Bay Road	River Court	1.09	23	VVL	
A4	Range Line Road	Mequon Road	Donges Bay Road	0.98	27	VL	
SUBDIVISIONS (West of the Milwaukee River)							
A5	Century Court	Modero Drive	Cul de Sac	0.14	22	L	
A6	Concord Creek Drive	Creekside Court	0.27 miles West	0.27	22	VL	
A7	Concord Drive	Stanford Court	Foxkirk Drive	0.28	22	VL	
A8	Andover Court	Huntington Drive	Around Loop	0.13	24	VVL	
A9	Shawnee Pass	Council Hills Drive	Wasaukee Road	0.21	22	VVL	
A10	Tomahawk Trail	Council Hills Drive	Cul de Sac	0.12	22	VL	
A11	Council Hills Drive	Donges Bay Road	Cul de Sac	0.26	22	VL	
A12	Golf Circle	Golf Drive	Golf Drive	0.16	24	M	
A13	Hillview Drive	Vega Avenue	Tower Lane	0.22	21	VVL	
A14	Poplar Drive	Meadowbrook Drive	Vega Avenue	0.38	22	VVL	
A15	Westwood Circle	Poplar Drive	Cul de Sac	0.08	22	VVL	
A16	Highlander Drive	Morning Glory Drive	Tartan Court	0.07	26	VVL	
A17	Highlander Drive	Tree Sparrow Drive	Fire Fly Drive	0.25	24	VVL	
A18	Spartan Circle	Highlander Drive	Cul de Sac	0.10	22	VVL	
A19	Firefly Drive	Highlander Drive	Mourning Dove Lane	0.15	24	VVL	
A20	Wildcat Way	Highlander Drive	End	0.17	22	VL	
A21	Enterprise Drive	Donges Bay Road	Cul de Sac	0.19	26	VVL	
A22	Westfield Road	Cedarburg Road	End	0.39	22	VL	
A23	Meadow Lane	Westfield Road	End	0.2	22	VL	
A24	Huntington Drive	Kent Court	Tamerlane Drive	0.06	22	VVL	
A25	Melrose Court	Huntington Drive	Around Loop	0.13	24	VL	
SUBDIVISIONS (East of the Milwaukee River)							
A26	Center Drive	Dorothy Place	Eleanor Place	0.20	20	M	
A27	Circle Drive	Dorothy Place	Eleanor Place	0.19	20	L	

Attachment: 3686-23 Crack Seal Street List (RESOLUTION 4029 : 2023 Crack Sealing Contract Award)

PRICE SCHEDULE – ADDITIVE BID ITEMS*** - Curb & gutter joint to be routed & sealed**

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	PRICE/STREE
		FROM	TO				
A28	Center Court	Circle Drive	Pilot Drive	0.10	20	L	
A29	Candlewick Court	Riverland Road	Cul de Sac	0.08	24	VVL	
A30	Norway Drive	Range Line Road	Sunnydale Lane	0.27	22	VVL	
A31	Winslow Drive	Bradford Drive	Magnolia Drive	0.21	24	VL	
A32	Winslow Court	Winslow Drive	Around Loop	0.03	25	VL	
A33	Haddonstone Place	Monterey Lane	0.55 miles South	0.55	24	VVL	
A34	Haddenstone Loop D	Haddenstone Place	Haddenstone Place	0.07	20	VVL	
A35	Haddenstone Loop E	Haddenstone Place	Haddenstone Place	0.06	20	VVL	
A36	Beechwood Drive	Donges Bay Road	Ravine Drive	0.47	24	M	
A37	Applewood Court	Beechwood Drive	Beechwood Drive	0.07	24	M	
A38	Beechwood Court	Beechwood Drive	Beechwood Drive	0.06	24	M	
A39	Shawnee Pass	Council Hills Drive	Wasaukee Road	0.21	22	VVL	
A40	Tomahawk Trail	Council Hills Drive	Cul de Sac	0.12	22	VL	
A41	Council Hills Drive	Donges Bay Road	Cul de Sac	0.26	22	VL	
A42	Dandelion Lane	Lake Shore Drive	Cul de Sac	0.26	22	VVL	
A43	Dandelion Court	Dandelion Lane	Cul de Sac	0.10	21	VVL	
A44	Dorothy Place	N Port Washington Road	Pilot Drive	0.28	22	L	
A45	Emily Lane	Dorothy Place	Liebau Road	0.25	22	M	
A46	Portland Avenue	Dorothy Place	River Oaks Place	0.60	22	L	
A47	Leibau Road	Portland Avenue	Pilot Drive	0.22	22	L	
A48	River Oaks Lane	East Shoreland Drive	Portland Avenue	0.30	22	L	
A49	River Oaks Place	N Port Washington Road	Portland Avenue	0.05	22	L	
A50	Stillwater Circle	Portland Avenue	Around Loop	0.10	22	L	
A51	Westview Lane	Haven Avenue	Scenic Avenue	0.28	21	VVL	
A52	Hedgewood Lane	Scenic Avenue	Haven Avenue	0.27	21	VVL	
A53	Haven Court	Haven Avenue	Around Loop	0.17	21	VVL	
A54	Sunnydale Lane	Range Line Road	Oriole Lane	0.49	22	VL	
A55	Pebble Lane	Highview Drive	Cul de Sac	0.31	21	VVL	
A56	Springwood Court	Beechwood Drive	Cul de Sac	0.06	24	L	
A57	Ironwood Circle	Ironwood Lane	Beechwood Drive	0.30	24	L	

Attachment: 3686-23 Crack Seal Street List (RESOLUTION 4029 : 2023 Crack Sealing Contract Award)

PRICE SCHEDULE – ADDITIVE BID ITEMS

* - Curb & gutter joint to be routed & sealed

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	PRICE/STREET
		FROM	TO				
A58	Ironwood Lane	Lake Shore Drive	Cul de Sac	0.16	24	L	
A59	Ranchito Lane	La Cresta Drive	Cul de Sac	0.12	22	L	
A60	El Patio Lane	La Cresta Drive	Cul de Sac	0.12	22	M	
A61	Lilac Lane	Mequon Road	Oriole Lane	0.28	22	M	
A62	Laurmark Court	Country View Drive	Cul de Sac	0.04	22	VL	
A63	Eleanor Place	Pilot Drive	Circle Drive	0.06	20	L	
A64	Pilot Drive	Dorothy Place	Eleanor Place	0.22	22	L	

Attachment: 3686-23 Crack Seal Street List (RESOLUTION 4029 : 2023 Crack Sealing Contract Award)



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: Jeremy Dandy, Engineering Technician
DATE: March 14, 2023
SUBJECT: RESOLUTION 4028 A Resolution Approving Award of the 2023 Road Improvements Contract to Payne & Dolan, of Jackson, Wisconsin, in the Amount of \$1,933,000, and Authorizing Execution of a Memorandum of Understanding with the Village of Thiensville for Reimbursement

Background

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

At its February meeting, the Public Works Committee authorized staff to advertise the 2023 Road Improvements contract, a part of the Annual Road and Parking Lot Program. Recommended projects for 2023 included the following:

TOTAL BASE BID (estimated \$1,310,161)

- River Road (Highland to Freistadt)
- Maryhill Court
- Shoreland Parkway
- Helen Drive, Phillip Drive, Rael Drive
- St James Court
- Grace Court
- Trillium Drive, Trillium Court
- Hunt Club Court

ADDITIVE ITEMS

- Ravine Farm
- Whitetail Woods Pedestrian Path
- Patch Repair
- Concrete Driveway Replacement
- River Road Widening for paved shoulder - Village of Thiensville

Please see the attached location map for roads included in the 2023 Road Improvements contract bid.

Analysis

The City received three bids for the 2023 Road Improvements contract with the low base bid of \$1,294,749.58 from Payne & Dolan of Jackson. The low bid is approximately 1% less than staff's estimate. Based on the available funds for the 2023 Road Improvements contract, staff is recommending award of the total base bid and that the following additive items be awarded:

- A1-A8 (Ravine Farm) - Private Water Trust MOU executed on March 6, 2023
- A9-A10 (Whitetail Woods Pedestrian Path)
- A11-A12 (Patch Repairs - Various Locations)
- A13-A19 (Concrete Driveway Replacement) - Resident Election
- A20-A24 (Widening for Paved Shoulders) - Village of Thiensville

The Department of Public works assists in the annual road program by constructing most of the drainage work which is to be completed prior to the contractor beginning work. This is done to allow both City crews and the selected contractor sufficient workspace without impacting each other's work site.

Based on the totals of the base bid and the chosen additive items, Payne & Dolan's bid total is \$1,757,645.72. Payne & Dolan has performed acceptable work of this type for the City in the past.

2023 Road Improvements Contract	Total
Base Bid	\$1,294,749.58
Additive Bid - Ravine Farm	\$280,703.34
Additive Bid - Whitetail Woods Pedestrian Path	\$9,950.70
Additive Bid - Patch Repairs	\$65,180.15
Additive Bid - Concrete Driveway Replacement	\$81,360.00
Additive Bid - Widening for Paved Shoulder	\$25,701.95
Total	\$1,757,645.72

Work on this contract can start as soon as the contract is fully executed and has a completion date of September 15, 2023. The bid summary is attached.

Fiscal Impact

On February 8, 2022, the Common Council approved a \$5.0 million bond issuance for a 3-year borrowing for the Annual Road and Parking Lot Program between 2022 and 2024. This is the second year of the aforementioned three-year program funded by long term bonding. The current balance of the Right-of-Way Assets account is \$3,804,000.

The City of Mequon included the widening for paved shoulder items on behalf of the Village of Thiensville . If the Village decides to approve the addition of the widening for paved shoulder, it will re-imburse the City for the cost listed below. Currently, the City-owned portion of River Road has 5-foot paved shoulders on both sides from Highland Road to Freistadt Road.

The concrete driveway items are the resident's choice. If residents elect to have the City's contractor replace the end of their driveways, the cost will be paid to the City by the resident. If residents elect not to have the contractor replace their concrete, the items will be removed from the contract and the total cost of the project.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$1,933,000 which includes a contingency of 10% for additionally authorized efforts. The contingency provides for additional services that may result from unknown field conditions.

The projected cost of the 2023 Road Program is \$2,323,645.00. This contract as well as the other contracts expected to be in the overall program are shown below.

Road Program Recommended Award	Award Amount (with additives)	Award Amount (with contingency)
GSB-88 Sealer (Estimated)	\$220,000	\$242,000
Crack Sealing	\$265,608	\$292,000
Road Improvements	\$1,757,645	\$1,933,000
Sub-Total:	\$2,243,253	\$2,467,000
Less Reimbursement Items		
Concrete Driveway Replacement	\$81,360	\$81,360
Widening for Paved Shoulder	\$25,701	\$25,701
Village Portion of River Road	\$36,294	\$36,294
Total:	\$2,099,898	\$2,323,645

The Village of Thiensville is responsible for a portion of River Road in the base bid as well as the additive bid for River Road paved shoulder widening. The Village of Thiensville base bid portion for River Road totals \$36,294 and the additive bid for shoulder widening totals \$25,701.95. A memorandum of understanding (MOU) is included with this item as an agreement for Thiensville to reimburse the City of Mequon for the actual construction costs.

Recommendation

A recommendation is forthcoming from the Public Works Committee on March 14, 2023.

Attachments:

3098-23 2023 Road Improvements Area Map (PDF)

3098-23 2023 Bid Opening Sheet (PDF)

3098-23 Village of Thiensville MOU(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4028

A Resolution Approving Award of the 2023 Road Improvements Contract to Payne & Dolan, of Jackson, Wisconsin, in the Amount of \$1,933,000, and Authorizing Execution of a Memorandum of Understanding with the Village of Thiensville for Reimbursement

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2023 Road Improvements contract.

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

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

D. Adequate funds for this contract are available from the Capital Project Account - 410780-469001-10001 (Right-of-Way Assets).

E. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$1,933,000.

F. Through a Memorandum of Understanding, the Village of Thiensville agrees to reimburse the City of Mequon for the portions of River Road within the Village of Thiensville including the additive items for paved shoulder widening.

G. The Committee on Public Works at its meeting on March 14, 2023, approved staff's recommendation.

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

1. Staff is authorized to enter into the Memorandum of Understanding with the Village of Thiensville.

2. The 2023 Road Improvements Contract with Payne & Dolan of Jackson, Wisconsin, with a contingency for a total not-to-exceed cost of \$1,933,000 in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

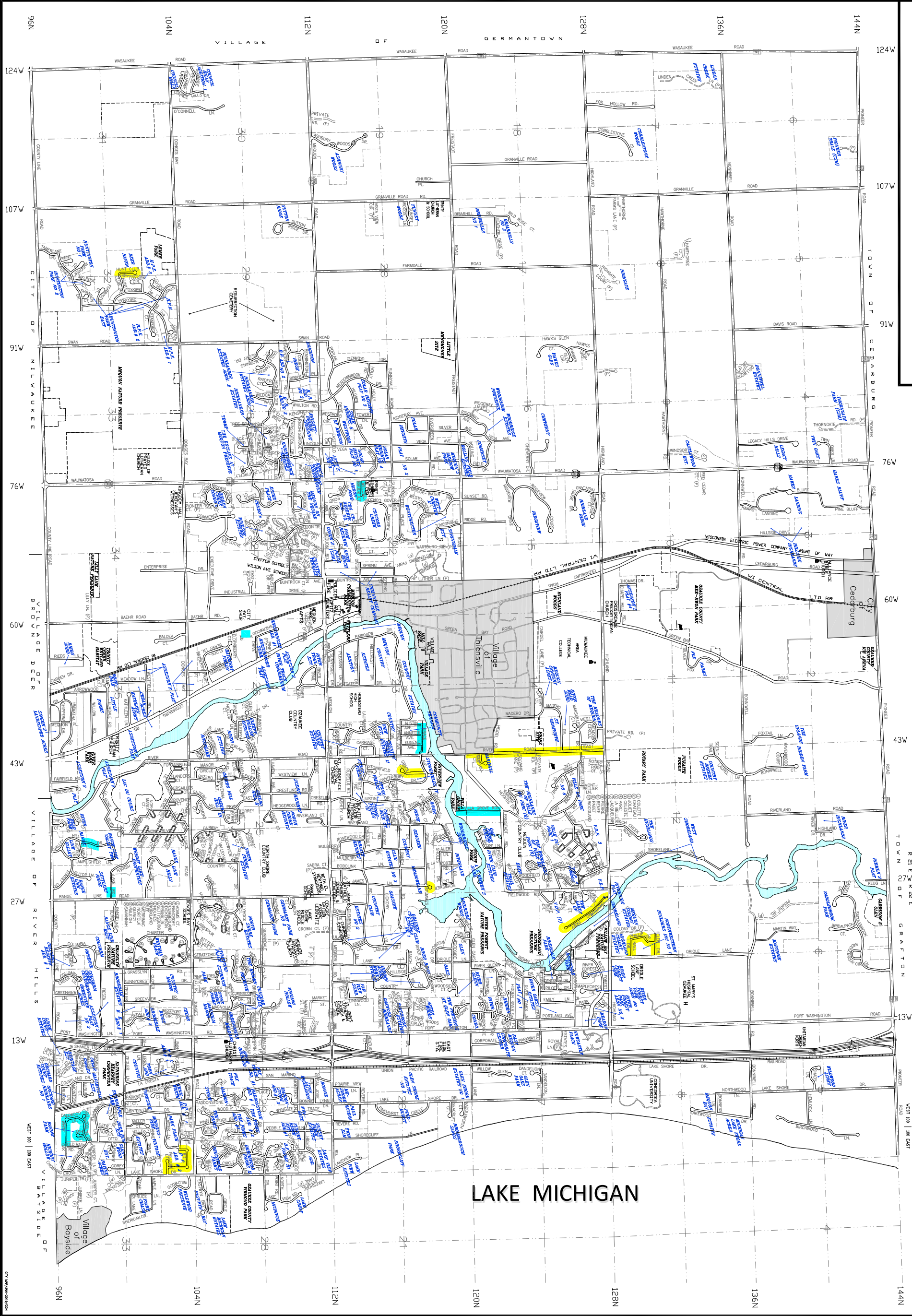
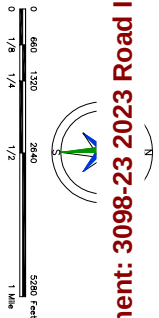
Date Approved: March 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 14, 2023.

Caroline Fochs, City Clerk

2023 ADDITIVE ITEMS

2023 Road Improvements





CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2023 ROAD IMPROVEMENTS FILE #3098-23

BID OPENING:	BID OPENING:	3/7/2023	1:00 PM
		DATE	TIME

BIDDER	TOTAL BASE BID 1-57	Additive A1 - A8	Additive A9-A10	Additive A11 - A12	Additive A13 - A19	Additive A20 - 24
Payne & Dolan	\$1,294,749.58	\$280,703.34	\$9,950.70	\$65,180.15	\$81,360.00	\$25,701.95
Stark Pavement	\$1,409,022.50	\$304,217.75	\$11,550.00	\$60,403.00	\$24,116.00	\$23,554.75
Wolf Paving	\$1,600,571.25	\$336,305.00	\$16,035.00	\$73,140.00	\$57,980.00	\$36,255.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MEQUON AND
THE VILLAGE OF THIENSVILLE**

Articles of agreement made and entered into this ____ day of _____, 20__, by and between the Village of Thiensville, hereinafter called the Village, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City and collectively called the Parties.

RECITALS

1. The City has plans to re-construct River Road from Highland Road to Freistadt Road.
2. The Village has plans to include a 5-foot paved shoulder between Heidel Road and Freistadt Road based on Bikeway Commission recommendations.
3. Both Parties have a vested interest in the infrastructure investment and proper protection thereof.

NOW, THEREFORE, in consideration of these Recitals, the mutual agreements, benefits, and responsibilities outlined herein, and other good and valuable consideration, receipt, or sufficiency of which is hereby acknowledged, the Parties agree:

1. The City will complete the bidding, contract administration and inspection of the project as a part of its annual road program.
2. Bids for the addition of 5-foot paved shoulders total \$27,701.95.
3. The Village shall be responsible for its portion of River Road from Heidel Road to Freistadt Road in addition to the 5-foot paved shoulders.
4. There are sufficient funds in the Village's budget to pay for Village's share of the road contract.
5. Upon approval of this agreement, as indicated by the signatures below, City staff will begin the procurement of bids for the road project. It is the intent of the City to have the annual road program completed before the deadline for the contract.

CITY OF MEQUON

By _____
Andrew Nerbun, Mayor

By _____
Caroline Fochs, City Clerk

VILLAGE OF THIENSVILLE

By _____
Van Mobley, President

By _____
Collen Landish-Hansen, Village Clerk

STATE OF WISCONSIN)
)SS
 OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 20_, the above named John Wirth, Mayor and Caroline Fochs, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) _____

STATE OF WISCONSIN)
)SS
 OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 20_, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) _____

Approved by: _____
 Brian Sajdak, City Attorney



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Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 14, 2023
SUBJECT: Fiesta Lane Drainage Study

Background

The Fiesta Lane drainage inquiry was officially added to the Major and Secondary Drainage project list in 2010, and a part of the initial prioritization in 2015 (it appeared as #26 of 40+ projects). As recently as 2022, the project appeared as #2 in the prioritization list.

While resident correspondence regarding this issue dates back more than a decade, the recent rains in February, complicated by frozen ground and snow/ice blocking downstream drainageways and impeding flow, renewed the inquiries from residents regarding both the timeline and method for solving the drainage issue.

The purpose of this item is to present a draft scope of services intended to be issued as a Request for Proposals (RFP) for an engineering consultant to review historic and recent resident correspondence, analyze information compiled by City staff, observe and inspect the drainage in the area, including from adjacent subdivisions and recommend drainage solutions. At a future meeting, the drainage solution will be selected and included in the design for the road reconstruction and drainage project, tentatively scheduled for bidding with the 2024 Road Program.

Analysis

As noted, the issue was initially identified in 2010 and incorporated into the Drainage Capital Improvement Project (CIP) prioritization in 2015. When initially included in the CIP list, the solution was identified as installing a pipe that would convey the upstream drainage downstream, while maintaining a ditch on top of the pipe that would collect and convey surface water. In response to seeing the list, several residents expressed concern as to whether the solution would adequately address the drainage issues in the area and staff assured residents that the solution would be reviewed prior to implementation.

With the recent rainfall in February, City staff reengaged the residents and provided an outline of how the project will move forward. City staff established an email distribution list that will be utilized throughout the process to communicate with the residents. Residents are invited both to communicate directly with staff, and to attend the Public Works Committee meetings to discuss the project.

Staff is recommending that the Public Works Committee authorize the issuance of an RFP to assess the drainage and recommend a solution to be incorporated into a future design project for the road and drainage. In addition to the analysis outlined above, it also includes a review of the design and function of the stormwater facilities and drainage in adjacent subdivisions to ensure the drainage solution accurately represents existing drainage and appropriately incorporates that

into the solution.

Fiscal Impact

As the analysis progresses, the cost of the drainage solution will be included in the final road project. Funding may be considered either from the Major and Secondary Drainage capital funding account or from the Right-of-Way Assets capital account.

Recommendation

City staff recommends that the residents and Public Works Committee review the attached scope of services, provide any comment at the March 14 meeting, and authorize issuance of the RFP. Depending on the contract value, the proposals will appear before the Public Works Committee for review and award, or be awarded at the City staff level. The RFP proposes that the drainage assessment and identification of the type of solution will appear at a future Public Works Committee meeting for review and public comment prior to identifying proposed solutions. The intent is to provide residents with the opportunity to review the drainage assessment and type of solution to verify that it properly addresses the concerns observed in their daily lives. After that public review period, the consultant will be authorized to proceed with the identification of drainage solutions, which will also be presented to the Public Works Committee with the opportunity for public comments.

If concluded in August, a design contract would follow so that the project can be incorporated into the 2024 bidding documents.

Attachments:

Fiesta Stormwater Analysis RFP Draft (PDF)



**Request for Proposals
for
Fiesta Lane Drainage Capital Improvement Stormwater
Study**

**City of Mequon – Engineering Division
11333 N. Cedarburg Road
Mequon, WI 53092**

The City of Mequon is seeking letter proposals to provide a stormwater study for proposed capital improvements for the drainage area near Fiesta Lane.

The following documentation is included as a part of this Request for Proposals:

- Existing Drainage Exhibit Map
- 1999 Stormwater Management Plan (available for download on the City Website here: <https://www.ci.mequon.wi.us/publicworks/page/drainage-inquiry-procedures>)

The City is currently accepting proposals to execute the scope of service. Proposals should include:

- Statement of Qualifications
- Proposed Schedule
- Cost of services based upon the scope listed below

Background

Fiesta Lane from Grasslyn Road to Port Washington Lane is a current high priority for drainage improvements. The original drainage inquiry dates back to 2010 and the project has been prioritized as a part of the Drainage Capital Improvement Plan since 2015. Drainage improvements are currently planned to be implemented with the City's annual road program in the 2024 construction season. The City anticipates releasing a separate RFP later in 2023 for final design of the drainage and road improvements on Fiesta Lane.

The intent of this RFP is to complete a drainage study in two stages:

1. Analysis of the drainage conditions and identification of the type of solution.
2. Presentation of drainage solution options.

Localized flooding affects several driveways and the overtops the road, as well as filling ditches which backs up into yards. Residents report drainage issues in both small and large wet weather events, and that water lingers long after the wet weather event has concluded. Residents also share concerns regarding drainage from adjacent subdivisions and undersizing of culverts and ditches.

Scope of Services

Staff provided a task list of the minimum efforts required for the project. The proposer should review the reference documents, visit the area, and determine whether the minimum efforts are sufficient or whether additional scope is required to meet the intent of providing a drainage solution for incorporation into a design contract. Please be sure to detail any additional efforts that may be required so that staff may evaluate those efforts as compared to other proposals. Proposals shall include an itemized cost per scope item as listed below.

Please note that the City is regulated by its stormwater ordinance, an MS4 permit through the WDNR and MMSD. When proposing a scope of services, all of the solutions should be designed within the confines of

the existing regulations, or indicate where solutions may require additional stormwater facilities to supplement the project (i.e. storage facilities).

The intent of completing the analysis in two phases is to allow for the Public Works Committee, City staff, and residents to review the summary of the drainage analysis and identification of the type of drainage solution prior to presenting drainage solutions. The memo/report/analysis resulting from the first phase will be reviewed at a Public Works Committee meeting before the potential drainage solutions are identified. Likewise, residents may provide feedback on willingness to provide easements on private property for drainage solutions before the location of improvements are identified.

A. Drainage Analysis and Identification of Type of Solution

1. Research and observation
 - a. Review of historic documentation of the drainage issue from City records and resident correspondence.
 - b. Review of the stormwater management plans/drainage reports for Columbia Creek and Columbia Reserve subdivisions.
 - c. Complete an assessment of whether the Columbia Creek and Columbia Reserve drainage designs were properly constructed in accordance with the approved design and are being properly maintained.
 - d. Complete an inspection of the current drainage from those subdivisions.
 - e. Analyze whether those subdivisions would meet the City's current stormwater ordinance, which changed since the developments were originally approved.
 - f. Analyze whether the proposed drainage solutions should address the runoff from those subdivisions.
 - g. Survey of the existing drainage ditches and culverts on Fiesta Lane or review of City collected survey data.
 - h. Observe the drainage basin during wet weather and dry weather.
2. Review the 1999 Stormwater Management Report
3. Prepare a draft report summarizing the following:
 - a. The conclusion from the analysis of the drainage in the adjacent subdivision.
 - b. The assessment of the adequacy of the existing drainage facilities.
 - c. Compare the survey results to the 1999 Stormwater Report. Note any deviations from the assumptions made in 1999.
 - d. Provide an exhibit showing where there are indicators of back pitching, water ponding, or other drainage impediments within the drainage channel.
 - e. Document any undersized, overgrown, silted, crushed, broken, or otherwise impacted conveyance structures/ channels.
 - i. Include assumptions for the level of calculations needed for the drainage solution
 - ii. Include a summary of the methodology/ programs anticipated for the calculations.
 - f. Identify the type of drainage solution(s) that will address the reported drainage issues. For example, whether storage, increase of drainage conveyance capacity, etc. are required.
 - g. Identify the extent to which the drainage solution(s) will address the drainage issues reported by the adjacent residents.
 - h. Depending on the magnitude of the drainage solution(s), identify the general area/location where the drainage solution(s) would be required. *Please note that this should address, for example, whether drainage solutions should be implemented within the adjacent subdivisions versus along Fiesta Lane and whether those solutions would be located within the right-of-way or require easements on private property.*

- i. Provide the drainage report to City staff for inclusion in the Public Works Committee meeting packets (June 13).
- j. Attend the Public Works Committee (May 9) and present the drainage analysis and types of solutions, as well as answer any questions from the committee members or public.

Based upon the feedback at the Public Works Committee meeting:

B. Presentation of drainage solution options.

1. Provide at least three (3) alternative solutions to improve the Fiesta Lane drainage area. Alternatives shall consider feasibility of construction within the right-of-way or identify any easements required for private property impacts.
 - a. Provide cost estimates for the alternatives.
 - b. Provide any calculations/analysis performed to develop each alternative solution to City.
 - c. Provide permitting requirements, if any, with approximate permitting costs.
 - d. Compare the proposed solutions to the solutions provided in the 1999 stormwater report.
2. Provide the drainage report to City staff for inclusion in the Public Works Committee meeting packets (July 28).
3. Attend the Public Works Committee (August 15) and present the drainage analysis and types of solutions, as well as answer any questions from the committee members or public.

Proposed Schedule

Issue Request for Proposal	March 16, 2023
Proposals due to the City of Mequon	March 31, 2023, by 4:00 pm
Contract Award	April 11, 2023
Drainage Report due to City Staff	June 2, 2023
Attend the Public Works Committee Meeting	June 13, 2023
Drainage Solution Options due to City Staff	July 28, 2023
City Staff Publication of Drainage Solution Options for Resident Review	July 31, 2023
Attend the Public Works Committee Meeting	August 15, 2023

Time is of the essence. The drainage area includes a top priority drainage area within the City. The level of analysis is directly related to overall schedule. Alternative levels of effort and schedules can be provided within the proposal for consideration. Schedule may be a determining factor for the proposal selection.

Proposal Format

Consultants' proposals should include a brief resume of the firms' qualifications and recently completed similar projects. Consultants must submit their proposals to the City of Mequon Engineering Division by 4:00 P.M. on March 31, 2023. Please provide 3 proposal copies. Electronic copies are also acceptable and may be submitted to cmccraw@ci.mequon.wi.us, with the same deadline. Electronic copies require acknowledgment of receipt by the City to be considered. Consultant selection will be based on quality of proposal, qualifications of the design team, and fee to complete the work.

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the preferred proposer, the City may negotiate a contract with the next preferred proposer.



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: March 14, 2023
SUBJECT: 2023 Work Plan (3.14.23)

Attached for the Board's review is a copy of the proposed work plan for 2023.

Attachments:
2023 Work Plan (3.14.23) (PDF)

**Public Works Committee
2023 Work Plan (March 14, 2023)**

4.b.a

Month	Agenda Topics
March	• Fiesta Lane Drainage CIP RFP Scope of Services • Fee Schedule Amendment: Pool and Parks (Field Management) Fees • State/Municipal Agreement (SMA) for Mequon Road Sidewalk (Wauwatosa Road west to Swan Road) • Contract Award: Field Management • Contract Award: Crack Filling • Contract Award: Road Improvements
April	• Contract Award: Courtland Drainage Improvements • Contract Award: Buntrock Sidewalk Extension • Contract Award: GSB-88
	•

Future Agenda Topics

- Policy language for structures (i.e. Little Free Library) within the building setback
- Discussion regarding path/sidewalk on Range Line Road south of Mequon Road – incorporated into RFP by the Bikeway Commission

2023 Completed Items:

• 2022 Road Program Summary • 2023 Road Program Overview • Resolution: Highland Road Widening • Resolution: Update to Template MOU • Resolution: Bid Rejection for City Hall Roof Project • Contract Award: Construction Inspection • Contract Award: City Hall Roof Replacement	
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Attachment: 2023 Work Plan (3.14.23) (8273 : 2023 Work Plan (3.14.23))