



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, April 13, 2021

6:30 PM

Virtual Meeting

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

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

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

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

AGENDA

1) Call to Order, Roll Call

2) Approval of Minutes

a. March 09, 2021 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3829** A Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19

- b. **RESOLUTION 3826** A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same
- c. **RESOLUTION 3835** A Resolution Authorizing City Staff to Exceed the Public Works Equipment Replacement Capital Account Balance by \$225,000 During 2021 for the Purchase of a New Loader Vehicle with Snowplow and Wing Attachments
- d. **RESOLUTION 3828** A Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller from Centex Equipment Sales of Early, Texas for a Total Cost of \$39,000
- e. **RESOLUTION 3831** A Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee, Wisconsin in an Amount Not-to-Exceed \$181,000
- f. **RESOLUTION 3830** A Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, in an Amount Not-to-Exceed \$188,000
- g. **RESOLUTION 3832** A Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson, Wisconsin, in the Amount of \$1,047,750
- h. **RESOLUTION 3833** A Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement of Brookfield, Wisconsin in the Amount of \$487,000
- i. **RESOLUTION 3834** A Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of Street Lights in Phase I of the Mequon Business Park at a Cost of \$275,000
- j. **RESOLUTION 3827** A Resolution Awarding a Contract for HVAC Preventative Maintenance Services During the Period May 1, 2021 - April 30, 2022 to Dillett Mechanical Services, Waukesha, Wisconsin in the Amount of \$21,168
- k. **RESOLUTION 3818** A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennie and Schmit Fields During the 2021 Season in the Amount of \$15,500
- l. **RESOLUTION 3837** A Resolution Awarding a Contract for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin in the Amount of \$13,750
- m. **RESOLUTION 3836** A Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of \$25,000

4) Discussion Items

- a. 2020 Work Plan (4.13.21)

5) Adjourn

Dated: April 13, 2021

/s/ Brian Parrish, Chair

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

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

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



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, March 9, 2021

6:30 PM

Virtual Meeting

Minutes

1) Call to Order, Roll Call

Chair Parrish called the meeting to order at 6:30 PM.

Present:

Chairman Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

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

2) Approval of Minutes

a. February 9, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

3) Resolutions

Action requested: review and recommend approval

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

Alderman Parrish summarized the event was approved at the February Park and Open Space meeting. The Jewish Food Festival was the only event held during the 2020 season as a drive thru festival. It was well attended and a nice event to be held for the community while everything was shut down. If the City takes a similar approach to LionFest and Gathering on the Green there would be an amendment for the fee to be \$3,695.00.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

Attachment: 03-09-2021 Mins_Public Works (6130 : March 09, 2021 Minutes)

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

- b. **RESOLUTION 3816** A Resolution Notifying the Wisconsin Department of Transportation (WisDOT) of the City's Intent to Install an Eastbound Turn Lane on Mequon Road at its Intersection with Weston Drive, in Connection with the Ozaukee Inter-Urban Trail Crossing Improvement Project in the Town Center Neighborhood

Director of Community Development Tollefson stated as part of the traffic impact analysis (TIA) that needs to be submitted to WisDOT for the OIT crossing, there are other changes being made to Mequon road and as it relates to narrowing the cross section. The proposed design meets the minimum length of the turn lane eastbound on Mequon Road looking to turn south on Weston Drive. There is a desired turn lane length that WisDOT prefers over their minimum. The City is required to expressly request for WisDOT to allow the minimum standard instead of the desired standard. In discussions with TADI, the additional justification and commitment from the City in a formal resolution will help bolster the request or argument to doing so.

Director of Public Works/City Engineer Lundeen stated TADI on behalf of the City we requested to otherwise submit with a minimum turn lane with all of the reasons that are included in the memo and resolution. TADI indicated they wouldn't consider it without the justification. If it is approved tonight TADI will use that to complete the TIA to submit to WisDOT and WisDOT would have to approve that before staff can move forward with the design.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Hansher

AYES: Parrish, Hansher, Gierl

- c. **RESOLUTION 3817** A Resolution Awarding the Reuter Pavilion Roof and Gutter Replacement Contract to Larson's Building Services of Mequon, Wisconsin in the Amount of \$28,660

Parks and Forestry Superintendent Gies stated the Reuter pavilion roof is in a state of disrepair. The current roof has first generation architectural shingles and those shingles were recalled, but were never replaced, and the shingles are cupping to the point where the roof will start leaking and deck failing in the building.

Alderman Hansher inquired if this would be an asphalt shingle roof.

Parks and Forestry Superintendent Gies confirmed it would be asphalt shingles, specifically Certainteed. It is a thicker shingle and rated to withstand the wear and tear of Wisconsin weather. All three contractors that bid proposed using the same type of shingle.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

4) Discussion Items

a. 2021 Road Program: Mequon Business Park

Staff provided questions to the Committee for feedback on the irrigation system, street lighting, and on mill and overlay.

The feedback from the Committee was an agreement to abandon the irrigation system, agreement to stop servicing and replacing of street lights through We Energies.

b. 2021 Annual Road Program

Engineering Technician Dandy provided a summary of the 2021 road program with a recap of the 10 roads being addressed this year. Staff also provided a summary of the additives along with using parking lot funds for the replacement of the parking lot at Rotary Park.

c. 2020 Work Plan (3.9.21)

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

Alderman Hansher inquired on when Wauwatosa Road would be updated by WisDOT.

Alderman Parrish asked staff for more updates on the I43 project and Cedarburg Road project at Donges Bay Road in the upcoming meetings.

5) Motion to Adjourn at 7:05 PM.

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster
Administrative Assistant



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Office of Public Works

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: April 13, 2021
SUBJECT: RESOLUTION 3829 A Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19

Background

In 2020, the City operated the Mequon Community Pool and the Park System under modified protocols to address the public health impacts due to COVID-19. In early 2021, the City extended the 2020 policy temporarily, to allow for an evaluation of current public health department recommendations.

Staff proposes the implementation of Standard Operating Procedures (SOPs) to bridge the policy restrictions of 2020 and the reopening once public health concerns related to COVID-19 are mitigated. The goal is to establish SOPs which naturally sunset or lift as the case burden related to COVID-19 dissipates. The City has an obligation to protect the public and its staff in the operation of the pool and park system. With an increase in vaccinations and a decrease in COVID-19 case burden, the goal would be for all modified operations to gradually lift and return to those of pre-2020 seasons. The proposed SOPs allow for those restrictions to be lifted or eliminated without further action by the Common Council.

Analysis

In the proposed SOPs, the only remaining restriction relates to capacity. The language proposes that the capacity restriction will follow the recommendations of the Washington Ozaukee Public Health Department, as restricted in 2020. Staff notes that the capacity restriction at the pool did not impact 2020 operations and staff was not required to turn away patrons. While staff recommends that the capacity restriction remain in place for the safety of staff and patrons, it does not anticipate that it will be an overly burdensome restriction and may not impact operations at all. The diving wells will be open, chairs on the pool deck and other normal operating conditions will resume.

The capacity restriction does impact the indoor pavilion rentals. Outdoor rentals and events are not restricted by capacity restrictions. Capacity does impact some events and rentals, although the volume of rentals is already higher than 2020.

After winter meetings with most of the user groups that utilize the City's athletic fields, the City's proposed SOPs are less restrictive than that of the user groups themselves. Staff is not proposing restrictions on league play or tournaments.

The SOPs do carry over several best management practices as they relate to navigating use of the pool and park system. Restricting symptomatic patrons, contact tracing and encouragement of good health practices remain. Those sunset as the case burden decreases.

Staff provided guiding questions should the Public Works Committee or Common Council have in interest in reviewing the transition between the 2020 policy and the proposed SOPs.

Fiscal Impact

Under the proposed SOPs, pool revenue should stabilize. It is difficult to determine whether patrons will limit attendance in 2021 due to public health concerns, but staff is not proposing restrictions that would impact revenue. To eliminate the mid-day closure implemented in 2020 to allow for sanitation, staff is proposing retaining a Sanitizer position. The Sanitizer was not budgeted, and therefore the resolution includes authorization to overspend the pool salaries (estimated at \$5,000) account. When the case burden stabilizes and a Sanitizer is no longer required, the salary will no longer be required.

The capacity restriction may impact park revenues from pre-COVID-19 seasons, but this was accounted for in the revenue projections in the FY2021 budget. It is difficult to measure the loss in rentals due to capacity restrictions, as opposed to normal operations. With several special events returning to the parks in 2021 and reduced restrictions on user groups, park revenue will move closer to stabilizing.

Recommendation

Staff recommends that the Public Works Committee and Common Council approve the resolution transitioning pool and parks operations from the previous policy to SOPs which sunset as the impacts due to COVID-19 decrease. The Public Works Committee and Common Council should review the attached documents and take action on one of the following:

1. Approve the proposed resolution which transitions from the restrictions included in the 2020 policy towards full reopening (staff recommendation).
2. Amend the resolution to adopt the 2020 policy as previously implemented (Exhibits A, B and C).
3. Table the resolution and provide feedback to staff on requested amendments or considerations to be included in a revised resolution to be presented at the May meeting.
Staff provided a series of guiding questions in the packet should the Public Works Committee or Common Council require further discussion on potential provisions and/or restrictions to be incorporated into the SOPs.
4. Deny the resolution and either allow the temporary extension of the policy to expire, or request that staff return with a resolution eliminating all restrictions.

Attachments:

Pool SOP COVID-19 (PDF)

Parks (User Group) SOP COVID-19 (PDF)

Parks (Facilities) SOP COVID-19 (PDF)

Exhibits A B C (2021) (PDF)
Pool Guiding Questions (PDF)
Parks (User Groups) Guiding Questions (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3829

A Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19

RECITALS

A. COVID-19, a novel strain of coronavirus, was detected in December of 2019 and has subsequently spread throughout numerous countries and the United States, including Wisconsin.

B. On May 27, 2020, the Common Council of the City of Mequon adopted a 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19.

C. On June 2, 2020, the Common Council of the City of Mequon amended Exhibit B of the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 to allow for user group league play and tournaments.

D. One June 24, 2020, the Common Council of the City of Mequon amended Exhibit A of the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 to amend the fee schedule and operation of the Mequon Community Pool.

E. On February 9, 2021, the Common Council of the City of Mequon adopted the language of the 2020 Policy as the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 pending further action of the Council.

F. Health organizations have issued guidelines for reopening recreation and amusement facilities, such as parks and pools.

G. Those guidelines continue to evolve and reduce restrictions as more members of the public are vaccinated and the COVID-19 case burden decreases.

H. Staff seeks to replace the 2021 Policy with a set of Standard Operating Procedures that maintain basic parameters required to keep staff and the public safe while utilizing the Mequon Community Pool and Parks System which, when implemented, will establish a bridge between the previous policy restrictions and complete reopening of the facilities.

I. Staff made the recommendation to the Public Works Committee.

J. At its meeting on April 13, 2021, the Public Works Committee 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 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 is hereby repealed and replaced with the Standard Operating Procedures outlined below.

2. Pool. The Mequon Community Pool shall be open.

(a) Staff will implement the attached City of Mequon Community Pool Standard Operating Procedures Due to COVID-19 until no longer required, as defined by the termination clause of the Standard Operating Procedures.

(b) In order to eliminate the mid-day closure and facilitate proper sanitation, Account 110472 670101, Pool Salaries may be overspent to accommodate the seasonal salary for a Sanitizer, in accordance with the Mequon Community Pool Standard Operating Procedures Due to COVID-19.

3. Parks. The public shall continue to be encouraged to use the City's parks.

(a) Staff will implement the attached City of Mequon Parks User Group Standard Operating Procedures Due to COVID-19 until no longer required, as defined by the termination clause of the Standard Operating Procedures.

(b) Staff will implement the attached City of Mequon Parks Facilities and Pavilion Standard Operating Procedures Due to COVID-19 until no longer required, as defined by the termination clause of the Standard Operating Procedures.

4. If the risks or public health and safety concerns surrounding COVID-19 change to the extent that the uses described above cannot operate safely or meet prevailing guidelines, some or all of the allowances may be repealed by the Common Council. If modified or repealed, the City shall not be responsible for financial hardships of individuals or entities that may be impacted by the change.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON
MEQUON COMMUNITY POOL
STANDARD OPERATING PROCEDURES DUE TO COVID-19

1. Risk. Despite the City's best efforts to provide a safe environment at the Mequon Community Pool, even with the guidelines outlined, there is risk of potential exposure to COVID-19 if attending or swimming at the pool. Signs will be posted to educate users of that risk until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
2. Symptomatic Persons Prohibited. Symptomatic patrons or staff shall not enter the pool and should stay home. If someone becomes symptomatic while at the pool, they shall notify the bath house attendant and then leave immediately.
3. Temperature Checks. Staff and patrons shall be required to have a temperature check at the entrance prior to entering the pool area. Staff and patrons with elevated temperatures at 100.4° F or above are prohibited from entering the pool area that day. Temperature checks will be required until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
4. Social Distancing. Unless patrons are members of the same household, attendees shall distance themselves in accordance with current CDC guidelines. Violators will be asked to leave the pool for the day. Multiple violations may result in restriction from attending the Mequon Community Pool for the remainder of the 2021 season. No refunds will be provided. Social Distancing will be required until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
5. Face Coverings. Unless the patron is in the pool, or preparing to enter the pool, patrons are encouraged to use face coverings. Staff is required to wear face coverings, unless it prevents proper execution of duties (i.e., life saving measures). The staff face covering requirement shall remain in place until the City of Mequon modifies or releases the requirement for staff and City facilities.
6. Contact Tracing. Patrons shall provide their contact information prior to entering the pool area. Contract tracing is required until the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
7. Capacity. Attendance including staff shall be limited to the Capacity Recommendations of the Washington Ozaukee Public Health Department for Outdoor Recreation – Amusement Parks, Waterparks, Pools. Patrons who arrive at the pool after the maximum capacity has been reached shall be denied entry.
8. Pool deck. The City will provide chairs or tables on the pool deck. Patrons must turn the chairs over prior to leaving the pool, when their time at the pool has ended, indicating that the chairs require sanitizing. Only staff may return the chairs to an upright position after sanitizing. Chair sanitation is no longer required once the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
9. Lap Swimming. One patron per lane at a time for lap swimming. Patrons shall attempt to swim in the middle of the lane to allow for maximum distance between heads (approximately 7 feet). Lap swimming restrictions are no longer required once the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
10. 2021 Admittance.

- a. Season Pass. Purchase of a season pass does not guarantee entry to the pool. Due to capacity limitations and weather conditions, a season passholder may not be granted entry. Purchase of the season pass is at the risk of the passholder and does not guarantee a minimum number of sessions. The season pass is non-refundable, and no discounts will be issued. Passholders shall sign an acknowledgement prior to purchase.
 - b. Re-Entry. Once a patron is admitted for a day, he or she may leave the pool area and receive a wristband for re-entry on the same day. Re-entry is not guaranteed and may not be granted due to capacity limitations or weather conditions. Patrons of the first may use the wristband to enter the pool for the second session.
- 11. Alternate hours for at risk patrons. On Tuesdays and Thursdays, the first hour of operation after swim lessons, if any, shall be reserved for adults over the age of 50. Staff may reduce the number of days of these alternate hours, or eliminate them, if staff determines, in its reasonable discretion, that usage does not warrant this accommodation.
- 12. Staff. If the City is unable to provide the required staffing levels on any given day, the Mequon Community Pool will be closed for that day.
 - a. Exposure. If any staff member of the Mequon Community Pool receives notification of exposure to a person positive for COVID-19, the staff member may not return to work until quarantine and/or testing protocol is completed.
 - b. Confirmed COVID-19 Positive. If any staff member of the Mequon Community Pool tests positive for COVID-19, the staff member shall notify the City of Mequon so that contact tracing can be completed. The staff member may not return to work until quarantine and/or testing protocol is completed.
 - c. Sanitizer. The City will employ personnel responsible for sanitizing the pool equipment including, but not limited to lifeguard chairs, bathrooms, handrails for ladders, and other common pool elements. The number of sanitizers will be based upon the number of facilities open for the season. A sanitizer will be required during pool hours until COVID-19 Case Status for Ozaukee County is classified as Low by the Department of Health Services.
- 13. Staff Authority. Staff is granted the authority to modify pool operations, other than those related to health regulations, as required for good and orderly operation of the pool.
- 14. Termination. This set of Mequon Community Pool Standard Operating Procedures Due to COVID-19 will expire when the COVID-19 Case Status for Ozaukee County is classified as Low by the Department of Health Services.

CITY OF MEQUON
PARKS ATHLETIC FIELD USER GROUP
STANDARD OPERATING PROCEDURES DUE TO COVID-19

1. Acknowledgement. All athletic field rentals will be conditioned upon acknowledgement of this Parks Athletic Field User Group Standard Operating Procedures Due to COVID-19. Failure to do so shall result in forfeiture of the rental and a full refund. Acknowledgement will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
2. COVID-19 Response Plan. Prior to first use of any athletic field, user groups shall file a COVID-19 Response Plan which details what the user group is doing to mitigate the risk of COVID-19. A COVID-19 Response Plan will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
3. Social Distancing. Unless members of the same household, all users and spectators shall follow CDC Guidelines for Social Distancing, except as necessary during play. Each user group will be required to designate a person to enforce social distancing. Failure to do so, or failure to provide proper social distancing for the user events, will result in cancellation of the event. If multiple violations occur, the rental agreement may be terminated, and no refund will be provided. Social Distancing will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
4. Symptomatic Persons Prohibited. User groups shall be responsible for managing symptomatic users, spectators and attendees. The COVID-19 Response Plan should establish parameters for the organization in accordance to health organizations and provide them to all users.
5. Contact Tracing. User Groups shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. Contract Tracing will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
6. Termination. This set of the Parks Athletic Field User Group Standard Operating Procedures Due to COVID-19 will expire when the COVID-19 Case Burden for Ozaukee County is classified as Low by the Department of Health Services.

CITY OF MEQUON
PARKS FACILITIES AND PAVILION
STANDARD OPERATING PROCEDURES DUE TO COVID-19

1. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the following requirements. Failure to do so shall result in forfeiture of the rental and a full refund. Acknowledgement will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
2. Social Distancing. Unless the event or rental consists of members of the same household, event hosts or renters shall encouraged to meet the separation guidelines as provided by the CDC between all attendees who are not members of the same household.
3. Face Coverings. Unless the event or rental consists of members of the same household, event hosts or renters shall encourage the use of face coverings.
4. Symptomatic Persons Prohibited. Event hosts or renters shall require that all symptomatic persons stay home and if someone becomes symptomatic while at the event, request them to leave immediately.
5. Contact Tracing. Event hosts or renters shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. Contact Tracing will not be required while the COVID-19 Case Burden for Ozaukee County is classified as Medium by the Department of Health Services.
6. Capacity. The maximum size of a rental shall be in accordance with the Washington Ozaukee Public Health Department capacity recommendations for Special Events and Fundraisers.
7. Termination. This set of the Parks Facilities and Pavilion Standard Operating Procedures Due to COVID-19 will expire when the COVID-19 Case Burden for Ozaukee County is classified as Low by the Department of Health Services.

EXHIBIT A
CITY OF MEQUON
2021 MEQUON COMMUNITY POOL GUIDELINES

1. Risk. Despite the City's best efforts to provide a safe environment at the Mequon Community Pool, even with the guidelines outlined, there is risk of potential exposure to COVID-19 if attending or swimming at the pool. Signs will be posted to educate users of that risk. [1]
2. Symptomatic Persons Prohibited. Symptomatic persons shall not enter the pool and should stay home. If someone becomes symptomatic while at the pool, they shall notify the bath house attendant and then leave immediately. [2] [4] No refund will be provided. [1]
3. Temperature Checks. Staff [4] and patrons shall be required to have a temperature check at the entrance prior to entering the pool area. Staff [4] and patrons with elevated temperatures at 100.4° F or above are prohibited from entering the pool area that day.
4. Social Distancing. Unless patrons are members of the same household, attendees shall stay at least 6 feet apart. [2] [3] [4] Violators will be asked to leave the pool for the day. Multiple violations may result in restriction from attending the Mequon Community Pool for the remainder of the 2021 season. No refunds will be provided. [1]
5. Face Coverings. Unless the patron is in the pool, or preparing to enter the pool, patrons are encouraged to use face coverings. Staff is required to wear face coverings, unless it prevents proper execution of duties (i.e., life saving measures). [2] [3] [4]
6. Contact Tracing. Patrons shall provide their contact information prior to entering the pool area. [2]
7. Limitation to Residents of Mequon and Thiensville. For the 2021 pool season, patrons of the pool shall be limited to (a) residents of Mequon and Thiensville, (b) parents, babysitters and child care workers who accompany children who are residents of Mequon or Thiensville; and (c) minor friends who accompany children who are residents of Mequon or Thiensville. Staff shall implement procedures reasonably designed to accomplish these limitations.
8. Capacity. Attendance including staff shall be limited to 25% capacity [6]. Staff may increase capacity limitations to follow the Blueprint for Reopening Washington and Ozaukee Counties, provided the increase can meet with the other terms of this Exhibit A. Patrons who arrive at the pool after the maximum capacity has been reached shall be denied entry. [4]
9. Bath House. The bath house will be closed and use of the showers is prohibited. Patrons should arrive at the pool dressed for their intended participation. [3] [4]
10. Pool deck. The City will not provide chairs or tables on the pool deck. Patrons may bring portable chairs with them for use at the pool. The City is not responsible for lost or stolen items. Chairs must be removed as the patrons leave. [3] [4] [5]
11. Lap Swimming. One patron per lane at a time for lap swimming. Patrons shall attempt to swim in the middle of the lane to allow for maximum distance between heads (approximately 7 feet). [4] [6]
12. Diving Boards. Diving boards will be closed for the 2021 season. [4]
13. Drinking Fountain. Drinking fountains will be closed. Staff and patrons shall supply their own drinking water. [5]
14. 2021 Admittance. No Super Passes will be issued. [1]

- a. Fee Schedule. For the 2020 season, the fee schedule shall follow this table:

	Mequon Resident	Thiensville Resident
2021 Session Fee - Under 3 Years	FREE	FREE
2021 Session Fee - 3 Years and Above	\$3.00	\$4.00
2021 Season Pass - Under 3 Years	FREE	FREE
2021 Season Pass - 3 Years and Above	\$55.00	\$70.00
2021 Season Pass - Family	\$100.00	\$125.00

- b. Season Pass. The season pass may be utilized for either or both sessions. Purchase of a season pass does not guarantee entry to the pool. Due to capacity limitations and weather conditions, a season passholder may not be granted entry. Purchase of the season pass is at the risk of the passholder and does not guarantee a minimum number of sessions. The season pass is non-refundable, and no discounts will be issued. Passholders shall sign an acknowledgement prior to purchase.
- c. Re-Entry. Once a patron is admitted for a session, he or she may leave the pool area and have their hand marked for re-entry within the same session. Re-entry is not guaranteed and may not be granted due to capacity limitations or weather conditions. If a patron leaves during the first session, re-entry does not apply to the second session. Patrons of the first session are required to pay a new session fee to enter the pool for the second session.
15. Dates. Under normal operating conditions, the Mequon Community Pool was scheduled for a soft opening on June 5th and 6th, with full operations starting June 12th. At this stage of preparation, while staff will make all efforts to open as scheduled, the Mequon Community Pool cannot open until all of the terms of these guidelines can be met. If the pool opens, it will close on August 21st as planned, unless these guidelines cannot be met, in which case the pool may close early.
16. Hours.
- a. Staggered hours. [3] [4] To provide for sanitation and staff change, the public hours at the pool shall be split into two roughly equal sessions with a half hour cleaning period in the middle. All pool patrons must leave during the half hour cleaning period. Re-entry to the pool for the second session is subject to an additional session fee.
- b. Alternate hours for at risk patrons. [4] On days when the pool is open, the first hour of operation after swim lessons, if any, shall be reserved for adults over the age of 50. Staff may reduce the number of days of these alternate hours, or eliminate them, if staff determines, in its reasonable discretion, that usage does not warrant this accommodation.
17. Staff. If the City is unable to provide the required staffing levels as outlined below, the Mequon Community Pool will not open for the 2021 season. If on any given day the required staffing levels cannot be met, the pool will be closed for that day. [1]
- a. Lifeguards. As required by the City's pool license, the minimum number of lifeguards will be provided pursuant to Table ATCP 76.23 A of the Wisconsin Administrative Code.
- b. Supervisor. As required by the City's pool license, one supervisor will be provided pursuant to ATCP 76.21(1) of the Wisconsin Administrative Code.

- c. Admissions. The admissions staff shall be responsible for admission, including taking payment, assessing symptoms and contact tracing, as outlined in this exhibit.
 - d. Social Distancing Coordinator. The City shall have a dedicated social distancing coordinator on each shift. While on duty, they shall not have lifeguard responsibilities, but may be employed in that capacity on other shifts. [4] [5] [6]
 - e. Sanitizer. The City will employ personnel responsible for sanitizing the pool equipment including, but not limited to lifeguard chairs, bathrooms, handrails for ladders, and other common pool elements. The number of sanitizers will be based upon the number of facilities open for the season. [4]
18. Staff Authority. Staff is granted the authority to modify pool operations, other than those related to health regulations, as required for good and orderly operation of the pool.

EXHIBIT B
CITY OF MEQUON
2021 PARKS ATHLETIC FIELD USER GROUP GUIDELINES

1. League Play Defined. League Play is defined as regular or post season play, including Round Robin Play, where the host user group is comprised primarily of Mequon or Thiensville residents. Regular and post season includes practices and games where at least one of the teams is comprised primarily of Mequon or Thiensville residents, but the opponent may be a non-resident team. Round Robin Play may include up to four teams, where a minimum of one of those teams is comprised primarily of Mequon or Thiensville residents. League Play may include multiple games played simultaneously on multiple fields. User groups shall be limited to no more than two practices or games at each field per day during League Play. Game play outside of these regulations shall be considered tournament play and follow Section 9 of this exhibit. League play must follow all other requirements of Exhibit B.
2. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the guidelines. Failure to do so shall result in forfeiture of the rental and a full refund. For the remaining 2021 season, all athletic field rentals will be conditioned upon acknowledgement of this resolution. [1]
3. COVID-19 Response Plan. Prior to first use of the athletic field, user groups shall file a COVID-19 Response Plan which includes, at a minimum, the following requirements. [1] The response plan should include rules for personal hygiene and sanitizing shared equipment [10], as well as the requirements provided below. The Plan shall be subject to review and approval by City staff pursuant to the following requirements.
4. Social Distancing. Unless members of the same household, all users and spectators shall maintain 6 feet of separation, except as necessary during play. [6] [8] Each user group will be required to designate a person to enforce social distancing. Failure to do so, or failure to provide proper social distancing for the user events, will result in cancellation of the event. If multiple violations occur, the rental agreement may be terminated, and no refund will be provided. [1]
5. Symptomatic Persons Prohibited. [6] User groups shall be responsible for managing symptomatic users, spectators and attendees. It should establish parameters for the organization in accordance to health organizations and provide them to all users. [1]
6. Contact Tracing. User Groups shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. [2]
7. Limit or Eliminate Contact. Update user group rules for 2021 to limit or eliminate contact including handshakes, high fives, hugging, etc. [10]
8. Shared Equipment. Users are discouraged from sharing equipment. [3] [6]
9. Tournaments. Tournaments shall be permitted, provided they meet all of the terms of Exhibit B, and adhere to the following:
 - a. Residency. A minimum of 25% of the teams participating in the tournament shall be comprised primarily of Mequon or Thiensville residents.
 - b. Maximum Encumbrance of Parks. No tournament may utilize more than two parks on the same day.

- c. Maximum Encumbrance of Fields. Simultaneous game play shall be restricted as a means of crowd control. No tournament may include simultaneous game play exceeding these restrictions:
 - i. One field at Rennie Field
 - ii. Two fields at Rotary Park
 - iii. Two fields at River Barn Park
 - iv. One field at Lemke Park
 - d. Minimum Time Between Games. In an attempt to control crowds associated primarily with loitering, there shall be a minimum of one hour between the end of one game and the beginning of the next game. User groups shall encourage players, parents and spectators to leave the park when not involved in the game being played.
 - e. Tournament Staffing. Each tournament shall identify one person who will be responsible for administering all of the requirements of Exhibit B for the duration of the tournament. The contact information for that person shall be provided to the Parks and Forestry Superintendent a minimum of one week prior to the tournament. Contact information shall include a mobile phone number for access for the duration of the tournament. That contact information will be shared with the Police Department, should there be an issue outside of normal City hours.
10. Education. User groups are responsible for educating their members, participants and spectators as to the risks of play and acceptable guidelines for play. Recommended documents include, but are not limited to: [1]
- a. Centers for Disease Control – *Considerations for Youth Sports*
 - b. Department of Health Services – *COVID-19: Community and Faith-Based, Youth Sports*
 - c. Washington Ozaukee Public Health Department *Blueprint for Reopening Washington and Ozaukee Counties – FAQ*
 - d. World Health Organization – *Considerations for sports federations/sports event organizers when planning mass gatherings in the context of COVID-19*
11. Concession Stands. Food and beverage distribution associated with a user group rental shall be restricted to pre-packaged, individual serving items. [1]

EXHIBIT C
CITY OF MEQUON
2021 PARKS FACILITIES AND PAVILION GUIDELINES

1. Acknowledgement. All renters who secured a venue prior to the adoption of this resolution shall sign a copy of this exhibit acknowledging the following requirements. Failure to do so shall result in forfeiture of the rental and a full refund. [1]
2. Social Distancing. Unless the event or rental consists of members of the same household, event hosts or renters shall ensure that 6 feet of separation is maintained between all attendees who are not members of the same household. [2] [3]
3. Face Coverings. Unless the event or rental consists of members of the same household, event hosts or renters shall encourage the use of face coverings. [2] [3]
4. Symptomatic Persons Prohibited. Event hosts or renters shall require that all symptomatic persons stay home and if someone becomes symptomatic while at the event, request them to leave immediately. [2]
5. Contact Tracing. Event hosts or renters shall maintain a list of all attendees and their contact information in case of a confirmed case. This list shall be maintained by the event host or renter for at least 21 days. [2]
6. Capacity. The maximum size of a rental shall be 25% of the facility or pavilion capacity, in accordance with the Washington Ozaukee Public Health Department. Capacity limitations may increase to follow the Blueprint for Reopening Washington and Ozaukee Counties. [5]
7. Essential Attendees Only. The user groups shall restrict events to the minimum number of attendees as required to hold the event. [10]

References

- [1] C. o. M. Staff, 2020.
- [2] Wisconsin Department of Health Services, "Badger Bounce Back," 22 May 2020. [Online]. Available: <https://www.dhs.wisconsin.gov/publications/p02653a.pdf>.
- [3] Wisconsin Economic Development Corporation, "Public Facility Guidelines," 7 May 2020. [Online]. Available: <https://wedc.org/wp-content/uploads/2020/05/COVID-19-Public-Facilities-Guidelines.pdf>.
- [4] Wisconsin Economic Development Corporation, "Outdoor Recreation Guidelines," 7 May 2020. [Online]. Available: <https://wedc.org/wp-content/uploads/2020/05/COVID-19-Outdoor-Recreation-Guidelines.pdf>.
- [5] Washington Ozaukee Public Health Department, "Blueprint for Reopening Washington and Ozaukee Counties - FAQ," 21 May 2020. [Online]. Available: http://www.washozwi.gov/Portals/WashOzHealthDept/BlueprintFAQ_v_14_521.pdf.
- [6] Department of Agriculture, Trade and Consumer Protection, "Guidelines for Reopening Pools and Water Attractions," 21 May 2020. [Online]. Available: <https://datcp.wi.gov/Documents/ReopeningPoolsCovid19.pdf>.
- [7] Wisconsin Park and Recreation Association, "Plans to Reopen Wisconsin's Parks, Aquatic Resources and Recreational," 23 April 2020. [Online]. Available: <https://www.wpraweb.org/assets/docs/WPRA-COVID-19%20Memo.pdf>.
- [8] Center for Disease Control and Prevention, "Guidance for Administrators in Parks and Recreational Facilities," 10 April 2020. [Online]. Available: <https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/park-administrators.html>.
- [9] Center for Disease Control and Prevention, "Get Your Mass Gatherings or Large Community Events Ready," 7 May 2020. [Online]. Available: <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>.
- [10] Center for Disease Control and Prevention, "Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19," May 8 2020. [Online]. Available: <https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html>.
- [11] Wisconsin Department of Health Services, "Guidelines for Reopening Pools and Water Attractions," 21 May 2020. [Online]. Available: <https://datcp.wi.gov/Documents/ReopeningPoolsCovid19.pdf>.
- [12] Wisconsin Economic Development Corporation, "Entertainment and Amusement Service Guideline," 7 May 2020. [Online]. Available: <https://wedc.org/wp-content/uploads/2020/05/COVID-19-Entertainment-and-Amusement-Service-Guidelines.pdf>.

MEQUON COMMUNITY POOL GUIDING QUESTIONS

If the Public Works Committee or Common Council determine to follow Recommendation #3: Table the resolution and provide feedback to staff on requested amendments or considerations to be included in a revised resolution to be presented at the May meeting, the following list of questions can serve as a guide for those proposed amendments. If either body elects to pursue Recommendations #1, 2 or 4, this document is not required.

Should the City of Mequon open and operate the Mequon Community Pool for the 2021 season?

The proposed resolution/SOPs recommend the pool will be open for the 2021 season.

- If yes, proceed to next question.
- If no, make a motion to deny the resolution.

Should the Mequon Community Pool operate under the same restrictions implemented in 2020?

The proposed resolution/SOPs recommend less restrictions than those implemented in 2020.

- If yes, make a motion to adopt Exhibit A City of Mequon 2021 Mequon Community Pool Guidelines for the 2021 pool season.
- If no, proceed to next question.

Should the Mequon Community Pool attendees be restricted to Mequon-Thiensville residents only?

The proposed resolution/SOPs recommend no residency restriction.

- If no, proceed to next question.
- If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Limitation to Residents of Mequon and Thiensville. For the 2021 pool season, patrons of the pool shall be limited to (a) residents of Mequon and Thiensville, (b) parents, babysitters and child care workers who accompany children who are residents of Mequon or Thiensville; and (c) minor friends who accompany children who are residents of Mequon or Thiensville. Staff shall implement procedures reasonably designed to accomplish these limitations.

Should the Mequon Community Pool restrict use of the Bath House?

The proposed resolution/SOPs recommend no restriction on Bath House use.

- If no, proceed to next question.
- If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Bath House. The bath house will be closed and use of the showers is prohibited. Patrons should arrive at the pool dressed for their intended participation.

Should the Mequon Community Pool restrict chairs on the Pool Deck?

The proposed resolution/SOPs recommend chairs and tables be allowed with sanitation between users.

- If no, proceed to next question.
- If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Pool deck. The City will not provide chairs or tables on the pool deck. Patrons may bring portable chairs with them for use at the pool. The City is not responsible for lost or stolen items. Chairs must be removed as the patrons leave.

Should the Mequon Community Pool restrict the Diving Boards?

The proposed resolution/SOPs recommend no restriction on Diving Board use.

- If no, proceed to next question.
- If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Diving Boards. Diving boards will be closed for the 2021 season.

Should the Mequon Community Pool restrict use of the Drinking Fountains?

The proposed resolution/SOPs recommend no restriction on Drinking Fountain use.

- If no, proceed to next question.
- If yes, make a motion to amend COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*):
Drinking Fountain. Drinking fountains will be closed. Staff and patrons shall supply their own drinking water.

Should the Mequon Community Pool participate in Super Pass, extending season pass holder privileges to Grafton, Cedarburg and Port Washington?

The proposed resolution/SOPs recommend participation in Super Pass. Note that if Mequon Community Pool does not participate in Super Pass, Mequon and Thiensville residents will also not receive the benefit of attending other Super Pass pools with their season passes.

- If yes, proceed to next question.
- If no, make a motion to amend Section 11 of the COVID-19 Standard Operating Procedures for the Mequon Community Pool to include the following (*this is the language approved for the 2020 pool season*): No Super Passes will be issued.

Should the Mequon Community Pool maintain a half hour closure to allow for sanitation and staff change?

The proposed resolution/SOPs recommend no mid-day closure, but instead employment of a full time sanitizer.

- If no, proceed to next question.
- If yes, make a motion to amend Section 11 to include the following:
Staggered hours. To provide for sanitation and staff change, the public hours at the pool shall be split into two roughly equal sessions with a half hour cleaning period in the middle. All pool patrons must leave during the half hour cleaning period. Re-entry to the pool for the second session is permitted with the issuance of a wristband during the first session.

Should the Mequon Community Pool provide alternate hours for patrons over the age of 50?

The proposed resolution/SOPs recommend some restriction, dependent upon use. The version of the Standard Operating Procedures proposes alternate hours on Tuesdays and Thursdays and allows for staff to reduce or eliminate the alternate hours for lack of use.

- If yes as proposed, proceed to next question.
- If yes, but for more/less days of the week, make a motion to amend accordingly.
- If no, make a motion to amend Section 12 to remove part b.

Should the Mequon Community Pool hire additional staff for sanitizing and/or social distancing enforcement?

The version of the Standard Operating Procedures propose that sanitation will be completed by regular staff by a sanitizer, in order to avoid the mid-day closure. If additional staffing is required, the Common Council will also need to authorize overspending the allocated budget.

- If no, proceed to next question.
- If yes, make a motion to approve the overspending of Account 110472 670101, Pool Salaries and amend Section 13 of the COVID-19 Standard Operating Procedures for the Mequon Community Pool to include any of the following (*this is the language approved for the 2020 pool season*):
 - c. Social Distancing Coordinator. The City shall have a dedicated social distancing coordinator on each shift. While on duty, they shall not have lifeguard responsibilities, but may be employed in that capacity on other shifts.

PARKS ATHLETIC FIELD USER GROUP GUIDING QUESTIONS

If the Public Works Committee or Common Council determine to follow Recommendation #3: Table the resolution and provide feedback to staff on requested amendments or considerations to be included in a revised resolution to be presented at the May meeting, the following list of questions can serve as a guide for those proposed amendments. If either body elects to pursue Recommendations #1, 2 or 4, this document is not required.

Should the City of Mequon restrict League Play?

The proposed resolution/SOPs recommend no restriction on League Play.

- If no, proceed to next question.
- If yes, make a motion to amend the resolution with restrictions. In 2020, the following restrictions were in place:

League Play Defined. League Play is defined as regular or post season play, including Round Robin Play, where the host user group is comprised primarily of Mequon or Thiensville residents. Regular and post season includes practices and games where at least one of the teams is comprised primarily of Mequon or Thiensville residents, but the opponent may be a non-resident team. Round Robin Play may include up to four teams, where a minimum of one of those teams is comprised primarily of Mequon or Thiensville residents. League Play may include multiple games played simultaneously on multiple fields. User groups shall be limited to no more than two practices or games at each field per day during League Play. Game play outside of these regulations shall be considered tournament play and follow Section 9 of this exhibit. League play must follow all other requirements of the Parks Athletic Field User Group Standard Operating Procedures Due to COVID-19.

Should the City of Mequon restrict Tournament Play?

The proposed resolution/SOPs recommend no restriction on Tournament Play.

- If no, proceed to next question.
- If yes, make a motion to amend the resolution with restrictions. In 2020, the following restrictions were in place:

Tournaments. Tournaments shall be permitted, provided they meet all of the terms of Exhibit B, and adhere to the following:

- a. Residency. A minimum of 25% of the teams participating in the tournament shall be comprised primarily of Mequon or Thiensville residents.
- b. Maximum Encumbrance of Parks. No tournament may utilize more than two parks on the same day.
- c. Maximum Encumbrance of Fields. Simultaneous game play shall be restricted as a means of crowd control. No tournament may include simultaneous game play exceeding these restrictions:
 - One field at Rennie Field
 - Two fields at Rotary Park
 - Two fields at River Barn Park
 - One field at Lemke Park
- d. Minimum Time Between Games. In an attempt to control crowds associated primarily with loitering, there shall be a minimum of one hour between the end of one game and the beginning of the next game. User groups shall encourage players, parents and spectators to leave the park when not involved in the game being played.
- e. Tournament Staffing. Each tournament shall identify one person who will be responsible for administering all of the requirements of Exhibit B for the duration of the tournament.

The contact information for that person shall be provided to the Parks and Forestry Superintendent a minimum of one week prior to the tournament. Contact information shall include a mobile phone number for access for the duration of the tournament. That contact information will be shared with the Police Department, should there be an issue outside of normal City hours.

Should the City of Mequon restrict Concession Stands?

The proposed resolution/SOPs recommend no restriction on Concession Stands.

- If no, no further action required.
- If yes, make a motion to amend the resolution with restrictions. In 2020, the following restrictions were in place:
Concession Stands. Food and beverage distribution associated with a user group rental shall be restricted to pre-packaged, individual serving items.



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: April 13, 2021
SUBJECT: RESOLUTION 3826 A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same

Background

In 2014, the City entered into two separate State/Municipal Agreements (SMAs) with the Wisconsin Department of Transportation (WisDOT) for the design and construction of the Highland Road Interchange. The SMA obligated the City to fund the municipal share portion of the costs, with a total obligation not to exceed \$3,505,000.

The City subsequently executed an Intergovernmental Agreement (IGA) with Ozaukee County to split the municipal share portion of the costs evenly, with each party responsible for 50% of the cost.

Analysis

After execution of the SMAs, the I-43 North/South Corridor project, which includes the Highland Road Interchange, failed to receive funding through state budget approvals. Therefore, the project was delayed for several years prior to securing funding.

With the project moving forward towards construction, WisDOT requested an amendment to the SMA to address several administrative changes including:

- Consolidation of design and construction costs
- Enumeration of the Project I.D.

Modifications to the SMA also impact some of the language of the IGA. Therefore, approval of the revised SMA also requires an amendment to the IGA.

The proposed SMA is attached to this memo, as well as the proposed amendment to the IGA. A redlined markup of the original SMA is also attached to highlight the modifications to the document.

Fiscal Impact

The municipal share portion of the financial obligation remains capped at \$3,475,000. The \$30,000 reduction is attributed to the elimination of municipal street lighting.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution authorizing execution of the amended State/Municipal Agreement with the Wisconsin Department of Transportation for the Highland Road Interchange and subsequent authorization for the amendment to the Intergovernmental Agreement with Ozaukee County for the same.

Attachments:

Revised SMA (PDF)

IGA Amendment (PDF)

1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3826

A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same

RECITALS

A. Resolution 3205 approved the State/Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for the design of the Highland Road Interchange.

B. Resolution 3213 approved the SMA with WisDOT for the construction of the Highland Road Interchange.

C. Resolution 3226 approved the Intergovernmental Agreement (IGA) between the City of Mequon and Ozaukee County to split the municipal share cost of the SMA.

D. WisDOT has requested an administrative amendment combining the two previous SMAs and issuing a new Project I.D.: 1229-04-05/76. The amendment does not impact the fiscal responsibility assigned as the municipal share.

E. The revised SMA replaces those approved in Resolutions 3205 and 3213 and requires an amendment to the IGA approved by Resolution 3226.

F. The Public Works Committee recommended approval of the SMA and amendment to the IGA at its meeting on April 13, 2021.

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

1. The revised State/Municipal Agreement for Project I.D.: 1229-04-05/76 is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The amendment to the Intergovernmental Agreement (IGA) between the City of Mequon and Ozaukee County is approved, subject to Ozaukee County approval of the same and 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: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



**1st REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement with project ID 1229-04-05 signed by the Municipality on February 21, 2014 and signed by DOT on March 4, 2014 and the agreement identified with the project ID's of 1229-0x-0x/2x/7x signed by the Municipality on May 15, 2014 and signed by DOT on May 20, 2014

Revised Date: September 16, 2020

Date: April 8, 2014

I.D.: 1229-04-05/76

Road Name: IH 43

Limits: Highland Road Interchange

County: Ozaukee

Roadway Length: 0.50 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 effect 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).

TABLE 1: SUMMARY OF COSTS

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	1	\$ 600,000	\$ 544,000	BAL	\$ 56,000	LSUM
Real Estate Acquisition: Acquisition		\$ -	\$ -	100%	\$ -	0%
Compensable Utilities		\$ -	\$ -	100%	\$ -	0%
Construction: Participating	2	\$ 25,500,000	\$ 17,506,000	BAL	\$ 7,994,000	LSUM
CSS	3, 5	\$ 225,000	\$ 225,000	MAX	\$ -	BAL
Washington RD Intersection	4		\$ -	80%	\$ (4,600,000)	20%
Non-Participating	5	\$ 25,000	\$ -	0%	\$ 25,000	100%
Total Cost Distribution		\$ 26,350,000	\$ 18,275,000		\$ 3,475,000	

* See Item 9 Basis for local participation in Terms and Conditions

1 Plan development costs from State Municipal Agreement dated Nov 4, 2013 are included in municipality maximum in note 2 below

2 After STH 167/Port Washington intersection credit, Maximum Municipal Funds not to exceed \$3,450,000. This Maximum is cumulative for the design and construction project phases.

3 CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 20, 2014. The CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the CSS commitment preceded the enactment of Act 55 CSS costs are allowed on the project.

4 The construction of the Highland Road Interchange will facilitate a modified design for the STH 167/Port Washington Rd. intersection that is part of the Mequon Interchange (I43/STH 57/Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide \$4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a \$4,600,000 credit for the Municipality.

5 Costs for CSS and Non-participating work are not included in the Municipal maximum funds.

This request is subject to the terms and conditions that follow (pages 2 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

Signed for and in behalf of the **City of Mequon** (please sign in blue ink)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State (please sign in blue ink)

Name	Title SE Region Planning Chief	Date
------	---------------------------------------	------

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed 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 that show 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 any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. 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 bridge 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.
4. 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) Parking lane costs.
 - (f) 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.
5. 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.

6. If the Municipality should withdraw from the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project 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. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) 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.
 - (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) 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.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
 - (a) Funding for preliminary engineering, a lump sum amount of \$56,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
 - (d) Funding for construction of standard roadway items, a lump sum amount of \$7,994,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.
 - (e) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$225,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the

project limits. CSS maximum approved with previously signed SMA on May 20, 2014. CSS items are not included in the Municipal funding cap identified in 9(h) below.

- (f) Funding for non-participating items 100% Municipality. Non-participating items are not included in the Municipal funding cap identified in 9(h) below.
- (g) The construction of the Highland Road Interchange will facilitate a modified design for the STH 167/Port Washington Rd. intersection that is part of the Mequon Interchange (I43/STH 57/Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide \$4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a \$4,600,000 credit for the Municipality.
- (h) After STH 167/Port Washington Road Intersection credit, Municipal funding cap not to exceed \$3,450,000 for all phases identified with note 1 and 2 in Table1: Summary of costs on page 2.

[END]

**AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MEQUON AND THE COUNTY OF OZAUKEE**

THIS AMENDMENT, entered into this ____ day of _____, 2021, by and between the City of Mequon, a municipal corporation located in Ozaukee County, Wisconsin (“the City”, or alternatively, “Mequon”) and Ozaukee County, a municipal corporation (“the County”), modifies the Agreement previously executed by the City and the County on June 4, 2014.

Per the request of the Wisconsin Department of Transportation (WisDOT), the original Agreement is hereby amended as follows:

Section II.A.3. is hereby created as follows:

3. At the request of the Wisconsin Department of Transportation (WisDOT), the City approved a revised State/Municipal Agreement with WisDOT by Resolution 3826 on April 13, 2021 with no fiscal impact to the Parties.

The State-let Highway Project, I.D. number referenced in Section II.B.1. is hereby repealed and replaced as follows: 1229-04-05/76.

Exhibit A is repealed in its entirety and replaced with the attached document.

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

CITY OF MEQUON

John Wirth, Mayor

Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this ____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Attachment: IGA Amendment (RESOLUTION 3826 : Amend WisDOT SMA/Ozaukee County IGA for Highland Road Interchange)

Approved as to Form:

 Brian C. Sajdak
 Mequon City Attorney

COUNTY OF OZAUCKEE

 Lee Schlenvogt, County Board Chairman

 Julianne B. Winkelhorst, County Clerk

STATE OF WISCONSIN)
) ss.
 OZAUCKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission: _____

Approved as to Form:

 Rhonda Gorden
 Ozaukee County Corporation Counsel

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: May 20, 2014

SUBJECT: Project Agreement

Project Number: 1229-0x-0x/2x/7x – Initial

Road Name: IH 43

Project Limits: Highland Rd Interchange

Municipality: City of Mequon, Ozaukee

Funding items: -

PROGRAM: 302

NOTES: -

The attached agreement has been approved by regional designee.

Region: SE



STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

This agreement supersedes the agreement with project ID 1229-04-05 signed by the Municipality on February 21, 2014 and signed by DOT on March 4, 2014 and the agreement identified with the project IDs of 1129-0x-0x/2x/7x signed by the Municipality on May 15, 2014 and signed by DOT on May 20, 2014

Date April 8 2014

I.D.: 1229-0x-0x/2x/7x 1229-04-05/76

Road Name: IH 43

Limits: Highland Rd Interchange

County: Ozaukee

Roadway Length: 0.50 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 effect 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: As determined by project scoping

A nominal amount is included to cover items in paragraph 4

TABLE 1: SUMMARY OF COSTS (to be adjusted in the final plan)

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:			544,000	BAL	56,000	LSUM
Plan Development (ID 1229-04-05)	1	\$ 600,000	\$ 300,000	50%	\$ 300,000	50%
Plan Development (ID 1229-0x-0x)	2	\$ 900,000	\$ 450,000	50%	\$ 450,000	50%
Real Estate Acquisition:				100%		0%
Acquisition	2	\$ 1,500,000	\$ 750,000	50%	\$ 750,000	50%
Compensible Utilities	2	\$ 100,000	\$ 50,000	50%	\$ 50,000	50%
Construction:		25,500,000	17,506,000	BAL	7,994,000	LSUM
Participating	2	\$ 11,000,000	\$ 5,500,000	50%	\$ 5,500,000	50%
Bridge	2	\$ 4,000,000	\$ 3,000,000	75%	\$ 1,000,000	25%
CSS	3, 5	\$ 225,000	\$ 225,000	MAX		BAL
Lighting	5	\$ 60,000	\$ 30,000	50%	\$ 30,000	50%
STH 167/Port Washington Rd Inter	4	\$ -	\$ -	80%	\$ (4,600,000)	Credit
Non-Participating	5	25000	\$ -	0%	\$ 25,000	100%

Total Cost Distribution:

\$ 18,410,000	\$ 10,305,000	\$ 3,505,000
26,350,000	18,275,000	3,475,000

*See Item 9 Basis for local participation in Terms and Conditions

1 Plan development costs from State Municipal Agreement dated November 4 2013 are included in Municipality maximum in note 2 below

2 After STH 167/Port Washington intersection credit, maximum Municipal Funds not to exceed \$3,450,000. This maximum is cumulative for all project phases. Construction and state funding is contingent upon enumeration in the

Majors Program - CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 20, 2014. The CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the

3 Community Sensitive Solutions (CSS) - maximum State/Federal funds \$225,000, any amount that exceeds this maximum is to be funded with 100% Municipal funds.

4 The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 /Port Washington intersection as part of the Mequon Interchange by \$4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a \$4.6 million credit for the Municipality.

5 Costs for lighting, CSS, and Non-participating work are not included in the Municipal maximum funds

CSS commitment preceded the enactment of Act 55 CSS costs are allowed on the project.

This request is subject to the terms and conditions that follow (pages 2 – 4)⁵ and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)		
Name <i>[Signature]</i>	Title <i>Mayor</i>	Date <i>5-15-14</i>
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>Shawn Schmitt</i>	Title <i>SE REGION PLANNING CHIEF</i>	Date <i>5/20/14</i>

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed 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 that show 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 any moneys otherwise due and payable by the State to the Municipality. **The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.**
3. 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 bridge 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.
4. 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) Parking lane costs.
 - (f) 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.
 5. 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.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project 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. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions. (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) 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.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items. (CSS)
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) 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.

- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
- 9. Basis for local participation: **Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.**
 - a) **Funding for preliminary engineering; 50% State and 50% Municipality, based on the cost share policy for new access. Preliminary engineering will be included in the Municipality funding cap identified in 9(k) below. , a lump sum amount of \$56,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.**
 - b) **Funding for real estate required for standard roadway construction; 50% State and 50% Municipality, based on the cost share policy for new access. Real Estate will be included in the Municipality funding cap identified in 9(k) below. , 100% State**
 - c) **Funding for compensable utilities required for standard roadway construction; 50% State and 50% Municipality, based on the cost share policy for new access. Compensable utilities will be included in the Municipality funding cap identified in 9(k) below. , 100% State.**
 - d) **Funding for the bridge is 75% State and 25% Municipal. This cost share was derived from the combination of these two cost share elements: (1) State funding 100% of the reconstruction of the current bridge footprint. (2) State funding 50% and Municipal funding 50% of the extra bridge width required for the construction of the interchange. Bridge funding will be included in the Municipality funding cap identified in 9(k) below.**
 - e) **Funding for construction of standard roadway items; 50% State and 50% Municipal, based on the cost share policy for new access. Standard roadway items will be included in the Municipality funding cap, identified in 9(k) below.**
 - f) **Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$225,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS is not included in the Municipal funding cap identified in 9(k) below.**
 - g) **Funding for street lighting; 50% State and 50% Municipal, based on cost share policy. Street lighting is not included in the Municipal funding cap identified in 9(k) below.**
 - h) **Funding for non-participating items 100% Municipality. Non-participating items are not included in the Municipal funding cap identified in 9(k) below.**
 - i) **The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 and Port Washington Road Intersection by \$4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a \$4.6 million credit for the Municipality.**
 - j) **In the event that the Municipality is able to obtain other funding for the construction of the Highland Road approach to the bridge, that work will be removed from the project total cost and will not be included in the 50% Municipal cost share.**
 - k) **After STH 167/Port Washington Road Intersection credit, Municipal funding cap not to exceed \$3,450,000 for all phases identified with note 2 in Table 1: Summary of Costs on page 1.**

[END]



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Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 13, 2021
SUBJECT: RESOLUTION 3835 A Resolution Authorizing City Staff to Exceed the Public Works Equipment Replacement Capital Account Balance by \$225,000 During 2021 for the Purchase of a New Loader Vehicle with Snowplow and Wing Attachments

Background

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

In order to provide more efficiency during winter snow removal operations, staff is requesting authorization for a one-time expenditure for the purchase of a new loader with the appropriate snowplow and wing attachments to aid in citywide snow removal efforts. Please see the attached memo from Highway Division Superintendent, Rich Haczynski, which explains and justifies the efficiencies that could be realized by adding a new loader to the fleet. In addition to the points made in the memo by Supt. Haczynski, there were several times during this last winter that DPW had every available snowplow on the road clearing snow, including the grader and the current loader. There are currently two vacancies in the Highway Division. Once at full staff, there will be two more plow drivers available that could be utilized during any given snow event.

Analysis

In 2018, the City contracted with Mercury Associates, Inc. for a Fleet Rightsizing and Replacement Study. The rightsizing aspect of the study's report was realized shortly after the Mercury study and recommended units in the fleet were eliminated. The fleet replacement aspect of the study gave recommended replacement cycles and annual budget expenditure recommendations. The current DPW equipment replacement budget is less, and the current equipment replacement cycle is greater, than the recommendations of the study. In light of this, staff does not recommend adding a new piece of equipment at the sacrifice of replacing the existing equipment listed below.

2021 Equipment Replacement Staff Recommendation (in priority order)

<u>Unit #</u>	<u>Year</u>	<u>Description</u>	<u>Estimate</u>	<u>Comments</u>
318	2001	Plow Truck	\$195,000	Frame of dump box rusted beyond repair.

339	1961	Rubber Tire Roller	\$39,000	60 years old, unreliable, and unsafe
203	1999	1 Ton Pickup Truck	\$30,000	Pickup bed and lift gate rusted out.
403*	2009	1 Ton Dump Truck	\$9,000	*Replacing dump box only - rusted out.
456	2012	Zero Turn Mower	\$14,000	Used daily in summer and needs replacing.
359	1997	Culvert Steamer	\$9,000	Vital to clear frozen culverts
354	1996	Asphalt Heater	\$8,000	Trailer and frame rusted out.
516*	2011	Buildings Vehicle	<u>\$9,000</u>	*Replace with used Sewer Utility truck
			\$313,000	

Fiscal Impact

The DPW Equipment Replacement account balance is currently \$408,000. Sale of the above listed equipment at auction is estimated to total approximately \$20,150. Unit 409 was approved and ordered for \$70,500 last year, but to date has not been delivered. The 2021 lease payment for the four Chevy Malibu City Hall pool vehicles is \$19,650. Considering the sale of equipment and these two current obligations, the remaining account balance available for equipment replacement in 2021 is **\$338,000**. The estimated cost of a new loader with snowplow and wing is \$250,000.

According to the Fleet Rightsizing and Replacement Study, cost savings realized from the rightsizing of the fleet were projected to be \$71,000 in 2019 and \$174,000 in 2020 for a total of \$245,000. The savings from rightsizing was projected to be \$121,000 in 2021.

Each equipment purchase that requires Public Works Committee and Common Council approval will come before the bodies with associated resolutions authorizing the purchase. For any purchase(s) that exceed the allocated budget for 2021, staff will provide a source for the funds. Based upon seven (7) current vacancies within the Department, it is anticipated that the majority of funding needed to finance this supplemental purchase can be fulfilled with anticipated salary and benefit savings that have been, or that will continue to be, realized into mid-2021. Accordingly, and pending the Common Council's concurrence with staff's recommendation as proposed, a forthcoming resolution memorializing the necessary transfer of funds to account for this additional, one-time expenditure will be presented once final vehicle and equipment purchase prices have been obtained.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 13, 2021.

Attachments:

Memo from Highway Superintendent (DOC)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3835

A Resolution Authorizing City Staff to Exceed the Public Works Equipment Replacement Capital Account Balance by \$225,000 During 2021 for the Purchase of a New Loader Vehicle with Snowplow and Wing Attachments

A. Historically, the combination of DPW Highway Division staffing levels and the matching pieces of equipment in the DPW fleet accomplished snow removal for a significant snow event in five to six hours.

B. In the last ten years, the City's street network has grown by approximately five miles of subdivision streets and includes twenty-two additional cul-de-sacs.

C. With the additional streets and cul-de-sacs, snow removal times are trending towards approximately eight hours to complete, and cleanup after the snow event is taking even longer.

D. While in 2020 DPW staffing was supplemented with the addition of two Forestry Division workers who are also called upon for snow removal, during the 2020/2021 winter snow season the Highway Division operated with two highway worker vacancies.

E. In several of the 2020/2021 snow events, every available piece of snow plowing equipment in the fleet was on the road. When the Highway Division is back to full staff, there will be a need for more snow removal equipment.

F. The current DPW fleet includes one loader outfitted with a snowplow and wing which has been shown to be more efficient for snow removal in dead ends, courts, and cul-de-sacs by a ratio of three to one when compared to a standard snowplow truck.

G. Areas of the City with large concentrations of courts and cul-de-sacs are spread out miles apart in the City and take significant amount of travel time to get to with just one loader.

H. The DPW Highway Division recommends the addition of one more loader outfitted with snowplow and wing aid in snow removal and cleanup in order to reduce snow removal time back down to the five to six-hour time frame.

I. The DPW fleet was rightsized in 2018, and according to the Fleet Rightsizing & Replacement Study saved a projected total of \$245,000 in 2019 and 2020.

J. A subsequent purchase resolution will include the source of funds and associated budget transfer in connection with this additional equipment purchase in 2021, as proposed.

K. The Committee on Public Works, at its meeting on April 13, 2021 approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that Staff is authorized to exceed the current available funds in the equipment replacement capital account by \$225,000 for the purchase of a new loader with snowplow and wing attachments, in addition to replacement of existing equipment in the DPW fleet during Fiscal Year 2021.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



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Public Works Department

Date: March 19, 2021
To: Tim Weyker, Deputy Director of Public Works
From: Rich Haczynski, Highway Superintendent
Subject: Need for a Second Pay Loader with Plow & Wing

Reasons the Department of Public Works needs another loader for snow plowing:

In the last 10 years the City of Mequon has given 3.69 miles of straight easy to plow roads to Ozaukee County to maintain. In the same 10 years we have acquired 5.26 miles of road which is subdivisions, including many courts and dead-end stubs. In 2004, the Public Works Department had 299 cul-de-sacs and dead ends. Today the department has 321 cul-de-sacs and dead ends to maintain which are very hard and time consuming to plow with a big plow truck. These trucks do not turn the greatest when pushing snow. In all courts we try and push most of the snow to the inside of the court, so we do not fill all the driveways with a wall of snow. The loader pivots in center and can wrap around a court very easy. Right now, we have one loader with plow and wing set up for plowing (first got the loader to help in courts in 1985). The route we have for the loader has been in place since 2004 and consists of 45 courts to plow. This route takes about 5.5 hours at which point the loader jumps over to help in other sections with courts to try to get routes done faster. Now a complete clean up with 15 trucks and loader is taking close to 8 hours as compared to 10 years ago when it took 5.5 to 6 hours.

My plow drivers struggle to get through all these new courts, so we decided to do a time test in one of our newest subdivisions, the Enclave. During a large heavy snow event we had a truck and loader do the exact same courts, just opposite sides of the street. What we observed was the loader had no problem doing the court completely in seven minutes. The truck on the other hand had problems getting around the court and took him twenty-three minutes to finish. In that time, the loader did two other courts. This determined that the loader does three courts in the same time as a truck can do one. If we could add another loader to our fleet, I hope to get our complete plow clean up time back to the 5.5 to 6 hours instead of the 8 hours it is taking us now with all the new roads we have acquired.

In 1985 the City of Mequon had one loader with plow and wing set up to help with courts. Since 1985 many courts and dead ends have been added to the City of Mequon. Plow routes have gotten bigger and in turn are taking more time. I feel if we can add another loader with plow and wing to our routes, we could improve our time on getting the roads cleared to that 5-6 hour mark instead of 8 hours.



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Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 5, 2021
SUBJECT: RESOLUTION 3828 A Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller from Centex Equipment Sales of Early, Texas for a Total Cost of \$39,000

Background

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

The equipment purchase/replacement presented in the attached resolution represents only the first of the proposed purchases for 2021. Additional equipment replacements will be brought forward for consideration at future meetings. This purchase is to replace Unit 339 (1961 Bros Rubber Tire Roller). The 60-year-old roller has reached the end of its useful life and is considered unsafe to operate. The steering and braking systems on this roller are worn out and prone to failure at any time. Due to its age, parts for this roller are becoming very difficult to find. This vintage roller also did not have many of the safety features found on newer rollers. Of major concern is the lack of any roll over protection for the operator since this machine is often operated along the sides of our roads near steep ditches and embankments.

Analysis

The function of this machine is vital for compaction efforts while shouldering roads and grading and compacting Hawthorne Road. Because the use of this machine is seasonal, and considering the limited hours put on the machine every year, staff has determined that this replacement does not require a new machine, but rather only requires updating the machine to a newer model with the necessary safety features and extended useful life. Staff is recommending a 2016 Dynapac CP142 nine-wheel rubber tire roller. A comparable new 2021 roller in this class is a Dynapac CP1200 which retails for \$77,600. Staff has obtained several other comparable used equipment quotes (see attached) but feels that the 2016 model's condition combined with the current low 376 hours on the machine make it the best value overall.

Fiscal Impact

The cost for this roller is \$36,500 plus \$2,500 for delivery for a total of \$39,000. There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 for this purchase as recommended. The old unit will be sold on the

Wisconsin Surplus Online Auction with the proceeds going back to the equipment replacement account.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution approving the purchase of a 2016 Dynapac CP142 nine-wheel rubber tire roller from Centex Equipment Sales, Early, Texas for \$39,000.

Attachments:

2016 Dynapac (PDF)

New Dynapac (PDF)

2009 Dynapac (PDF)

2015 Dynapac (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3828

A Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller
from Centex Equipment Sales of Early, Texas for a Total Cost of \$39,000

RECITALS

A. The DPW Highway Division utilizes a rubber tire roller for compaction during road shouldering operations and when grading and compacting Hawthorne Road.

B. The current City unit 339 is a 1961 model that is no longer dependable, is difficult to get repair parts for, and lacks desired safety features.

C. The DPW Fleet Division received price quotations for several replacement options including both new and used models, and has determined that the most cost beneficial model is a 2016 Dynapac CP142 nine wheel rubber tire roller with under 400 hours from Centex Equipment Sales in Early, Texas for a delivered cost of \$39,000.

D. Adequate funds are available in the Department of Public Works equipment replacement fund, Account # 410787-725012-10359.

E. The Committee on Public Works, at its meeting on April 13, 2021 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 purchase a 2016 Dynapac CP142 nine wheel rubber tire roller from Centex Equipment Sales in Early, Texas for a delivered cost of \$39,000, including executing any necessary contractual documents which are subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

2016 DYNAPAC CP142



GBP **£26,207**

Price entered as: USD **\$36,500**

Seller Information

Centex Equipment Sales
Early, Texas, USA 76802

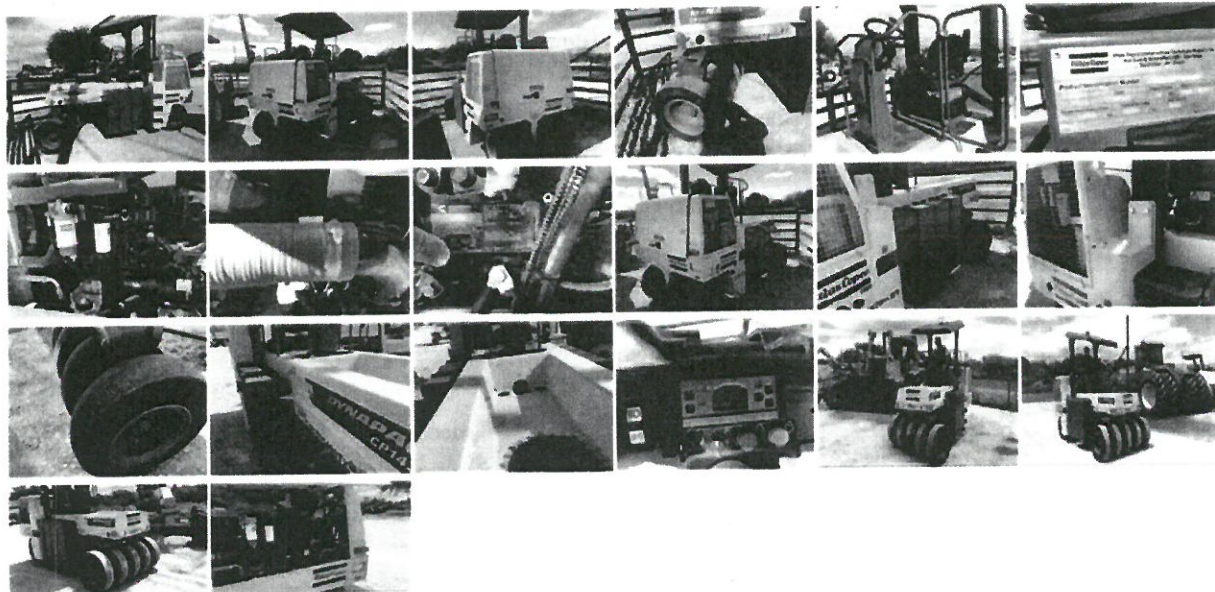
Phone: **+1 817-480-2095**

Contact: **Quade Driskill**

[Video Chat With This Dealer](#)

Machine Location:

3755 Hwy 84 East
Early, Texas, USA 76803



[Hide Thumbnails](#)

Description

like new 9 wheel roller cummins diesel like new

Specifications

Year	2016	Manufacturer	DYNAPAC
Model	CP142	Hours	376
Condition	Used	ROPS	Open

Dynapac CP1200

Pneumatic rollers



NEW \$77,612.⁰⁰



Technical data



Masses

Operating mass (incl. ROPS)	12,200 lbs
Operating mass (incl. Cab)	12,900 lbs
Mass with max. ballast	26,700 lbs



Propulsion

Transmission	Hydrostatic, direct drive motors at rear tires
Theor. gradeability	30 %
Speed range	0-10 mph



Compaction

Rolling width	69 in
Tire overlap	0.5 in
Wheel loads, without ballast	1,367 lbs
Wheel loads, with max. ballast	2,954 lbs
Tire pressure, min	35 psi
Tire pressure, max	120 psi
Tire type (smooth)	7.50-15, 14 ply
Water spray system, type	Pressurized, electric pump
Water spray system, tank capacity	92 gal
Water spray system, spray nozzle	one per tire
Number of tires	5 front, 4 rear
Wheel oscillation (°)	±3



Engine

Manufacturer/Model	Cummins QSF 2.8 (Stage IIIB/Tier 4final)
Rated power, SAE J1995	74 hp @ 2,200 rpm
Type	Water cooled turbo Diesel
Fuel tank capacity	34 gal
Electrical system	12 V



Engine

Manufacturer/Model	Cummins QSB 2.8 (Stage IIIA/Tier 3)
Rated power, SAE J1995	55 kW (74 hp) @ 2,200 rpm
Type	Water cooled turbo Diesel



Hydraulic system

Driving	Axial piston pump with variable displacement. Axial piston motors with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrost. braking on drive wheels (rear)
Parking/Emergency brake	Failsafe multidisc brake in rear axle.

Find us locally at www.dynapac.us

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only; all informations are omitted without liability.

Packet Pg. 54

Attachment: New Dynapac (RESOLUTION 3828 : 2021 DPW Equipment Replacement Program - Rubber Tire Roller)

2009 DYNAPAC CP142 For Sale In Colton, California



For Sale Price: **\$32,500**

Rental Prices:
View Rental Prices

Contact Information

Dorado Equipment Corp.

9 Colton, California 92324

Phone: (909) 383-9535

WhatsApp: [@Message](#)

[Video Chat With This Dealer](#)

Contact: Guy Dabney



Specifications

Year	2009	Manufacturer	DYNAPAC
Model	CP142	Condition	Used
Hours	1180	Operating Weight	28,500 lb
Rolling Width	69 in	Stock Number	417

www.machinerytrader.com/listings/construction-equipment/for-sale/30978851/2009-dynapac-cp142?print=1

2015 DYNAPAC CP142 For Sale In Fort Worth, Texas

For Sale Price: **\$46,000**

Contact Information

STAR TRACTOR

Fort Worth, Texas 76106

Phone: (817) 441-2888

[Video Chat With This Dealer](#)

Contact: Don Larson



Description

OROPS, 9 wheel pneumatic roller

machinerytrader.com/listings/construction-equipment/for-sale/195393245/2015-dynapac-cp142?print=1

Attachment: 2015 Dynapac (RESOLUTION 3828 : 2021 DPW Equipment Replacement Program - Rubber Tire Roller)



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3831 A Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee, Wisconsin in an Amount Not-to-Exceed \$181,000

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 Annual Road Program. For the Crack Seal contract base bid, staff advertised for 30.96 miles of Crack Sealing at an estimated cost of \$160,117.

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

Analysis

Staff held a pre-bid conference on March 23, 2021 which was attended by only one potential bidder, Thunder Road of Genesee, Wisconsin.

A bid opening was conducted on March 30, 2021 and staff received five bids. The low base bid was \$89,451.60 from Wolverine Sealcoating of Jackson, Michigan. The low bid is approximately 44% less than the original estimate. Even though Wolverine Sealcoating had the lowest base bid amount, after including all the additive items the difference between Wolverine Sealcoating and the next lowest bidder, Thunder Road, was approximately \$6,895.

As the City has not done work with Wolverine Sealcoating in the past, staff contacted references provided by the company that were local to Wisconsin. During this discussion, one reference noted that they would not award to this contractor again due to past issues such as travel time for the contractor, poor traffic control practices, warranty concerns, poor communication, inadequate staffing, and non-compliance with contract specifications. Considering this reference's concerns, staff recommends awarding to the next lowest bidder, Thunder Road. Thunder Road attended the pre-bid conference to become more knowledgeable with Mequon's specific projects and has performed acceptable work for the City in the past as recently as last year.

Staff recommends awarding the 30.96 miles of base bid streets and additive items A1 - A45 which includes the entire list of additive items (17.32 miles) to Thunder Road of Genesee, Wisconsin.

	Wolverine Sealcoating	Thunder Road	American Pavement	Fahrner Asphalt	Denler
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			Solutions	Sealers	
Base Bid	\$89,451.60	\$102,165.00	\$107,032.80	\$114,005.00	\$121,363.20
Additive Bid Items A1 - A45	\$68,093.85	\$62,275.00	\$85,327.40	\$83,495.00	\$89,385.99
Total	\$157,545.45	\$164,440.00	\$192,360.20	\$197,500.00	\$210,749.19

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 \$181,000, which includes a contingency of approximately 10% for additionally authorized efforts. The contingency will not be used for additive bid items but 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 31, 2021. The bid opening sheet is attached.

Fiscal Impact

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

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 Crack Seal contract to Thunder Road, of Genesee, Wisconsin, for an amount not-to-exceed \$181,000.

Attachments:

3686-21 2021 Crack Sealing Area Map (PDF)
 2021 Bid Opening Sheet CS (PDF)
 3686-21 2021 Crack Sealing Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3831

A Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee,
Wisconsin in an Amount Not-to-Exceed \$181,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2021 Crack Sealing contract.

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

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

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

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$181,000.

F. The Committee on Public Works at its meeting on April 13, 2021, 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 2021 Crack Sealing Contract with Thunder Road of Genesee, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

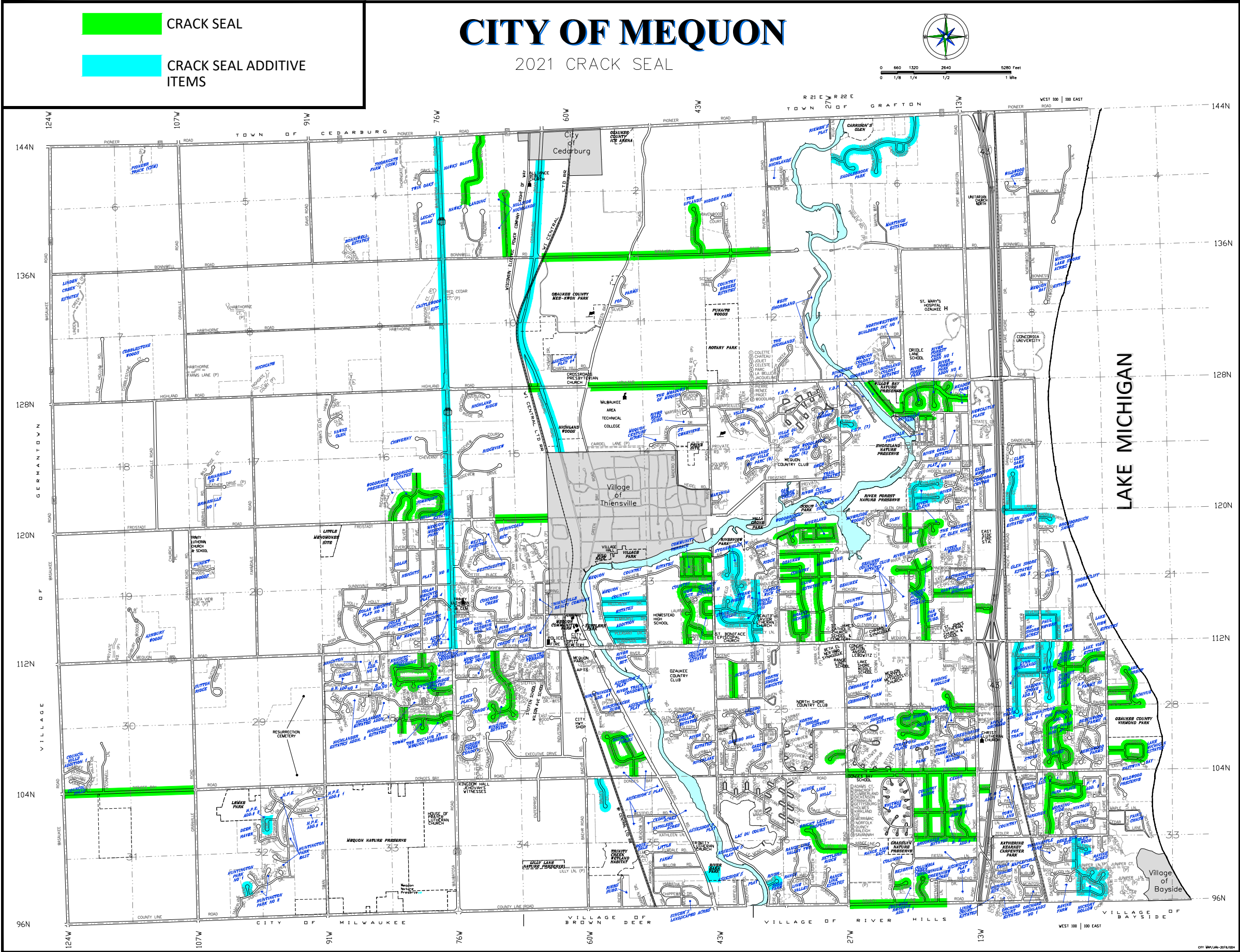
2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk





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

3.e.b

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2021 CRACK SEALING FILE #3686-21

BID OPENING: 3/30/2021 9:30 AM
DATE TIME

BIDDER	TOTAL BASE BID	ADDITIVE ITEMS	BASE BID WITH ADDITIVES
American Pavement Solutions	\$107,032.80	\$85,327.40	\$192,360.20
Denler	\$121,363.20	\$89,385.99	\$210,749.19
Wolverine Sealcoatings	\$89,451.60	\$68,093.85	\$157,545.45
Fahrner	\$114,005.00	\$83,495.00	\$197,500.00
Thunder Road	\$102,165.00	\$62,275.00	\$164,440.00

Attachment: 2021 Bid Opening Sheet CS (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 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	Donges Bay Road	Wasaukee Road	Granville Road	1.00	26	VL	
2	Freistadt Road	Springdale Court	PC Bridge	0.26	28	VL	
3	Highland Road	Green Bay Road	River Road	0.93	30	VVL	
4	Highland Road	Cedarburg Road	WI Central Railroad	0.10	40	2 Joints at Box Culvert	
5	Bonniwell Road	CN Railroad	Green Bay Road	0.62	22	VVL	
6	Bonniwell Road	Green Bay Road	Riverland Road	1.06	21	VL	
MAIN ROADS (East of Milwaukee River)							
7	Donges Bay Road	N Port Washington Road	Range Line Road	1.00	32	VL	

SUBDIVISION ROADS (West of Milwaukee River)

8	Burning Bush Lane	Elderberry Lane	Donges Bay Road	0.43	22	VL	
9	Elderberry Lane	Elderberry Court	Bayberry Parkway	0.19	22	M	
10	Elderberry Court	Elderberry Lane	Cul-de-sac	0.06	22	VL	
11	Bayberry Parkway	Cedarburg Road	Elderberry Lane	0.22	22	VL	
12	Oxford Court	Mequon Trail	End	0.10	22	L	
13	Mequon Trail	Mequon Road	Cul-de-sac	0.68	22	L	
14	Cambridge Court	Mequon Trail	End	0.10	22	L	
*15	Blackbird Court	Mourning Dove Lane	Cul-de-sac	0.06	26	H	
*16	Mourning Dove Lane	Firefly Court	Tree Sparrow Drive	0.24	24	H	
*17	Tree Sparrow Drive	Highlander Drive	End	0.20	22	H	
18	Knightsbridge Drive	Wauwatosa Road	Kensington Drive	0.68	22	VL	
19	Kensington Drive	Knightsbridge Drive	Elizabeth Court	0.360	22	VVL	
20	Winston Court	Knightsbridge Drive	Cul-de-sac	0.03	22	VL	
21	Knightsbridge Court	Kensington Drive	Cul-de-sac	0.05	22	VVL	
22	Elizabeth Court	Kensington Court	Kensington Drive	0.08	22	VVL	
23	Kensington Court	Knightsbridge Drive	Kensington Drive	0.02	22	VL	
24	Lincolnshire Drive	Mequon Road	Knightsbridge Drive	0.13	22	VVL	
25	Rolling Field Drive	Freistadt Road	Vega Avenue	0.53	22	L	
26	Silver Avenue	Freistadt Road	Vega Avenue	0.25	24	L	
27	Ridgway Avenue	Freistadt Road	Vega Avenue	0.23	24	L	
28	Vega Avenue	Surface Change	End	0.17	16	VVL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 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				
29	Vega Avenue	Silver Avenue	Surface Change	0.08	24	L	
30	Foxtail Lane	Bonniewell Road	Cul-de-sac	0.41	20	VVL	
31	Hillside Drive	Bonniewell Road	Cul-de-sac	0.51	18	VVL	
32	Pine Bluff	Pioneer Road	3,433 ft South	0.65	20	L	
SUBDIVISION ROADS (East of Milwaukee River)							
33	County Line Road	Only 375 ft East of	Greenview Lane	0.74	22	VVL	
34	Columbia Creek Lane	County Line Road	Cul-de-sac	0.25	22	L	
*35	Columbia Court	Columbia Drive	Cul-de-sac	0.11	22	H	
36	Hidden Lake Road	Range Line Road	Cul-de-sac	0.50	22	M	
37	Aster Lane	Waterleaf Drive	Trillium Road	0.34	22	VVL	
38	Waterleaf Drive	Zedler Lane	Trillium Road	0.42	22	VVL	
39	Trillium Road	Waterleaf Drive	Aster Lane	0.27	22	VVL	
40	Chicory Lane	Donges Bay Road	Trillium Road	0.11	22	VVL	
41	Waterleaf Court	Trillium Road	Cul-de-sac	0.06	22	VVL	
42	Ranchito Lane	N Port Washington Road	End	0.13	22	VL	
43	Zedler Lane	Grasslyn Road	N Port Washington Road	0.49	22	VVL	
44	Brookdale Drive	Zedler Lane	End	0.27	22	L	
45	Greenview Drive	Zedler Lane	Donges Bay Road	0.50	22	VL	
46	Sunnycrest Drive	Zedler Lane	Donges Bay Road	0.50	22	VL	
47	Clover lane	Grasslyn Road	Brookdale Drive	0.37	22	VL	
48	Circle Road	Lake Shore Drive	Around Circle	0.60	22	VVL	
49	Ravine Drive	Lake Shore Drive	Cul-de-sac	0.26	23	L	
50	Lake View Road	Ravine Drive	Cul-de-sac	0.29	23	VVL	
51	North Point Road	Lake Shore Drive	Lake View Road	0.19	18	VVL	
52	Pine Ridge Drive	Donges Bay Road	Wood Crest Court	0.42	22	L	
53	Birch Court	Wood Crest Drive	Cul-de-sac	0.07	22	L	
54	Pine Ridge Circle	Pine Ridge Drive	Pine Ridge Drive	0.21	22	L	
55	Wood Crest Drive	Pine Ridge Drive	Wood Crest Court	0.68	22	M	
56	Pebble Lane	Mequon Road	Cul-de-sac	0.50	21	VVL	
57	Highview Drive	Lake Shore Drive	Cul-de-sac	0.41	21	VVL	
58	Lake Side Road	High View Drive	End	0.05	21	VVL	
*59	Winding Hollow lane	N Port Washington Road	Cul-de-sac (C&G at Medians)	0.31	22	M	
60	Hidden Reserve Court	Hidden Reserve Circle	Cul-de-sac	0.46	22	VVL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 CRACK SEALING

* - Curb & gutter joint to be routed & sealed							Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	PRICE/STREET
ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)			
		FROM	TO					
61	Hidden Reserve Circle	Sunnydale Lane	Hidden Reserve Court	0.35	22		M	
62	Range Line Circle	Range Line Road	Cul-de-sac	0.16	22		VVL	
63	Westview Lane	Haven Avenue	Scenic Avenue	0.28	21		VVL	
*64	Venture Court	N Port Washington Road	Cul-de-sac	0.15	36		VVL	
65	Homestead Trail	Country lane	Curb near N Port Washington	0.28	21		VL	
66	Homestead Trail	N Port Washington Road	End of Curb	0.03	40		M	
67	Valley Drive	Mequon Road	Oriole Lane	0.45	21		L	
68	Hillside Lane	Valley Drive	Riverbend Court	0.25	21		VL	
69	Ranch Road	Country Lane	Cul-de-sac	0.32	21		M	
70	Oriole Lane	Wildwood Drive	Glen Oaks Lane	0.25	22		VVL	
71	Country Lane	Willow Parkway	Woodside Lane	0.13	21		L	
72	Woodside Lane	Country lane	Cul-de-sac	0.14	22		VL	
73	Woodside Court	Woodside Lane	Cul-de-sac	0.08	22		VL	
74	Bobolink Lane	Mequon Road	Grace Avenue	0.68	21		VVL	
75	Mulberry Drive	Mequon Road	Riverland Drive	0.77	21		L	
76	Rosewood Drive	Mulberry Drive	Chestnut Road	0.24	21		L	
77	Ranch Road	Riverland Road	St James Lane	0.44	21		VL	
78	Grace Avenue	Riverland Drive	St James Lane	0.44	21		VL	
79	Riverland Drive	Riverland Road	Schwemer Lane	0.44	17		L	
80	Pheasant Court	Riverland Drive	Cul-de-sac	0.09	24		L	
81	Auer Lane	Riverland Drive	Sholes Drive	0.08	16		M	
82	Sholes Drive	Auer Lane	Schwemer Lane	0.23	17		L	
83	La Porte Road	Riverland Drive	Sholes Drive	0.08	14		L	
84	Schwemer	Sholes Drive	Riverland Drive	0.07	17		L	
85	Squire Road	Country View Drive	Surface Change	0.08	22		VVL	
86	Squire Road	Surface Change	River Road	0.16	22		M	
87	Country View Drive	Mequon Road	Surface Change	0.58	24		VL	
88	Country View Drive	Surface Change	River Road	0.13	22		M	
89	Laurmark Court	Country View Drive	Cul-de-sac	0.04	22		VVL	
90	Carriage Court	River Road	River Road	0.25	22		M	
91	Laverna Ave	Parkview Drive	River Road	0.25	22		M	
92	Eugene Avenue	Laverna Avenue	Grace Avenue	0.15	20		VVL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

PRICE SCHEDULE – 2021 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				
93	Annette Avenue	Laverna Avenue	Grave Avenue	0.15	20	VL	
94	Austin Avenue	Laverna Avenue	Grace Avenue	0.15	20	L	
95	Grace Avenue	River Road	Austin Avenue	0.19	20	L	
96	Park Drive	Dorothy Place	River Forest Drive	0.14	22	VL	
97	Dorothy Place	Circle Drive	Pilot Drive	0.10	22	VL	
98	East Shoreland Drive	Highland Road	Circle Drive	0.35	22	L	
99	Maplecrest Lane	Highland Road	End to South	0.21	22	M	
100	River Forest Circle	River Forest Drive	Around Circle	0.24	24	L	
101	River Forest Drive	Circle Drive	Maple Crest Lane	0.37	22	L	
102	River Forest Drive	Maple Crest Lane	N Port Washington Road	0.27	32	M	
103	Forest Court	River Forest Drive	Cul-de-sac	0.07	22	M	
104	Circle Drive	Dorothy Place	East Shoreland Drive	0.19	22	VL	
TOTAL BID:							

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

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/STREET
		FROM	TO				
MAIN ROADS (East of Milwaukee River)							
A1	Wauwatosa Road	Mequon Road	Pioneer Road	4.00	30	M	
A2	Cedarburg Road	City of Cedarburg	Village of Thiensville	2.31	30	VVL 5% C/L Paving Joints	
SUBDIVISIONS (West of the Milwaukee River)							
A3	Baldev Court	Donges Bay Road	Cul-de-sac	0.25	26	H	
A4	Kent Court	Huntington Drive	Cul-de-sac	0.09	24	VVL	
A5	Foxkirk Circle	Foxkirk Drive	End	0.26	22	VVL	
A6	Lake Vista Court	Lake Park Court	Cul-de-sac	0.20	22	VVL	
SUBDIVISIONS (East of the Milwaukee River)							
A7	River Court	River Road	Cul-de-sac	0.10	22	VL	
A8	White Oak Way	Old Barn Road	Chowning Cross	0.16	22	VL	
A9	Chowning Cross	White Oak Way	Boundary Road	0.08	22	VL	
A10	Chowinng Square	Boundary Road	Cul-de-sac	0.09	22	VL	
A11	Boundary Road	Chowning Cross	Otto Road	0.28	24	VL	
A12	Boundary Square	Boundary Road	Cul-de-sac	0.06	24	M	
A13	Old Barn Road	White Oak Way	Boundary Road	0.12	22	VL	
A14	Otto Road	Zedler Lane	Boundary Road	0.25	22	VL	
*A15	Glenview Court	Otto Road	Cul-de-sac	0.08	22	H	
A16	San Marino Drive	Mequon Road	Cul-de-sac	0.56	22	VL	
A17	Monterey Lane	San Marino Drive	Wyngate Trace	0.27	21	VVL	
A18	Wyngate Trace	Mequon Road	Cul-de-sac	0.46	22	VVL	
A19	San Jose Lane	San Marino Drive	Bonnie Lynn Drive	0.22	22	VVL	
A20	Bonnie Lynn Drive	Mequon Road	Monterey Lane	0.25	21	VVL	
A21	Revere Road	Prairie View Lane	Lake Shore Drive	0.10	21	VVL	
A22	Revere Road	Lake Shore Drive	Mequon Road	0.30	21	VVL	
A23	Saddleworth Court	Lake Shore Drive	Cul-de-sac	0.11	22	VVI	
A24	Glen Oaks Lane	Lake Shore Drive	End	0.25	20	VL	
A25	Willow Glen Court	Glen Oaks lane	Cul-de-sac	0.33	22	L	
A26	Edward Drive	Glen Oaks Lane	Shoreland Drive	0.19	22	VL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)

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				
A27	River Glenn Lane	Glen Oaks Lane	Shoreland Drive	0.23	22	VVL	
A28	Thrush Lane	Shoreland Drive	Cul-de-sac	0.15	24	VVL	
A29	Justin Drive	Mequon Road	Mulberry Drive	0.53	22	L	
A30	Rudella Road	Justin Drive	Stonefield Road	0.35	22	L	
A31	Stonefield Court	Stonefield Road	Cul-de-sac	0.07	24	L	
A32	Canterbury Drive	Grace Avenue	Stonefield Road	0.52	22	L	
A33	Canterbury Court	Canterbury Drive	Cul-de-sac	0.05	22	L	
A34	Grace Court	Grace Avenue	Cul-de-sac	0.23	22	H	
A35	Stonefield Road	Justin Drive	River Road	0.35	22	L	
A36	Ashley lane	Justin Drive	End	0.08	22	L	
A37	Hillcrest Drive	Parkview Drive	Eastgate Drive	0.41	18	VL	
A38	Elmhurst Drive	Parkview Drive	Eastgate Drive	0.35	18	VL	
A39	Pleasant Drive	Parkview Drive	Eastgate Drive	0.34	18	L	
A40	Sunnyside Drive	Parkview Drive	Eastgate Drive	0.31	18	L	
*A41	Saddlebrook Lane	Pioneer Road	End	0.97	20	L	
A42	Saddlebrook Circle	Saddlebrook Lane	Saddlebrook Lane	0.18	20	VL	
*A43	Bridalpath Court	Saddlebrook lane	Cul-de-sac	0.26	20	VL	
A44	Cassel Lane	Saddlebrook Lane	End	0.11	20	VL	
PARKING LOTS (West of Milwaukee River, south to north)							
A45	River Barn Park	South 2 = 1,371 SY	South 3 = 2,465 SY			VL	

Attachment: 3686-21 2021 Crack Sealing Street List (RESOLUTION 3831 : 2021 Crack Sealing Contract)



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3830 A Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, in an Amount Not-to-Exceed \$188,000

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 Annual Road Program. For the GSB-88 Bituminous Seal contract base bid, staff advertised for 6.39 miles of GSB-88 Bituminous Pavement Sealing at an estimated total base bid cost of \$123,685.

Additive bids included 6.17 miles of additional GSB-88 Bituminous Sealing. The estimate for the additional streets was \$151,858. The additive bid items are bid per street so that any number of streets may be added in any combination. These additive bids were included to allow more work to be completed within budget depending on bid prices received for the entire 2021 Annual Road Program.

The total estimate for the combined base bid and additive items was \$275,543.

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

Analysis

The City received three bids for the 2021 GSB-88 Bituminous Seal contract with the low base bid of \$79,806 from Fahrner Asphalt Sealers, of Waunakee, WI. In the past, there has been only one other company that provides the sealing service. In 2021, the City received three bids.

The low bid is approximately 35% less than the original estimate. Staff recommends awarding the 6.39 miles of base bid streets and additive items A1-A25, which include two sections of the River Barn Parking Lot and an additional 6.17 miles of street pavement.

The sections of the River Barn Parking Lot were included in the bid as an alternate bid item. The prices are favorable for sealing these sections of parking lot. The sealing will utilize the funds earmarked for parking lots in the 2019 Road Program borrowing.

	Fahrner Asphalt Sealers	Gee Asphalt	American Road Maintenance
Base Bid	\$79,806.00	\$84,229.38	\$101,526.48
Additive Bid Items A1-A25	\$91,028.00	\$91,935.87	\$110,815.56

Total	\$ 170,834.00	\$176,165.25	\$212,342.04
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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 \$188,000, which includes a contingency of approximately 10% for additionally authorized efforts. The contingency will not be used for additive bid items, it is intended for additional work needed as a result of spring thaw.

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

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is August 31, 2021. The bid opening sheet is attached.

Fiscal Impact

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

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 GSB-88 Bituminous Seal contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, for an amount not-to-exceed \$188,000.

Attachments:

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

2021 Bid Opening Sheet GSB88 (PDF)

GSB-88 Street List (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3830

A Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers,
of Waunakee, Wisconsin, in an Amount Not-to-Exceed \$188,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2021 GSB-88 Bituminous Seal contract.

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

C. The bids received for the project were less than estimated, therefore staff recommends award of the total base bid and additive bids A1-A25.

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

E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$188,000.

F. The Committee on Public Works at its meeting on April 13, 2021, 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 2021 GSB-88 Contract with Fahrner Asphalt Sealers of Waunakee, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

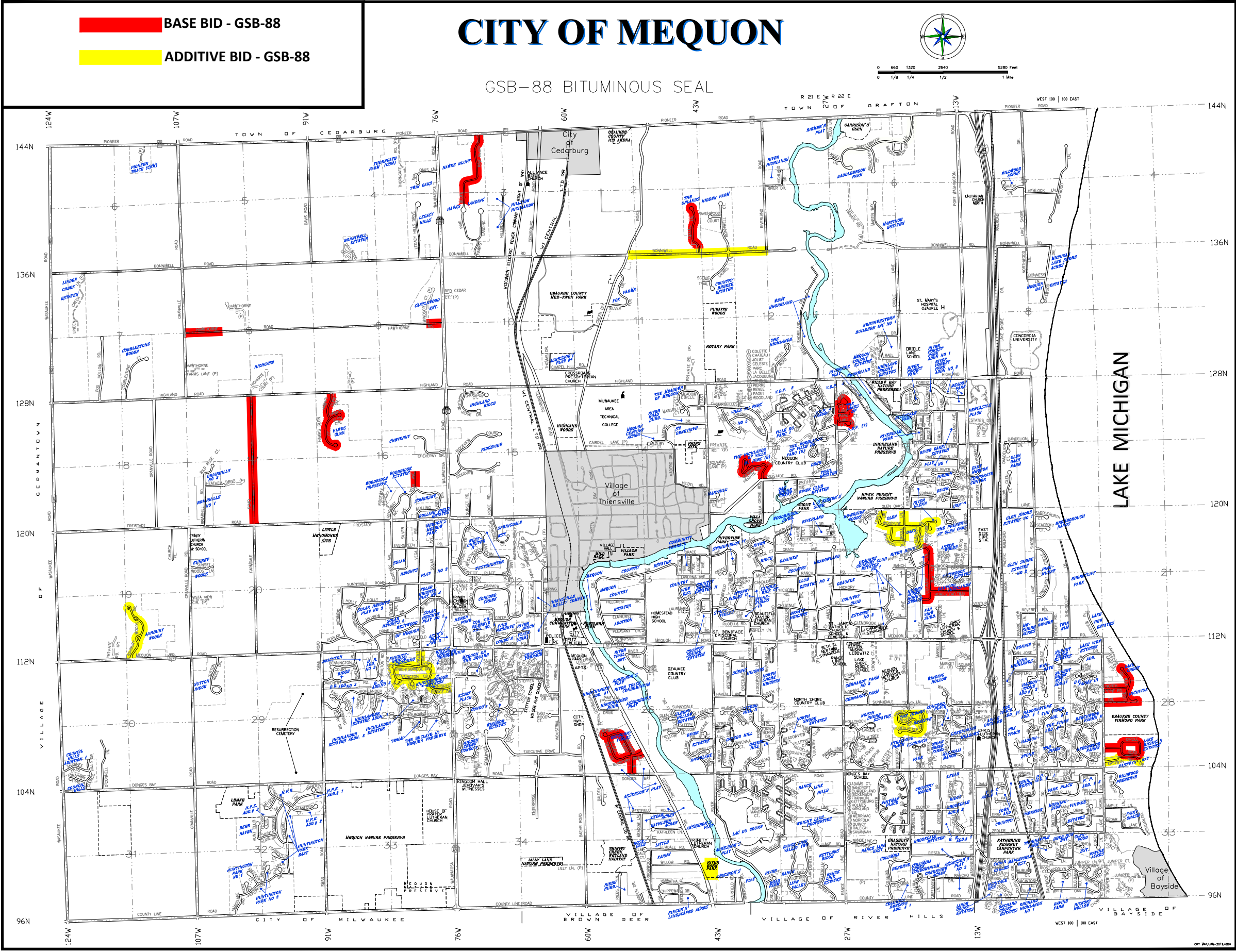
2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk





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

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2021 GSB-88 BITUMINOUS SEAL FILE #3762-21

BID OPENING: **3/30/2021** **11:30 AM**
DATE TIME

BIDDER	TOTAL BASE BID
Gee Asphalt	\$84,229.38
American Road Maintenance	\$101,525.48
Fahrner	\$79,806.00

Attachment: 2021 Bid Opening Sheet GSB88 (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal

BID PRICE SCHEDULE – 2020 GSB-88 BITUMINOUS SEAL

ITEM NO.	STREET	LOCATION		L(mi.) C/L	W(ft.)	PRICE/STREET
		FROM	TO			
MAIN ROADS (West of Milwaukee River)						
1	Farmdale Road	Freistadt Road	Highland Road	1.00	22	
SUBDIVISIONS (West of Milwaukee River, south to north)						
2	Vega	Surface Change	End	0.17	16	
3	Hawks Glen Drive	Highland Road	Hawks Glen Court	0.22	20	
4	Hawks Glen Circle	Hawks Glen Drive	Cul-de-sac	0.09	20	
5	Hawks Glen Court	Hawks Glen Drive	Cul-de-sac	0.27	20	
6	Hawthorne Road	Granville Road	0.3 miles East	0.30	22	
7	Hawthorne Road	Windsor Court	Wauwatosa Road	0.15	22	
8	Fairway Heights Drive	Ville du Parc Drive	Around Loop	0.41	22	
9	Ville Du Parc Drive	Freistadt Road	Fairway Heights Drive	0.12	22	
10	Lake Forest Court	Lake Park Court	Cul-de-sac	0.23	22	
11	Lake Park Court	Fieldwood Road	Cul-de-sac	0.15	22	
12	Lake Vista Court	Lake Park Court	Cul-de-sac	0.20	22	
13	Foxtail Lane	Bonniwell Road	Cul-de-sac	0.41	20	
14	Pine Bluff	Pioneer Road	3,433' South	0.65	20	
SUBDIVISIONS (East of Milwaukee River, south to north)						
15	Circle Road	Lake Shore Drive	Around Circle	0.60	22	
16	Ravine Drive	Lake Shore Drive	Cul-de-sac	0.26	23	
17	Lake View Road	Ravine Drive	Cul-de-sac	0.29	23	
18	North Point Road	Lake Shore Drive	Lake View Road	0.19	18	
19	Homestead Trail	N Port Washington Road	End of Curb	0.03	40	
20	Homestead Trail	Country Lane	Start of Curb	0.28	21	
TOTAL BASE BID - BID ITEMS 1 THROUGH 20:						

ent: GSB-88 Street List (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal Contract Award)

Contract Price - Base Item: Total Bid for Items 1 through 20

Written _____ \$ _____ Figures

BID PRICE SCHEDULE – ADDITIVE BID ITEMS

ITEM NO.	STREET	LOCATION		L(mi.) C/L	W(ft.)	PRICE/STREET
		FROM	TO			
MAIN ROADS (West of Milwaukee River)						
A1	Bonniwell Road	Green Bay Road	Riverland Road	1.06	21	
SUBDIVISIONS (West of Milwaukee River, south to north)						
A2	Burning Bush Lane	Elderberry Lane	Donges Bay Road	0.43	22	
A3	Bayberry Parkway	Cedarburg Road	Elderberry Lane	0.22	22	
A4	Elderberry Lane	Elderberry Court	Bayberry Parkway	0.19	22	
A6	Elderberry Court	Elderberry Lane	Cul-de-sac	0.06	22	
A6	Knightsbridge Drive	Wauwatosa Road	Kensington Drive	0.68	22	
A7	Knightsbridge Court	Kensington Drive	Cul-de-sac	0.05	22	
A8	Elizabeth Court	Kensington Drive	Kensington Court	0.08	22	
A9	Kensington Drive	Knightsbridge Drive	Elizabeth Court	0.30	22	
A10	Kensington Court	Kensington Drive	Kensington Drive	0.02	22	
A11	Winston Court	Knightsbridge Drive	Knightsbridge Drive	0.03	22	
A12	Lincolnshire Drive	Mequon Road	Knightsbridge Drive	0.13	22	
A13	Ashbury Woods Drive	Mequon Road	Cul-de-sac	0.59	20	
SUBDIVISIONS (East of Milwaukee River, south to north)						
A14	Eastwyn Bay Drive	Lake Shore Drive	Cul-de-sac	0.31	24	
A15	Hidden Reserve Court	Hidden Reserve Circle	Cul-de-sac	0.46	22	
A16	Hidden Reserve Circle	Sunnydale Lane	Hidden Reserve Court	0.35	22	
A17	Country Lane	Willow Parkway	Woodside Lane	0.13	21	
A18	Wildwood Drive	Woodside Lane	Oriole Lane	0.20	21	
A19	Oriole Lane	Wildwood Drive	Glen Oaks Lane	0.25	22	
A20	Woodside Lane	Forest Drive	Country Lane	0.31	21	
A21	Woodside Lane	Country Lane	Cul-de-sac	0.14	22	
A22	Woodside Court	Woodside Lane	Cul-de-sac	0.08	22	
A23	Forest Drive	Glen Oaks Lane	Woodside Lane	0.10	21	
PARKING LOTS (East of Milwaukee River, south to north)						
A24	River Barn Park	South Lot #2	1,371 SY			
A25	River Barn Park	South Lot #3	2,465 SY			

Attachment: GSB-88 Street List (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal Contract Award)

Attachment: GSB-88 Street List (RESOLUTION 3830 : 2021 GSB-88 Bituminous Seal Contract Award)



11333 N. Cedarburg Road
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Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3832 A Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson, Wisconsin, in the Amount of \$1,047,750

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 Road Improvements contract, a part of the Annual Road and Parking Lot Program to include Westchester Subdivision, Highland Road (Cedarburg Road to Green Bay Road), Hidden Farm Subdivision, and patch work on Wauwatosa Road. The estimate for the road improvements was \$922,714.

City roads and parking lots are evaluated yearly to determine the surface rating. Those ratings are used to determine which roadways and parking lots are completed each year as part of the Annual Road and Parking Lot Program. Please see the attached location map for roads included in the 2021 Road Improvements contract bid.

Analysis

The City received two bids for the 2021 Road Improvements contract with the low base bid of \$618,890.00 from Stark Pavement Corp. of Brookfield. The low bid is approximately 33% less than the estimate. Based on the available funds for the 2021 Road Improvements contract, staff is recommending that the following additive items be awarded. Items A1 (Underdrain for Highland Road), B1-B6 (Martin Way), and C1-C8 (Riverlake Subdivision). The additive bid items D1-D6 are for work on Highland Road (Cedarburg Road to Wauwatosa Road) which is not recommended for award in 2021 due to additional planning efforts required for bicycle accommodations and will be reconsidered in the 2022 program. Based on the totals of the base bid and the chosen additive items, Payne & Dolan's bid total is \$997,867.66 and Stark Pavement's total is \$1,016,415.10. These totals show Payne & Dolan as the lowest bidder with the chosen additives. Payne & Dolan has performed acceptable work of this type for the City in the past.

2021 Road Improvements Contract	Total
Base Bid	\$625,958.26
Additive Bid A1 - Underdrain for Highland Road	\$12,000.00
Additive Bid B1-B6 - Martin Way	\$93,350.15
Additive Bid C1-C8 - Riverlake Subdivision	\$266,559.25
Total	\$997,867.66

Work on this contract can start as soon as the contract is fully executed and has a completion date of September 15, 2021. The bid summary is attached.

Fiscal Impact

On February 12, 2019, the Common Council approved a \$5.1 million bond issuance for a 3-year borrowing for the Annual Road and Parking Lot Program between 2019 and 2021. This is the third year of the aforementioned three-year program funded by long term bonding. The current balance of the Annual Road and Parking Lot Program account is \$2,828,860.

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 \$1,047,750 which includes a contingency of 5% for additionally authorized efforts. The contingency provides for additional services that may result from the unknown field conditions.

The projected cost of the 2021 Road and Parking Lot Program is \$2,178,750. This contract as well as the other contracts expected to be in the overall program are shown below.

2021 Road and Parking Lot Program	Bid Amount (with additives)	Award Amount (with contingency)
Rotary Park Parking Lot	\$ 442,311.71	\$487,000.00
GSB-88 Sealer	\$ 170,834.00	\$188,000.00
Crack Sealing	\$ 164,440.00	\$181,000.00
Road Improvements	\$ 997,867.66	\$1,047,750.00
WE Energies Street Lights MBP	\$ 259,481.32	\$275,000.00
Total	\$2,034,934.60	\$2,178,750.00

There is adequate funding available in the Annual Road and Parking Lot Program account to award this project and maintain sufficient funds for additional roadway patching and parking lot repair contracts later in the construction season.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 Road Improvements contract to Payne & Dolan, Jackson, Wisconsin for a contract award of \$1,047,750.

Attachments:

3098-21 2021 Road Improvements Area Map (PDF)
2021 Bid Opening Sheet (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3832

A Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson,
Wisconsin, in the Amount of \$1,047,750

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2021 Road Improvements contract.

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

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

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

E. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$1,047,750.

F. The Committee on Public Works at its meeting on April 13, 2021, 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 2021 Road Improvements Contract with Payne & Dolan of Jackson, Wisconsin, with a contingency for a total not-to-exceed cost of \$1,047,750 in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

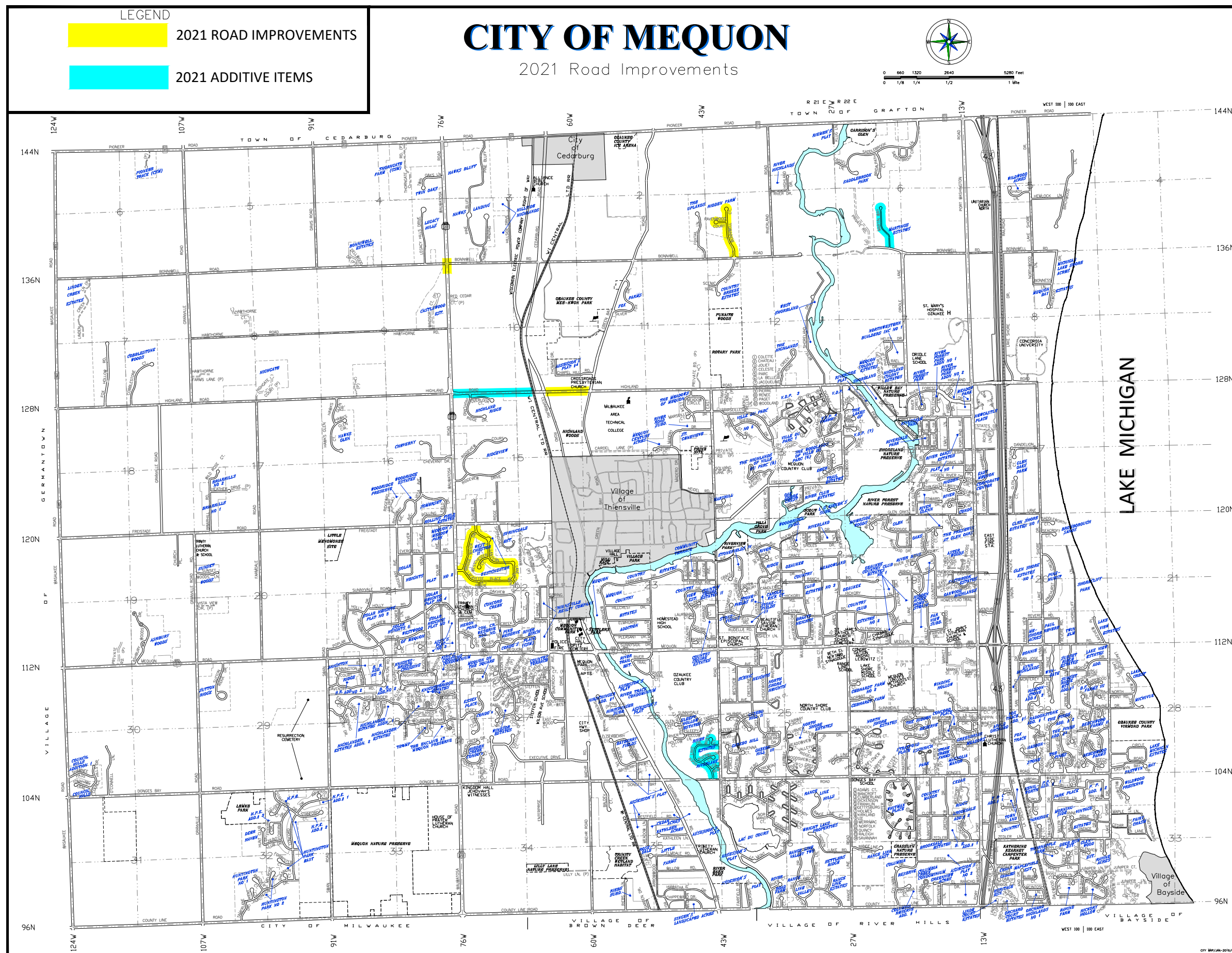
2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



CITY OF MEQUON

3.g.b

WISCONSIN

BIDS RECEIVED FOR: 2021 ROAD IMPROVEMENTS FILE #3098-21

BID OPENING: BID OPENING: 3/30/2021 1:00 PM
DATE TIME

BIDDER	TOTAL BASE BID	Additive A1	Additive B1-B6	Additive C1-C8	Additive D1-D6	Base Bid w/ Additive A, B, C
Stark Pavement	\$618,890.00	\$9,000.00	\$96,928.20	\$291,183.90	\$205,737.45	\$1,016,002.10
Payne and Dolan	\$625,958.26	\$12,000.00	\$93,350.15	\$266,559.25	\$201,062.17	\$997,867.66

Attachment: 2021 Bid Opening Sheet (RESOLUTION 3832 : 2021 Road Improvements Contract Award)



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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: April 13, 2021
SUBJECT: RESOLUTION 3833 A Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement of Brookfield, Wisconsin in the Amount of \$487,000

Background

At its March meeting, the Public Works Committee authorized staff to advertise the 2021 City Parking Lot Improvements Program to include Rotary Park. The estimate for parking lot improvements was \$558,081.

City parking lots are evaluated yearly to determine the surface rating. Those ratings are used to determine which parking lots are completed each year as part of the annual program.

Analysis

The City received four bids for the 2021 Rotary Park Parking Lot Improvements contract with a low base bid of \$231,976.41 from Stark Pavement Corp. of Brookfield. The low bid is approximately 58% less than staff's original estimate. However, the base bid items did not account for the entire park, whereupon the original estimate amount did. Bidding with a base bid and additives was done to ensure bids did not exceed the available funds for the project and to allow the City to award as many additives as needed to efficiently utilize available funds. The bid opening sheet is attached.

Additive amounts for parking areas, shouldering and base repairs at Rotary Park are recommended for award with the base bid items for a total of \$442,611.71, which is approximately 20% less than the original estimate for this work in the park.

Please see Rotary Park area map for lot designations.

Base Bid - West and North Lots	\$231,976.41
Additive Bid Items A1 - A6 East Roadway	\$80,683.10
Additive Bid Items B1 - B8 East Lot	\$99,450.20
Additive Bid Items C1 - C5 Walkway to Gazebo	\$16,278.00
Additive Bid Items D1 - D4 Walkway at Rotary Pavilion	\$14,224.00
Total	\$442,611.71

Lions Fest has requested pricing for the Commercial Tent Tie Downs as part of the Rotary Park parking lot bidding. This item would be paid for by Lions Fest if Lions Fest staff determines the

amount is within the Lions Fest budget. These would be used specifically for Lion Fest Events for the anchoring of large tents in the north parking lot area. Additive Bid E1 for Commercial Tent Tie Downs came in at \$11,700. This item will be added to the contract by change order following Lions Club approval and payment verification.

Stark Pavement Corp. has performed acceptable work of this type for the City in the past. Work on this contract can start as soon as the contract is fully executed and has a completion date of June 25, 2021.

Fiscal Impact

On February 12, 2019, the Common Council approved a \$5.1 million bond issuance for a 3-year borrowing for the road program between 2019 and 2021. This is the third year of the aforementioned three-year program funded by long term bonding which included \$650,000 for parking lot improvements.

Previously, the Public Works Committee and Common Council requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not to exceed \$487,000, which includes a contingency of approximately 10% for additionally authorized efforts such as additional services that may result from the unknown field conditions.

The Rotary Park project will be paid for from the following accounts:

Capital Account (410781-469001-10004) Pavilion Parking Lot Resurfacing - \$100,000

Capital Account (410780-469001-10001) Road and Parking Lot Program - up to \$387,000

There is adequate funding available in the accounts shown above to award this project and maintain sufficient funds for additional parking lot improvements at other locations throughout the City later this year.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the 2021 Rotary Park Parking Lot Improvements contract to Stark Pavement Corp., Brookfield, Wisconsin for a contract award of \$487,000.

Attachments:

2021 Bid Opening Sheet City Parking Lots (PDF)

Rotary Park Area Map_Lots (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3833

A Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement
of Brookfield, Wisconsin in the Amount of \$487,000

RECITALS

A. Rotary Park is the most heavily used park in the City and plays host to several large events annually.

B. The parking lots at Rotary Park that were constructed in the early 1990's have reached the end of their useful life and need repair or replacement.

C. The City of Mequon Engineering Division has advertised and received bids for parking lot improvements in Rotary Park to include milling and/or pulverizing old pavement, base repair, limited concrete curb & gutter and sidewalk repairs, asphalt paving of entire driveways and lots, shouldering, and striping.

D. Staff has reviewed the various bids and contractor qualifications.

E. 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.

F. Adequate funds for this contract are available in the Capital Accounts 410781-469001-10004 - Pavilion Parking Lot Resurfacing, and 410780-469001-10001 - Road and Parking Lot Program.

G. To provide for additional services that may be required depending on field conditions and base stability, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$487,000.

H. The Committee on Public Works at its meeting on April 13, 2021, 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 Agreement for the 2021 Rotary Park Parking Lot Improvement project, as let for bid, is approved, and awarded to Stark Pavement of Brookfield, Wisconsin, in an amount not-to-exceed \$487,000, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON

3.h.a

WISCONSIN

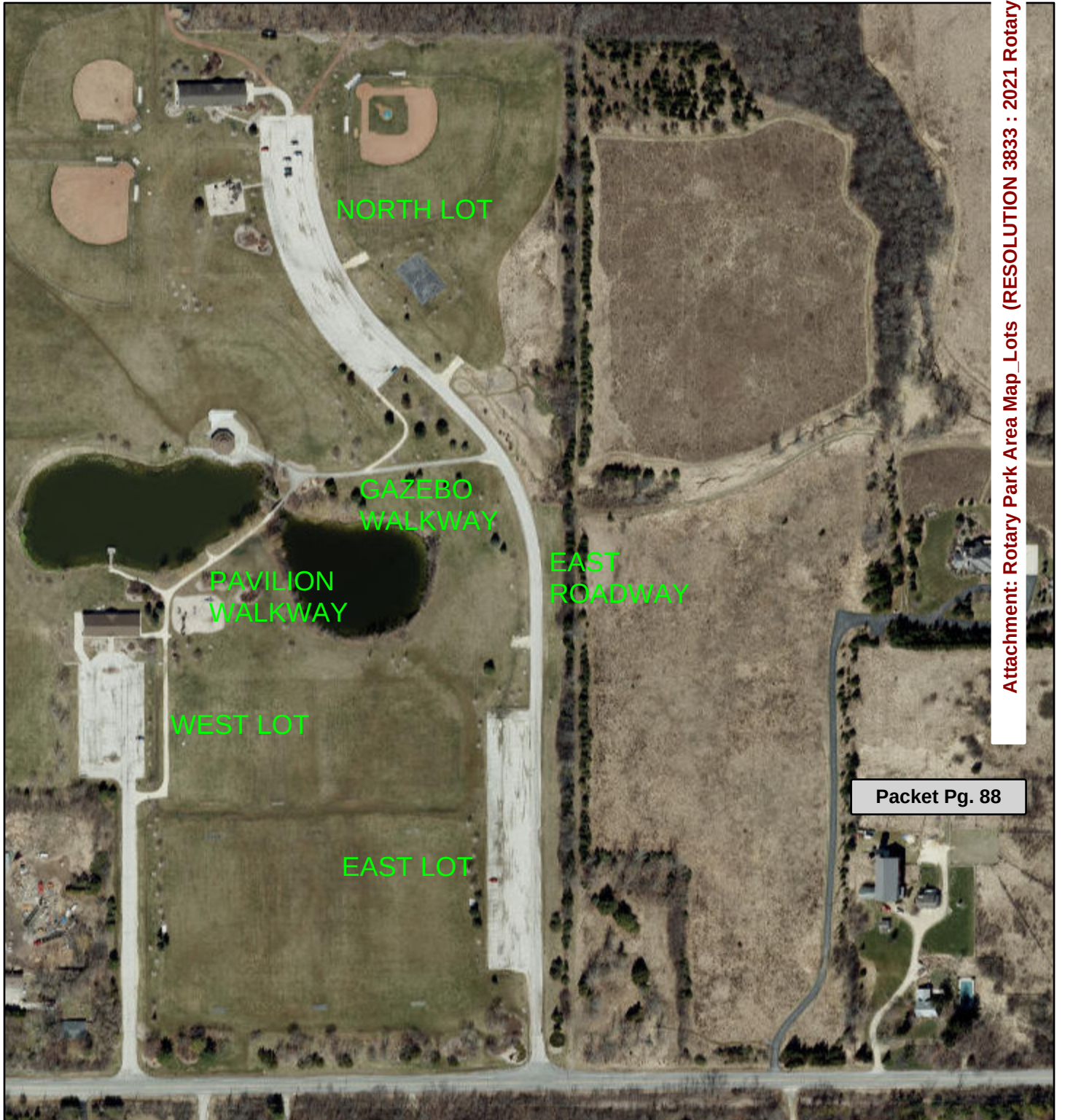
BIDS RECEIVED FOR: 2021 PARKING LOT IMPROVEMENTS FILE #3825-21

BID OPENING: 3/30/2021 10:30 AM
DATE TIME

BIDDER	TOTAL BASE BID	ADDITIVE ITEMS A1-A6	ADDITIVE ITEMS B1-B8	ADDITIVE ITEMS C1-C5	ADDITIVE ITEMS D1-D4	ADDITIVE ITEM E1	BASE W/ ADDITIVES A, B, C, D
Stark Pavement	\$231,976.41	\$80,683.10	\$99,206.20	\$16,278.00	\$14,224.00	\$11,700.00	\$442,367.71
Payne & Dolan	\$251,254.15	\$82,842.54	\$100,579.27	\$16,726.79	\$16,375.68	\$36,075.00	\$467,778.43
Parking Lot Maintenance	\$276,332.55	\$97,499.20	\$108,879.40	\$17,400.00	\$17,530.00	\$10,725.00	\$517,641.15
Poblocki	\$242,022.54	\$81,466.84	\$103,414.40	\$15,144.00	\$14,928.40	\$11,155.00	\$456,976.18

Attachment: 2021 Bid Opening Sheet City Parking Lots (RESOLUTION 3833 : 2021 Rotary Park Parking

City of Mequon





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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 13, 2021
SUBJECT: RESOLUTION 3834 A Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of Street Lights in Phase I of the Mequon Business Park at a Cost of \$275,000

Background

At its March meeting, the Public Works Committee authorized staff to proceed with the replacement of streetlights within Phase I of the Mequon Business Park (MBP). The estimate for these lighting improvements was \$260,000.

The 30-year-old lighting in Phase I of the Mequon Business Park is past its useful life and requires replacement. Two options were provided seeking approval to move forward. First, was to have the City replace the fixtures with energy efficient LED lighting and maintain responsibility for future maintenance and replacement. The second option was for WE Energies to install energy efficient LED lighting and have WE Energies be responsible for maintenance, repair, and future replacement. It was determined that the benefit was greater by having WE Energies install new lighting fixtures in Phase I of the Mequon Business Park to match the WE Energies lighting in Phase II, installed in 2003.

In 2020, the storm sewer catch-basins and some curb & gutters within MBP were reconstructed in preparation for the Phase I Mequon Business Park project. City staff is continuing to work through other projects in addition to the lighting. Removal of existing lighting and the abandonment of the existing irrigation system will be contracted out later in the year in preparation for repaving Phase I of the Mequon Business Park in 2022. To plan for these individual projects, staff wanted to coordinate with WE Energies prior to bidding out the removal of existing lighting and irrigation abandonment, as WE Energies has an estimated start date of 10-12 weeks after the authorization has been accepted and executed by the City.

Analysis

The City has been in communication with WE Energies for the replacement lighting in Phase I of the Mequon Business Park which will be part of the 2021 Road and Parking Lot Program. The amount specified by WE Energies for this project is \$259,481.32. Based on available funds for the 2021 Road Improvements project, staff is recommending that the following items be awarded.

	Total	With 6% Contingency
--	-------	---------------------

WE Energies install new lighting in MBP	\$259,481.32	\$275,000.00
---	--------------	--------------

Work on this contract can start as soon as the contract is fully executed, but as stated above, WE Energies has an estimated start date of 10-12 weeks after the authorization has been accepted. The authorization letter is attached.

Fiscal Impact

On February 12, 2019, the Common Council approved a \$5.1 million bond issuance for a 3-year borrowing for the road program between 2019 and 2021. This is the third year of the aforementioned three-year program funded by long-term bonding.

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 \$275,000, which includes a contingency of 6% for additionally authorized efforts. The contingency provides for additional services that may result from the unknown field conditions.

There is adequate funding available in the Annual Road and Parking Lot Program account to award this project and maintain sufficient funds for roadway patching and parking lot repair contract later in the construction season.

Recommendation

It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution authorizing WE Energies to install Street Lighting in Phase I of the Mequon Business Park in an amount not-to-exceed \$275,000.

Attachments:

4487786 Authorization Letter (002) (PDF)

2021 Mequon Business Park Phases (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3834

A Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of
Street Lights in Phase I of the Mequon Business Park at a Cost of \$275,000

RECITALS

- A. The City of Mequon Engineering Division plans to re-pave the 30-year-old Phase I portion of the Mequon Business Park in 2022.
- B. Ahead of the Phase I Business Park re-paving project, the streetlights need to be replaced.
- C. The Phase II portion of the Mequon Business Park (2003) has WE Energies high efficiency streetlights.
- D. Staff has received an authorization letter from WE Energies to install high efficiency LED lighting in the Phase I portion of the Mequon Business Park.
- E. Adequate funds for this work are available from the Capital Project Account - 410780-469001-10001 (Road and Parking Lot Program).
- F. To provide for any additional work required from unforeseen conditions, the award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$275,000.
- G. The Committee on Public Works at its meeting on April 13, 2021, 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 a contract with We Energies to install high efficiency streetlights within the Phase I portion of the Mequon Business Park, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



We Energies
 231 W. Michigan St.
 Milwaukee, WI 53203
 www.we-energies.com

March 10, 2021

Mr Jeremy Dandy
 City of Mequon
 11333 N Cedarburg Road
 Mequon, WI 53092

Subject: Work Request 4487786; Lighting at Mequon Business Park

Dear Mr Dandy:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$259,481.32, and does not include site restoration. Net monthly charges will initially increase by 607.38, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 414-221-4847. We look forward to working with you on your lighting project.

Sincerely,

Raymond Jachimiec
 Raymond Jachimiec

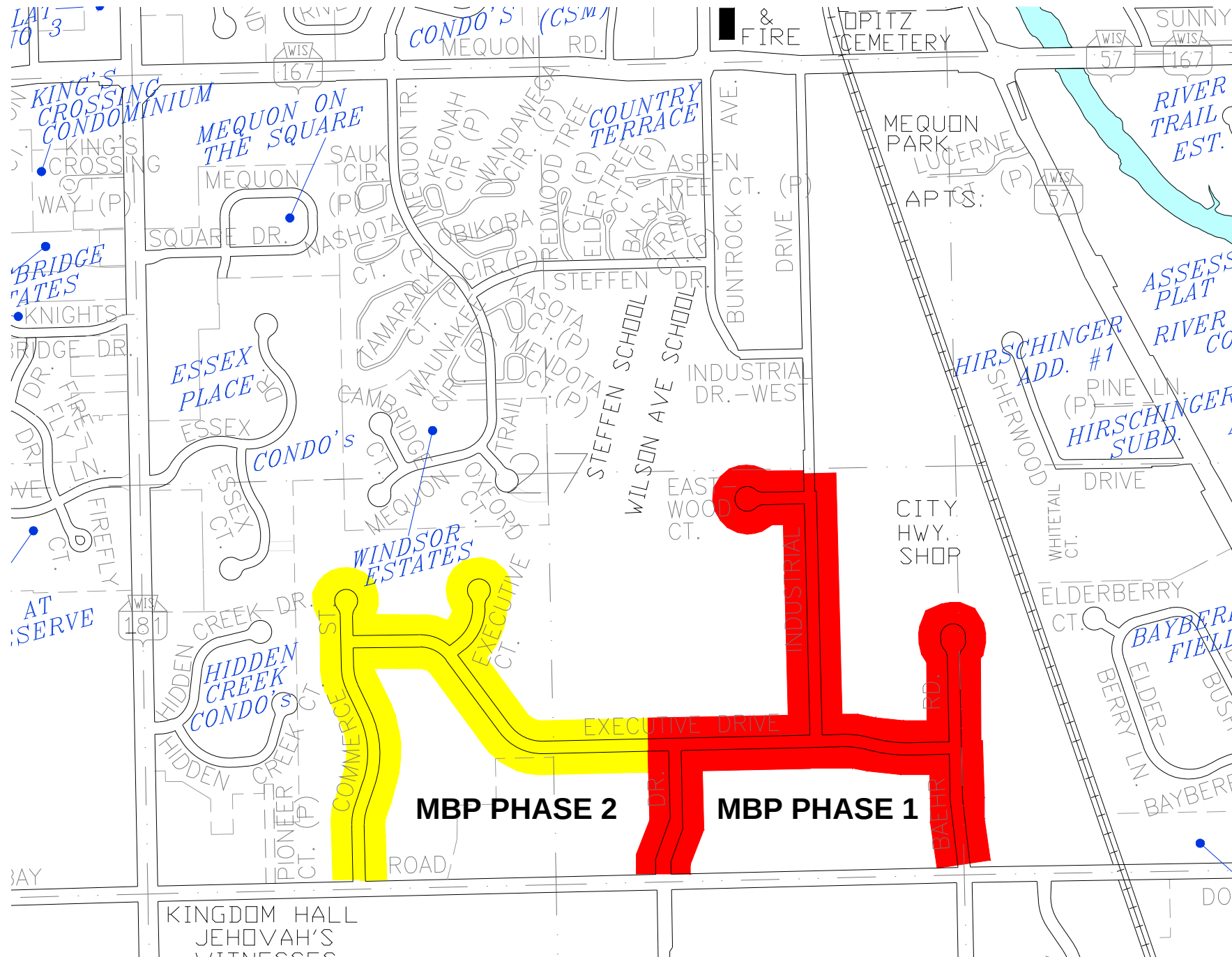
By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____ Date: _____

Print name: _____ Title: _____

Enclosures

Attachment: 4487786 Authorization Letter (002) (RESOLUTION 3834 : We Energies Street Lights Mequon Business Park)



PHASE 2

PHASE 1



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

www.ci.mequon.wi.us

Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 5, 2021
SUBJECT: RESOLUTION 3827 A Resolution Awarding a Contract for HVAC Preventative Maintenance Services During the Period May 1, 2021 - April 30, 2022 to Dillett Mechanical Services, Waukesha, Wisconsin in the Amount of \$21,168

Background

The City maintains a contract with an HVAC (heating, ventilation, and air conditioning) firm to address preventative maintenance across various City buildings. Preventative maintenance contracts for HVAC have been administered by the City for over 30 years. The existing contract is set to expire at the end of April 2021, therefore staff sent out an RFP (Request-for Proposals) in anticipation of the new contract cycle.

Per the RFP, preventative maintenance and repairs may include but not be limited to: pneumatic control systems, electronic control systems, digital control systems, industrial chillers, commercial size boilers, commercial air handling units, residential furnaces, control air compressors, electric and hot water modine units, electric and gas water heaters, and VAV (variable air volume) boxes.

Analysis

The contract resulting from the award of this RFP shall commence on May 1, 2021 and continue through April 2022 with an option to extend for two, one-year terms for a total extension of twenty-four (24) months. This contract is billed monthly and may be terminated by either party with (30) thirty days prior written notice. The City received two proposals in response to the RFP. Both contractors have previously provided preventative services to the City in the past.

A summary of those proposals are as follows:

<u>Contractor/Vendor</u>	<u>1st Year Cost</u>	<u>2nd Year Cost</u>	<u>3rd Year Cost</u>	<u>Emergency Rate</u>
Dillett Mechanical Service	\$21,168	\$21,168	\$21,804	\$115/hour
J.F. Ahern	\$33,805	not given	not given	\$157 & \$188/hr.

As a possible cost saving measure, the RFP also requested a quote for this contract excluding labor costs for belt & filter replacement. The costs shown below assume Buildings Division staff would replace belts and filters.

Costs if City Staff Replace Belts & Filters

<u>Contractor/Vendor</u>	<u>Contract Cost</u>	<u>Yearly Savings</u>
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Dillett Mechanical Service	\$19,716	\$1,452
J.F. Ahern	\$26,741	\$7,064

The current, expiring HVAC preventative maintenance contract with J.F. Ahern has an annual cost of \$34,332. Awarding the new contract to Dillett Mechanical Service represents an annual cost savings of \$13,164 which is a greater cost savings than if City staff replaced belts and filters. At the time of this analysis, Buildings Division staffing has been reduced from three people to one person due to vacancies created by retirements. Until such time that the Buildings Division is back at full force, staff recommends awarding the HVAC Preventative Maintenance Services contract to include the contractor/vendor replacing all belts & filters. The proposal from Dillett Mechanical Service ranked higher based on the parameters laid out in the RFP, namely on "proposal requirements" and "cost of services" criteria. Please see attached proposal from Dillett Mechanical Service.

Fiscal Impact

Annual costs are outlined in the Analysis Section of this memorandum. Award of the recommended contract represents an annual cost savings of \$13,164. Adequate funding is available in account 110326-683201 (Building Maintenance - Contracted Services) for award of this contract.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding a contract for HVAC Preventative Maintenance Services to Dillett Mechanical Service, of Waukesha, Wisconsin for a 2021/2022 contract cost of \$21,168. Staff also recommends that upon successful execution of this contract in 2021/2022, staff is authorized to extend the contract up to two years, should performance be deemed satisfactory by City staff.

Attachments:

Dillett Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3827

A Resolution Awarding a Contract for HVAC Preventative Maintenance Services During the
Period May 1, 2021 - April 30, 2022 to Dillett Mechanical Services, Waukesha, Wisconsin in the
Amount of \$21,168

RECITALS

A. Retention of a licensed HVAC (Heating, Ventilation, and Air Conditioning) contractor for preventative maintenance services for City facilities was identified as part of the FY 2021 Building Maintenance budget adopted by the Common Council.

B. Staff received two proposals for HVAC preventative maintenance services.

C. Staff evaluated the proposals and recommended the proposal from Dillett Mechanical Service, Waukesha, WI for the annual cost of \$21,168.

D. Staff further recommends upon successful execution of the 2021/2022 preventative maintenance services contract that staff be authorized to extend the contract for up to another two years, based upon satisfactory performance.

E. Adequate funds are available in the Building Division contracted services account #110326-683201.

F. The Committee on Public Works, at its meeting on April 13, 2021 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 2021/2022 HVAC Preventative Maintenance Services contract is awarded to Dillett Mechanical Service of Waukesha, Wisconsin in an amount of \$21,168 which will be billed monthly for the period of May 1, 2021 to April 30, 2022 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



DILLETT MECHANICAL SERVICE
21625 DORAL ROAD
WAUKESHA, WI 53186
BUS. (262) 650-0770
FAX (262) 650-0880
www.dillettmechanical.com

3.j.a

COMMERCIAL / INDUSTRIAL / HVAC

3/29/21

Mequon Facilities Preventative Maintenance 2021

Dear Mequon Facilities Personnel,

Dillett Mechanical greatly appreciates the opportunity to bid the preventative maintenance contract. We have taken care of your facilities and equipment in the past and look forward to the possibility of providing those services again soon. I would recommend the city investigate what the maintenance and repair cost that Dillett Mechanical billed the city for the years that we were under contract vs contractors prior to or after us. I know that we operate with our clients' costs in mind and the historic yearly expenses should reflect that. Dillett provided this service from 2013-2017.

Dillett Mechanical Service is pleased to provide you with the following information:

Dillett Mechanical Employees:

- Administrative Office employees 4 full time
- Shop employee 3 full-time
- Sales 4 full time
- Management 4 full time
- Journeyman Service Technicians 25 full-time, 2 part-time
- Apprentices for refrigeration service 9 full-time

Resources that would be assigned to Mequon Facilities Contract and Service

Lead Technician: Owen Couch (General Foreman)

Experience: 12 years

Owen is a very well-rounded technician that has worked in many different commercial/industrial facilities throughout his years in the trade. He has worked on a wide variety of HVAC systems including; roof top units, chillers, boilers, control systems both pneumatic and digital and many more. He has experience and detailed knowledge of the Mequon Facilities account as he has spent many years servicing this account in the past. He is extremely reliable and would be a great lead to handle all the HVAC related needs at your facilities.

Back up Technician: Dave Bergeron (Journeyman)

Experience: 12 years

Dave is well versed in a variety of HVAC systems both new and old. He has experience with roof top units, chillers, boilers, control systems both pneumatic and digital and many more. Dave would be an excellent back up technician for all the Mequon facilities HVAC needs.

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

Lower Priced Technician for coil cleaning and other tasks: Dustin Ottman (Apprentice)

Experience: 5 years

Dustin has been with Dillett Mechanical as an apprentice for the past 5 years. He came to us from working in facilities in house for 5 years. He is well versed in all types of HVAC equipment both new and old and will be a great person to help Owen with the less skilled tasks such as cleaning coils.

Preventive Maintenance Experience

Dillett Mechanical Service has hundreds of preventative maintenance contracts throughout the State of Wisconsin. We feel that preventative maintenance and service has always been the cornerstone of our organization. We excel at saving our clients' money through optimizing systems to perform in the most efficient way possible. We also enjoy working with facility's personnel to project future budget numbers for equipment in need of replacement. This is what we do best and the following are a few references of contracts that we have that are similar to the Mequon Facilities:

References

Village of Whitefish Bay

5300 N. Marlborough Dr. Whitefish Bay, WI 53217

Contact: John Kearns 1-414-870-1985

Dillett Mechanical Service has a very similar contract with the Village of Whitefish Bay

Village of West Milwaukee

4755 W. Beloit Rd. West Milwaukee, WI 53214

Contact: James Stenzel, 1-414-645-5411

Dillett Mechanical Service has a very similar contract with the Village of West Milwaukee

Village of Hartland

201 Cottonwood Ave. Hartland, WI 53029

Contact: Tim Rhode 1-262-367-2714

Dillett Mechanical Service has a very similar contract with the Village of Hartland

Thank you for taking the time to consider Dillett Mechanical Service, Inc. We are a full-service Heating, Ventilating, & Air Conditioning (HVAC) company. Our specialty is working with our customers in the repair, maintenance and design of their commercial and industrial HVAC systems.

Dillett Mechanical Service, Inc. understands the meaning of service. The following is what you can expect from us:

- Emergency service available 24 hours a day, 7 days a week. (CALL (262) 650-0770)
- If you request emergency service, we will guarantee a technician is dispatched within your requirement
- Our service technicians are fully qualified, and factory trained to diagnose and repair your HVAC systems
- You will be assigned (1) one primary mechanic that you can call directly for service
- We will check-in and out with your authorized representative
- We will look and conduct ourselves in a professional manner
- We will clearly explain any service problem(s) and the necessary procedure to resolve them in the most economical way
- We are willing to work with your personnel to get your problems resolved. This will include for your staff: on-site training, lending of our specialty tools to enable them to do more in-house work, and answering all of their questions
- We would be pleased to develop CUSTOM Preventative and Predictive Maintenance Programs allowing our technicians to work more closely with your personnel
- Our rates will be competitive with the industry standards
- We will follow your billing instructions
- We will deal with you honestly and maintain the highest degree of integrity

We are confident that if given the opportunity, you will be satisfied with the results. We specialize in becoming partners in the maintenance and repair of your HVAC systems. This approach saves you money and your HVAC systems will operate more reliably. We have included a list of the services that we provide to help you better understand our capabilities.

Thank you for considering Dillett Mechanical Service, Inc. If you have any questions, please feel free to contact me at: **(262) 650-0770** or on my mobile phone at: **(414) 870-1878**.

Sincerely,
Dillett Mechanical Service, Inc.

Mike Dillett

Digitally signed by Mike Dillett
DN: cn=US,
E=mike@dillettmechanical.com,
O="Dillett Mechanical Service",
OU="Service Group", CN="Mike Dillett"
Date: 2021.03.30 08:16:17-0500

Mike Dillett
Service Manager

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)



DILLETT MECHANICAL SERVICE
 21625 DORAL ROAD
 WAUKESHA, WI 53186
 BUS. (262) 650-0770
 FAX (262) 650-0880
www.dillettmechanical.com

COMMERCIAL / INDUSTRIAL / HVAC

March 29, 2021

City of Mequon
 Attn: **Timothy J. Weyker**
 Deputy Director of Public Works
 11333 North Cedarburg Road
 Mequon, WI 53092

Dear Tim,

Dillett Mechanical Service, Inc. is pleased to provide pricing to perform preventative maintenance on the HVAC equipment at the following facilities from the contract dates of May 1st, 2021 to **April 2022**.

~Job scope:

>Provide preventative maintenance at the City Hall location:

Monthly Recurring Cost.....	\$381
Yearly cost of	\$4,572
Labor to complete the required maintenance task.....	41 hours

>Provide preventative maintenance at the East Side Fire Station:

Monthly Recurring Cost.....	\$145
Yearly cost of	\$1,740
Labor to complete the required maintenance tasks.....	16 hours

>Provide preventative maintenance at the DPW Shop location:

Monthly Recurring Cost.....	\$286
Yearly cost of.....	\$3,432
Labor to complete the required maintenance tasks.....	26 hours

>Provide preventative maintenance at the River Barn location:

Monthly Recurring Cost.....	\$19
Yearly cost of.....	\$228
Labor to complete the required maintenance tasks.....	2 hours

>Provide preventative maintenance at the Rotary Park location:

Monthly Recurring Cost.....	\$19
Yearly cost of.....	\$228
Labor to complete the required maintenance tasks.....	2 hours

Attachment: Dillett Proposal (RESOLUTION 3827 : HVAC Preventative Maintenance Services Contract)

>Provide preventative maintenance at the **Reuter Pavilion location:**

Monthly Recurring Cost..... \$19
 Yearly cost of..... \$228
 Labor to complete the required maintenance tasks.....2 hour

>Provide preventative maintenance at the **Safety Building location:**

Monthly Recurring Cost..... \$745
 Yearly cost of..... \$8,940
 Labor to complete the required maintenance tasks.....79 hours

>Provide preventative maintenance at the **City Pool location:**

Monthly Recurring Cost..... \$150
 Yearly cost of..... \$1,800
 Labor to complete the required maintenance tasks.....16 hours

Totals for all Mequon facilities 2021

Monthly Recurring Cost..... \$1,764
Yearly cost of..... \$21,168
Labor to complete the required maintenance tasks.....184 hours

Total for all Mequon Facilities 2022

Monthly Recurring Cost..... \$1,764
Yearly cost of..... \$21,168
Labor to complete the required maintenance tasks.....184 hours

Total for all Mequon Facilities 2023

Monthly Recurring Cost..... \$1,817
Yearly cost of..... \$21,804
Labor to complete the required maintenance tasks.....184 hours

Cost change if the City of Mequon changes the filters and belts

Having the City of Mequon replace the filters and belts does not change the numbers at several locations. This is due to the number of filters and belts needed to be changes is not significant enough to justify a change. We will already have the panels open and making the change will be easy for us at that point. Below are the locations that there would be cost savings if Mequon were to change the filters and belts.

>Provide preventative maintenance at the **City Hall location:**

Monthly Recurring Cost..... \$342
 Yearly cost of \$4,104
 Labor to complete the required maintenance task.....37 hours

>Provide preventative maintenance at the **Safety Building location:**

Monthly Recurring Cost..... \$692
 Yearly cost of..... \$8,304
 Labor to complete the required maintenance tasks.....72 hours

>Provide preventative maintenance at the **DPW Shop location:**

Monthly Recurring Cost..... \$257
 Yearly cost of..... \$3,084
 Labor to complete the required maintenance tasks.....23 hours

Emergency service labor rate 2021..... \$115 per hour ST.

Notes:

- ~ The above price includes all tasks listed on the RFP dated 3/15/2021
- ~ The above price is valid for 30 days
- ~ The above price is based on straight time hours
- ~ The above price includes the cost of scissors lifts for multiple locations

Thank you for the opportunity to be of service. If you have any questions or concerns, please feel free to contact me on my cell at 414-870-1878 or the office at 262-650-0770.

Sincerely,
 Dillett Mechanical Service, Inc.

Accepted Purchaser:

Mike Dillett

Digitally signed by Mike Dillett
 DN: cn=Dillett Mechanical Service, OU=Service Group, email=miked@dillettmechanical.com, o=Dillett Mechanical Service, cn=Mike Dillett
 Date: 2021.03.30 08:17:31-05'00'

Mike Dillett
 Service Manager

By: _____



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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: March 17, 2021
SUBJECT: RESOLUTION 3818 A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennie and Schmit Fields During the 2021 Season in the Amount of \$15,500

Background

Many Mequon-Thiensville user groups have utilized City parks for practices, games and tournaments throughout the years. In the beginning, user groups simply utilized the fields through a rental agreement. Over time, some levels of play required additional field maintenance that the City did not provide for public fields. That type of maintenance includes pitching mound construction and maintenance, base line lining, infield raking, and turf repair, among others. Specifically, this additional maintenance has been performed 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 of 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. 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).

In response to the field demands of the user groups, City staff is recommending that the City hire a contractor for field management and maintenance at Rennie and Schmit Fields, with an equitable pass-through cost for the services to the applicable user groups. The impacted user groups support this request.

Analysis

City staff issued a job description with qualifications to solicit quotes from contractors to perform field management and maintenance services. One local contractor responded, and the contractor has previously completed field maintenance at City fields for one user group. Staff is recommending approval of the contract with reimbursement from the applicable user groups.

Currently, fees for user groups are 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. The fee distribution will be based upon the distribution of field use.

The three user groups impacted by this proposal have requested this process and agree with the proposal. One of the user groups may save money with the participation in a larger contract agreement.

Fiscal Impact

The 2021 budget did not contemplate a contract for field management and maintenance. City staff is requesting authority to overspend the Parks Contracted Services account, with supplemental rental agreements from the impacted user groups to cover the cost of the contract. The fiscal impact is thus net neutral for the City.

SMB Landscape Contractors, LLC submitted a quote for \$15,550 for the season. City staff will utilize the user group schedules to allocate the cost of the contract across interested 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.

If approved, in future budget cycles, the Parks Contracted Services budget will include an expenditure for field management and maintenance services. The Parks Revenue budget will include the coinciding fee that will be paid by user groups. That fee will be included in future Fee Schedules at an equitable share of the cost of the contract. The ultimate fiscal impact will be net neutral to the City, 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 budget.

Below is a table summarizing anticipated contributions from the various organizations and user groups to offset these added expenses in 2021.

User Group	Cost
Homestead High School	\$6,474
MTLL/Mequon Heat	\$6,308
BOSS Baseball Academy	\$1,162
T-M Twins	\$913
Bigler Sports	\$415
Highlander Battle	\$332
TOTAL:	\$15,604

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 13, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3818

A Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennieke and Schmit Fields During the 2021 Season in the Amount of \$15,500

RECITALS

A. The City has rental agreements with user groups to allow for baseball to be played at both Rennieke Field at Mequon's Community Park and Schmit Field at Mequon's Rotary Park during their spring/summer season.

B. The City currently mows, field preps once weekly, applies herbicide, fertilizes, aerates, services lights, services irrigation, services scoreboards, organizes field calendars, and provides all field materials for Rennieke and Schmit Fields.

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 for the City to provide additional field maintenance.

E. At the request of the user groups, the City issued a request for professional services of a Maintenance and Field Manager for Rennieke and Schmit Fields.

F. The City will administer the contract terms for Maintenance and Field Manager for Rennieke and Schmit 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.

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 to the City budget.

H. The Park and Open Space Board and Public Works Committee recommended approval of the contract award to SMB Landscape Contractors, LLC in the amount of \$15,550 and subsequent agreements with the user groups to cover that fee.

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

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: April 13, 2021
SUBJECT: RESOLUTION 3837 A Resolution Awarding a Contract for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin in the Amount of \$13,750

Background

The City utilizes contracted tree removal services to supplement Emerald Ash Borer (EAB) abatement efforts administered by the Department of Public Works (DPW). As in the past, contracted services are utilized to “top” or remove the branches and upper reaches of an ash tree to a manageable falling height of 10-12’. DPW crews then remove the stems, grind the stumps, and restore the area. This process is cost effective and allows staff to extend the contracted services budget.

Analysis

The spring 2021 removal contract includes 144 ash trees in two primary locations. Location #1 is the Michivue neighborhood off Lakeshore Drive, consisting of Northpoint Road, Ravine Drive, and Lakeview Road. Location #2 is the Scenic Heights neighborhood, consisting of Scenic Avenue, Westview Lane, Crestline Road, Hedgewood Lane, and Haven Avenue (see the attached map). The Request for Proposals was available on the City’s website and directly mailed to previous requesting contractors.

Staff received three proposals, all three from qualified contractors, two of whom have performed work for the City in the past.

Contractor	Quote
Wallace Tree and Landscape Inc.	\$13,750
Choice Cuts Tree Service, LLC	\$24,100
Plymouth Landscape Company	\$58,557

Fiscal Impact

The Common Council allocated \$60,000 for the EAB capital budget in 2021. The proposed removal contract is \$13,750. A small contract on Hillside Drive and Willow Parkway was previously completed in 2021 totaling \$7,300. There is also an additional small contract awaiting proposals for Katherine Kearney Carpenter Park. Total funds from the account will be allocated as follows to date:

2021 Spring Removal	\$13,750
---------------------	----------

Hillside/Willow Parkway Removal	\$7,300
Katherine Kearney Carpenter Park	TBD
Shoreland Parkway Removal	TBD
Tree Purchase for EAB Replacement	TBD
West Chester, Rolling Field, and Lakeshore Ash Replacement	TBD
Fall Tree Replacement	\$10,000
Total:	\$31,050

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding a contract for ash tree removal services in the amount of \$13,750 to Wallace Tree and Landscape Inc. of Glendale, Wisconsin.

Attachments:

Area 1 NorthPoint, Ravine, Lakeview Map 1(PDF)

Area 1 NorthPoint, Ravine, Lakeview Map 2(PDF)

Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 1 (PDF)

Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 2 (PDF)

Area 2 Scenic, Haven, Crestline, Westview, Hedgewood Map 3 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3837

A Resolution Awarding a Contract for Ash Tree Removal Services to Wallace Tree and
Landscape Inc. of Glendale, Wisconsin in the Amount of \$13,750

RECITALS

- A. Staff published a Request for Proposals for the contracted tree removal of 144 ash trees.
- B. Staff has reviewed the various proposals and contractor qualifications and has made a recommendation for the award of the contract.
- C. The Public Works Committee endorsed staff's recommendation at its April 13, 2021 meeting.

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

- 1. The EAB Spring Removal Contract is awarded to Wallace Tree and Landscape Inc. of Glendale, Wisconsin, in an amount not-to-exceed \$13,750, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

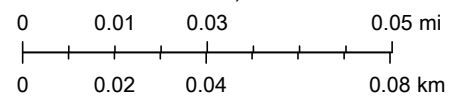
Caroline Fochs, City Clerk



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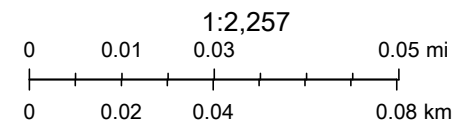
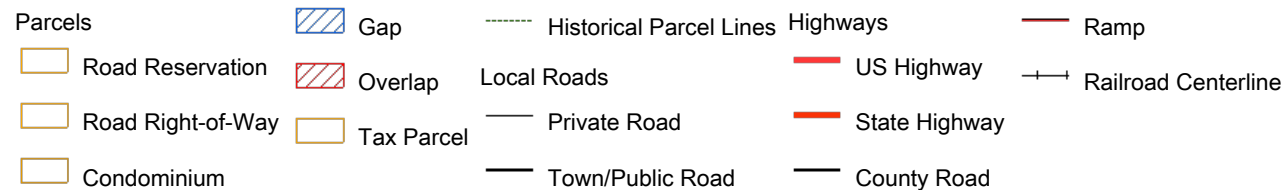
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|-------------------|-------------------------|---------------------|
| Easement Areas | Overlap | Highways |
| Parcels | Tax Parcel | US Highway |
| Road Reservation | Historical Parcel Lines | State Highway |
| Road Right-of-Way | Local Roads | County Road |
| Condominium | Private Road | Ramp |
| Gap | Town/Public Road | Railroad Centerline |



Attachment: Area 1 NorthPoint, Ravine, Lakeview Map 1 (RESOLUTION 3837 : A Resolution Awarding the Spring 2021 EAB Contract)



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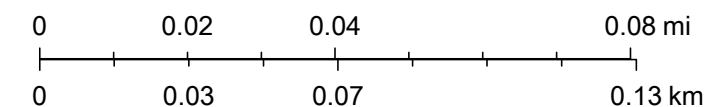
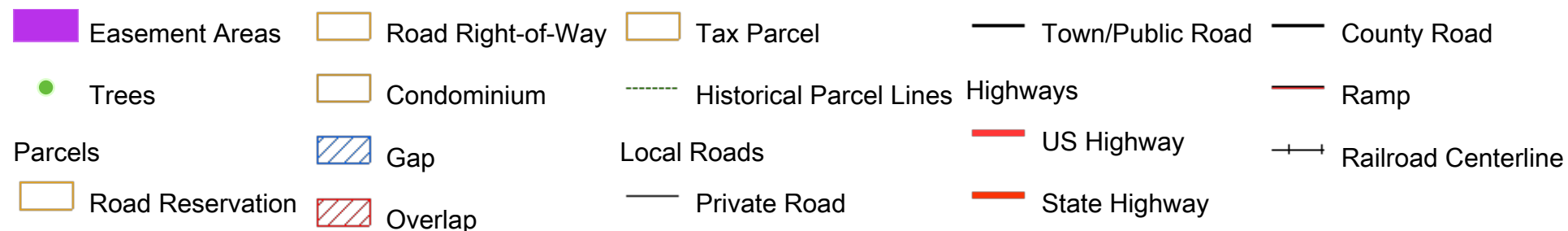
A number line with two scales. The top scale is labeled in miles (mi) with major tick marks at 0, 0.02, 0.04, and 0.08. The bottom scale is labeled in kilometers (km) with major tick marks at 0, 0.03, 0.07, and 0.13. Vertical lines connect the corresponding tick marks between the two scales, illustrating the conversion factor.

City of Mequon



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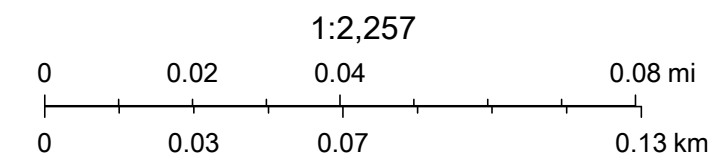
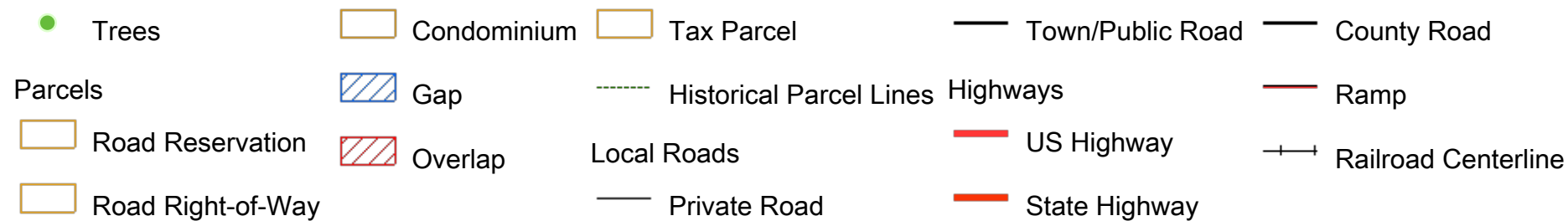
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City of Mequon



3/16/2021, 2:29:19 PM





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

www.ci.mequon.wi.us

Office of Public Works

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: April 13, 2021
SUBJECT: RESOLUTION 3836 A Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of \$25,000

Background

Historically, the City of Mequon contracts with a landscape firm to perform median, boulevard, and bed maintenance in various public spaces throughout the City. While the Department of Public Works provides routine mowing, it does not have the resources to complete the mulching, invasive plant/weed control, and landscaping work that a larger firm can provide.

The maintenance contract includes the following: medians on Cedarburg Road east of City Hall, Mequon Road from Wauwatosa Road to Port Washington Road, City Hall rear parking area, the Gateway Feature, and within the Mequon Business Park.

Analysis

The contract varies by location, but generally includes the following maintenance activities:

- All trees and shrubs will be pruned or trimmed to shape, and all unwanted growth or deadwood removed.
- All planting beds and cement islands will have debris removed, be weeded, and Round Up applied as necessary on a biweekly basis. Service dates will be April 15 through November 15 which equals 16 visits.
- Once or twice during this season, all tree rings and planting beds will be top dressed with 1" of mulch.
- Once the annual growing season is over (approximately November 15-20) all shrubs will be pruned back, perennials will be cut down, leaf cleanup, and other annual vegetation will be removed.

Northern Exposure provided the lowest proposal for the work. Northern Exposure is a reputable local landscape contractor operating in Mequon.

Fiscal Impact

The City received four bids from qualified contractors. The bids are summarized below:

	Northern Exposure	Birchwood	J.R. Boehlke	Complete Lawn
Total Bid:	\$25,000	\$26,907	\$31,925	\$35,840

The contract allows for renewal in 2024, for a successive three-year term. The annual contract cost of \$25,000 is less than that of the 2020 contracts (\$25,180) and includes additional service for the Gateway Feature.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding the three-year contract for median maintenance to Northern Exposure Landscaping, Inc. for an annual cost of \$25,000.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3836

A Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of \$25,000

RECITALS

A. The City contracts for median maintenance on Cedarburg Road, Mequon Road, within the Mequon Business Park, City Hall Parking Lot, and the Gateway Feature at Cedarburg Road and Mequon Road.

B. City staff issued a Request-for-Proposals which resulted in receipt of proposals from four qualified contractors.

C. Staff recommends to the Public Works Committee that a three-year contract be awarded to Northern Exposure Landscaping Inc, Mequon, Wisconsin.

D. The Public Works Committee approved staff's recommendation at its meeting on April 13, 2021.

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

1. The Contract for Median and Landscape Maintenance is awarded to Northern Exposure Landscaping, Inc. of Mequon, WI, in an annual amount not to exceed \$25,000, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: April 13, 2021
SUBJECT: 2020 Work Plan (4.13.21)

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

Attachments:
2021 Work Plan (4.13.21) (PDF)

**Public Works Committee
2021 Work Plan (April 13, 2021)**

4.a.a

Month	Agenda Topics
April	- Resolution Repealing the 2021 Policy for Mequon Community Pool and Parks Operations Due to COVID-19 and Establishing the Mequon Community Pool and Parks Standard Operating Procedures Due to COVID-19 - Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same - Resolution Authorizing City Staff to Exceed the Public Works Equipment Replacement Capital Account Balance by \$225,000 During 2021 for the Purchase of a New Loader Vehicle with Snowplow and Wing Attachments - Resolution Approving the Purchase of a 2016 Dynapac CP142 9-Wheel Rubber Tire Roller from Centex Equipment Sales of Early, Texas for a Total Cost of \$39,000 - Resolution Awarding the 2021 Crack Sealing Contract to Thunder Road of Genesee, Wisconsin in an Amount Not-to-Exceed \$181,000 - Resolution Awarding the 2021 GSB-88 Bituminous Seal Contract to Fahrner Asphalt Sealers, of Waunakee, Wisconsin, in an Amount Not-to-Exceed \$188,000 - Resolution Awarding the 2021 Road Improvements Contract to Payne & Dolan of Jackson, Wisconsin, in the Amount of \$1,047,750 - Resolution Awarding the Rotary Park Parking Lot Improvements Contract to Stark Pavement of Brookfield, Wisconsin in the Amount of \$487,000 - Resolution Authorizing Execution of an Agreement with WE Energies for the Replacement of Street Lights in Phase I of the Mequon Business Park at a Cost of \$275,000 - Resolution Awarding a Contract for HVAC Preventative Maintenance Services During the Period May 1, 2021 - April 30, 2022 to Dillett Mechanical Services, Waukesha, Wisconsin in the Amount of \$21,168 - Resolution Approving a Contract with SMB Landscape Contractors, Thiensville, Wisconsin for Baseball Field Management Services at Rennie and Schmit Fields During the 2021 Season in the Amount of \$15,500 - Resolution Awarding a Contract for Ash Tree Removal Services to Wallace Tree and Landscape Inc. of Glendale, Wisconsin in the Amount of \$13,750 - Resolution Awarding a Three-Year Contract for Median Maintenance to Northern Exposure Landscaping, Inc., of Mequon, Wisconsin at an Annual Cost of \$25,000
May	- Resolution Approving the Acquisition of a Drainage Easement and the Award of a Contract to Replace a Failed Storm Sewer Culvert Across the Property at 9731 N. Courtland Drive for a Total Cost of \$34,625 - Review of Standard Specifications for Land Development, for update and specifically as it relates to regulations of berms

Future Agenda Topics

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

Attachment: 2021 Work Plan (4.13.21) (6129 : 2021 Work Plan (4.13.21))

- | | |
|---|--|
| <ul style="list-style-type: none">• Contract Award for the Demolition of the City Owned Residential Structures at 11236 and 11242 North Cedarburg Road• Approval of the Lion's Club Special Event Agreement for Lion's Fest at Rotary Park• Resolution Temporarily Extending the 2020 Policy for Mequon Community Pool and Parks Operations Due to COVID-19• Resolution Establishing a Template Memorandum of Understanding for Private Water Trusts Operating in the Public Right-of-Way• Resolution Approving a Special Event Agreement for Annual Gathering on the Green Festivities Held During the Third Week of July in Rotary Park | <ul style="list-style-type: none">• A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park• A Resolution Awarding the Reuter Pavilion Roof and Gutter Replacement Contract to Larson's Building Services of Mequon, Wisconsin in the Amount of \$28,660• A Resolution Notifying the Wisconsin Department of Transportation (WisDOT) of the City's Intent to Install an Eastbound Turn Lane on Mequon Road at its Intersection with Weston Drive, in Connection with the Ozaukee Inter-Urban Trail Crossing Improvement Project in the Town Center Neighborhood• 2021 Road Program |
|---|--|