



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

www.cityofmequonwi.gov

Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, June 10, 2025
6:00 PM
South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. May 13, 2025 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4214** A Resolution Authorizing Execution of an Amendment to the Right-of-Way Agreement with MT Trails Foundation, Inc. for Construction of a Bike Path on Highland Road, from the Ozaukee Interurban Trail to Rotary Park

b. **RESOLUTION 4215** A Resolution Approving the Purchase of a 2020 Elgin Whirlwind 1 Pure Vacuum Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin, in the Amount of \$270,395

c. **RESOLUTION 4216** A Resolution Rejecting Bids Received for the Port Washington Road Streetscaping Project Between Zedler Lane and Mequon Road

4) Discussion Items

Discussion and Possible Action

a. Public Works Work Plan (6.10.25)

5) Adjourn

Dated: June 10, 2025

/s/ Jeffrey Hansher, Chair

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

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

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



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Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, May 13, 2025
6:15 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 6:15 p.m.

Present:

Chair Jeffrey Hansher
Alderman Kelly Tolocko
Alderman Peter Bratt

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

2) Election of Chair

a. Motion to nominate Chair

Hansher was nominated and accepted the position of Chair of the Public Works Committee.

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

3) Approval of Minutes

a. April 8, 2025, Minutes

Attachment: 5.13.25 (10426 : May 13, 2025 Minutes)

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

AYES: Hansher, Tolocko, Bratt

4) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4209** A Resolution Ratifying Two Change Orders to a Contract with Seltzer-Ornst Construction of Milwaukee, Wisconsin in the Amount of \$31,786, in Connection with the Replacement of Various HVAC Units and Other Upgrades within the Council Chambers at City Hall

Discussion ensued on the timeline of the project is now ahead of schedule.

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

AYES: Hansher, Tolocko, Bratt

- b. **RESOLUTION 4210** A Resolution Granting a Temporary Limited Easement at the Northeast Corner of Mequon Road and Robin Lane to the Wisconsin Department of Transportation

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

AYES: Hansher, Tolocko, Bratt

- c. **RESOLUTION 4211** A Resolution Granting Two Permanent Limited Easements at the Trinity Creek Crossing of Wauwatosa Road (Approximately 410 Feet North of County Line Road) to the Wisconsin Department of Transportation

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

AYES: Hansher, Tolocko, Bratt

Attachment: 5.13.25 (10426 : May 13, 2025 Minutes)

d. **RESOLUTION 4212** A Resolution Awarding a Design Contract for the Donges Bay Road Turn Lane Improvement to Harwood Engineering Consultants Ltd., of Milwaukee, Wisconsin, in the Amount of \$21,000

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

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

5) Discussion Items

Discussion and Possible Action

a. Public Works Work Plan (5.13.25)

6) Adjourn

1. Motion to Adjourn at 6:32 pm

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

MOVED BY: Alderman Bratt

SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 5.13.25 (10426 : May 13, 2025 Minutes)



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: June 10, 2025
SUBJECT: RESOLUTION 4214 A Resolution Authorizing Execution of an Amendment to the Right-of-Way Agreement with MT Trails Foundation, Inc. for Construction of a Bike Path on Highland Road, from the Ozaukee Interurban Trail to Rotary Park

Background

MT Trails Foundation, Inc. is a local non-profit whose mission is to develop and support a system of family friendly bicycling and walking off road trails throughout Mequon and Thiensville. The Common Council previously approved a resolution in support of an application by the MT Trails Foundation, Inc. for a Transportation Alternatives Program (TAP) grant for construction of an off-road bicycle path connecting the Ozaukee Interurban Trail (OIT) to Rotary Park on Highland Road.

MT Trails Foundation, Inc. was awarded the TAP grant and executed a State/Municipal Agreement (SMA) for the project. MT Trails Foundation, Inc. is the local sponsor for the project. Therefore, the City has no financial participation in the project, and MT Trails Foundation, Inc. is the executor of all grants and contracts.

Subsequently, the Common Council authorized, and the Mayor executed a Right-of-Way Agreement defining the terms and conditions for the project. In late March, the MT Trails Foundation, Inc. submitted final design documents to the City, which included additional improvements not authorized in the original agreement. This item is intended to authorize an amendment to the agreement to allow the foundation to install those improvements.

Analysis

In accordance with the original agreement, MT Trails submitted a traffic impact analysis (TIA) of the River Road and Highland Road intersection, as required by Article I Section 1.c. of the Agreement. The TIA recommended the installation of high visibility pavement markings with 'bicycle/pedestrian crossing' warnings and a Rectangular Rapid Flashing Beacon (RRFB). In the Agreement, Common Council approval is required for installation of the RRFB ("signal beacon"). This amendment to the agreement provides that approval. The energy source for the "signal beacon" shall be solar power, so the City does not incur ongoing energy costs for the infrastructure.

As noted, the TIA recommended and the final design includes high visibility pavement markings at the crosswalks, regulatory signage along the trail and the installation of pedestrian countdown timers on the traffic signal at Highland Road and Cedarburg Road. As those design

improvements were not authorized in the original agreement, the proposed amendment provides the required authorization.

Fiscal Impact

With the exception of the modifications to the traffic signal, the construction, operation and maintenance of all project elements are the financial responsibility of the MT Trails Foundation, Inc. The original agreement further defined MT Trails Foundation, Inc. as financially responsible for the design, construction, operation and maintenance of the path. Should the foundation fail to perform in accordance with the agreement, the City retains the rights to all decision making for the path. The proposed amendment applies those same financial obligations to these additional improvements.

The amendment to the agreement defines MT Trails Foundation, Inc. as financially responsible for the installation of the pedestrian countdown timers on the traffic signal. However, as the City would be required to install the pedestrian countdown timers with modifications to or replacement of the traffic signal, the amendment proposes the improvements as ‘build and contribute’, whereby the City will be responsible for the operation and maintenance costs associated with the traffic signal on a going forward basis.

Recommendation

A recommendation is forthcoming by the Public Works Committee, June 10, 2025.

Attachments:

Amendment to Dedication Agreement (M-T Trails) (PDF)
Executed ROW Agreement (M-T Trails) (PDF)
MT Trails Bike Path Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4214

A Resolution Authorizing Execution of an Amendment to the Right-of-Way Agreement with MT Trails Foundation, Inc. for Construction of a Bike Path on Highland Road, from the Ozaukee Interurban Trail to Rotary Park

RECITALS

A. MT Trails Foundation, Inc. received a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Project Grant (Grant) for the construction of an off-road path on the north side of Highland Road between the Ozaukee Interurban Trail and Rotary Park (Project).

B. The Common Council passed Resolution 4050 approving a Right-of-Way Agreement (Agreement) with MT Trails Foundation, Inc., for the Project.

C. The Agreement required Common Council approval of the signal beacon, now designed as a Rectangular Rapid Flashing Beacon at the intersection of Highland Road and River Road.

D. The final design plans for the Project include additional design details not authorized in the original agreement, including modifications to the traffic signal at Highland Road and Cedarburg Road, pavement markings and regulatory signage.

E. The attached amendment to the Agreement defines the rights and responsibilities of MT Trails, Foundation, Inc. as it relates to the final design.

F. The Public Works Committee recommended approval at its meeting on June 10, 2025.

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

1. The installation of a Rectangular Rapid Flashing Beacon at the intersection of Highland Road and River Road is authorized.

2. The Right-of-Way Agreement Amendment for the Highland Road off road path is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: June 10, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 10, 2025.

Caroline Fochs, City Clerk

**AMENDMENT TO RIGHT-OF-WAY AGREEMENT TO ADDRESS ADDITIONAL
FEATURES NOT IDENTIFIED IN THE ORIGINAL PROJECT PLAN**

This Amendment to Right-of-Way Agreement to Additional Features Not Identified in the Original Project Plan (the “Additional Feature Amendment”) is entered into by and between MT Trails Foundation, Inc. (“MT Trails”) and the City of Mequon, Wisconsin (“CITY”) (referred to individually, each of the foregoing is a “Party” and collectively, the “Parties”) for the Highland Road Bike Spur (the “Project”), as of _____, 2025.

RECITALS

WHEREAS, the Parties to this Additional Feature Amendment entered into a Right-of-Way Agreement on June 13, 2023 (the “Agreement”).

WHEREAS, the parties are desirous of amending the Agreement, in order to amend and restate certain terms and obligations.

IN CONSIDERATION OF the foregoing recitals, the following agreements, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree:

1. MT Trails submitted a traffic impact analysis (TIA) of the River Road and Highland Road intersection, as required by Article I Section 1.c. of the Agreement. The TIA recommended the installation of high visibility pavement markings with bicycle/pedestrian warning crossing and a Rectangular Rapid Flashing Beacon (RRFB). In the Agreement, Common Council approval is required for installation of the RRFB (“signal beacon”). This amendment to the agreement provides that approval. The energy source for the “signal beacon” shall be solar power, so the CITY does not incur ongoing energy costs for the infrastructure.

2. The final design plans submitted to the CITY included several proposed culverts under the trail and trail connections to the roadway. The initial design and installation of the culverts will be reviewed and approved as a part of the CITY review process. Culverts will be considered as a part of the trail infrastructure and therefore be the responsibility of the Foundation to operate and maintain. Future culvert installations or replacements shall be subject to the driveway culvert permit process and fees.

3. The final design proposes the installation of pedestrian countdown timers on the existing traffic signal at Cedarburg Road and Highland Road. The infrastructure shall be considered “build and contribute” whereby the Foundation procures and installs the materials and dedicates that infrastructure to the CITY. The Foundation shall hire TAPCO to inspect the installation and provide written confirmation to the CITY that the infrastructure was installed per

plan and is compatible and functional with the existing traffic signal operations. The CITY will subsequently be responsible for the operation and maintenance of the pedestrian countdown timers, including energy costs. Should the CITY determine in the future that the pedestrian countdown timers are no longer warranted, they shall be offered to MT Trails prior to disposal.

4. After the Project is fully completed (as determined by the CITY), MT Trails shall provide the CITY with as built drawings and associated GIS shapefiles for any underground infrastructure including, but not limited to, storm sewer and buried electrical.

5. All future work not outlined in the Agreement or in this Amendment is subject to a Right-of-Way permit. If the requested work impacts the terms of the Agreement or the Amendment, an additional amendment may be required.

6. Article I Section 7 of the Agreement defined the operation and maintenance that MT Trails shall operate and maintain, at its sole cost and expense. After submitting plans to the CITY for approval, Section 7.a. of the Agreement shall be amended to include:

- (7) Reimbursement to the CITY for annual inspection and all labor, equipment and material costs to maintain of the high visibility pavement markings installed as a part of the Project.
- (8) Reimbursement to the CITY for annual inspection and all labor, equipment and material costs to maintain or replace the regulatory signage installed as a part of the Project.

RIGHT-OF-WAY AGREEMENT FOR HIGHLAND ROAD BIKE/PEDESTRIAN SPUR FROM THE OZAUKEE INTERURBAN TRAIL TO ROTARY PARK

THIS RIGHT-OF-WAY AGREEMENT ("Agreement"), made as of the day of MONTH, YEAR, by and between MT Trails Foundation, Inc. ("MT Trails") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties") for the Highland Road Bike Spur (the "Project").

RECITALS

WHEREAS, Rotary Park and a portion of the Ozaukee Interurban Trail (OIT) are part of the CITY's park system and are under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

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

WHEREAS, a connection between the OIT and Rotary Park are not included as high priority projects within the Park Plan; and

WHEREAS, MT Trails applied for and received a Transportation Alternatives Program (TAP) grant through the Wisconsin Department of Transportation; and

WHEREAS, MT Trails proposes to install a 10' paved path with gravel shoulders from the OIT to Rotary Park at its sole cost of design, construction, operation and maintenance; and

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

WHEREAS, without the MT Trails Project, the City would not incur these maintenance costs; and

WHEREAS, MT Trails has agreed to donate the infrastructure to the City and accept ongoing operation and maintenance responsibilities and cost; and

WHEREAS, MT Trails has raised funds sufficient to pay for the design, construction and ongoing operation and maintenance of the Project that it intends to construct on CITY property; and

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

NOW, THEREFORE, the Parties agree as follows:

Attachment: Executed ROW Agreement (M-T Trails) (RESOLUTION 4214 : MT Trails ROW Agreement Amendment)

ARTICLE I OBLIGATIONS OF THE PARTIES

Section 1.1 MT Trails. MT Trails shall construct, at its sole cost and expense, the Project between the OIT and Rotary Park in accordance with the Approved Plans for the Project. Plans must be submitted to the CITY, and will be reviewed for approval against the following terms:

(1) The design of the proposed improvements shall adhere to the Standard Specifications for Land Development, current edition.

(2) Any improvements shall be located within the Highland Road right-of-way or within a public pedestrian easement dedicated solely to the CITY. The CITY will not be responsible for the negotiation of required easements. If easements on private property are required, the CITY shall provide the easement language, subject to review and approval by the City Attorney. MT Trails shall provide the legal description and easements for the document prior to recording. The final easement is subject to Common Council approval prior to recording.

(3) The grant application implies the installation of a “signal beacon” at River Road and Highland Road. Prior to including the “signal beacon” on the plans submitted to the CITY for approval, MT Trails shall submit a traffic impact analysis (TIA) of the intersection, with a recommendation by a traffic engineer as to whether a “signal beacon” is warranted. Including the “signal beacon” on the plans is subject to Common Council approval. If the TIA conclusively determines that a “signal beacon” is warranted, the selection of the equipment is at the sole discretion of the CITY. The energy source for the “signal beacon” shall be solar power, so the CITY does not incur ongoing energy costs for the infrastructure.

Section 1.2 Ozaukee Interurban Trail Advisory Committee. After receiving Approved Plans from CITY, MT Trails shall also gain approval from the Ozaukee Interurban Trail Advisory Committee prior to bidding. If the Ozaukee Interurban Trail Advisory Committee requires any modifications to the Approved Plans, the plans shall be resubmitted to the CITY for approval prior to bidding.

Section 1.3 Modifications. Any changes or deviations to the Project must be approved in writing by the CITY.

Section 1.4 Project Management. The Project will be managed by MT Trails under the oversight of the CITY. MT Trails is required to hire a construction inspection firm that will submit daily inspection reports to the CITY on a weekly basis. At the conclusion of the Project, MT Trails must submit a certification to the CITY that the project was constructed per the Approved Plans. Prior to acceptance of the Project, the CITY shall complete a final inspection. Approval is subject to completion of all punchlist items.

Section 1.5 Lien Waivers. After the Project is fully completed (as determined by the CITY), MT Trails will provide lien waivers from contractors.

Section 1.6 Condition. MT Trails shall maintain the Project in good condition. Should the Project deteriorate, need repair, or create a hazard, MT Trails agrees, at MT Trails' sole expense, to remedy said condition(s) to the satisfaction of the CITY, or remove the Project and restore the area to match the surrounding area.

Section 1.7 Operation and Maintenance. MT Trails shall operate and maintain, at its sole cost and expense, the Project between the OIT and Rotary Park. Operation and maintenance are subject to the following terms:

(1) Any endowment from MT Trails shall be placed into a segregated, non-lapsing fund utilized for the operation, maintenance, rehabilitation, repair and/or replacement of this Project only. Should the endowment be insufficient to cover the ongoing life cycle costs for the Project, the CITY reserves the right to make long-term decisions up to and including removal of the Project. The minimum operation and maintenance costs, which the endowment must fund, includes, but is not limited to:

- (a) Annual inspection of the bicycle path and shouldering for required maintenance and repair.
- (b) Maintenance of the path and shoulders free from debris and garbage.
- (c) Maintenance of gravel shoulders in compliance with the Standard Specifications for Land Development which may include, but is not limited to, regrading of the existing material and/or addition of new material.
- (d) Maintenance of the asphalt in compliance with the Standard Specifications for Land Development which may include, but is not limited to, filling cracks with bicycle safe materials, sealing the asphalt to slow pavement deterioration, removal and replacement of sections of the asphalt, mill and overlay, and/or pulverize and repave.
- (e) Reimbursement to the CITY for annual inspection and any reasonably required maintenance or repairs of the "signal beacon".
- (f) Response to CITY notification of reasonable issues or concerns.

(2) The CITY currently does not remove snow from locally owned off road paths and cannot due to equipment and staffing constraints. MT Trails may contract a private snow removal firm if snow removal is desired or required. Prior to entering into the contract, MT Trails shall provide a copy of the contractor's liability insurance, naming the City as an additional insured, and submit to the CITY so the CITY is aware of the contractor's equipment and labor capabilities. No right-of-way permit shall be required for snow removal.

(3) If a "signal beacon" is installed, the CITY reserves the right to review the life cycle costs and the cost/benefit ratio of maintaining the infrastructure in perpetuity, and retains the right to make all decisions regarding operation, maintenance, repair and replacement.

Section 1.8 Access. CITY will provide reasonable public access to MT Trails within the right-of-way between the Ozaukee Interurban Trail and Rotary Park for the construction, operation and maintenance of the Project. Permits to work within the right-of-way shall not be required for snow removal, debris and garbage removal and operation or maintenance activities which do not permanently alter the right-of-way. Permits will be required for those activities outlined in Section 5.a.(3) and (4), as well as any construction, operation or maintenance activities which permanently alter the right-of-way.

Section 1.9 Diggers Hotline. MT Trails acknowledges that it will contact Diggers Hotline prior to the installation of the Project and will coordinate as needed with the CITY to ensure that CITY and other public utilities in said public right-of-way are not damaged as part of said installation.

Section 1.10 Drainage. MT Trails acknowledges that the installation, operation and maintenance of the Project may not block or dam existing surface drainage patterns through the area.

Section 1.11 Permits. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Engineering Division.

Section 1.12 Easement. Any easement that may be required for the installation of private utilities shall be approved by the Common Council.

Section 1.13 Fees. MT Trails shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its sole and absolute discretion.

Section 1.14 Impact. Should CITY resurface, reconstruct, improve, or otherwise modify the right-of-way between the OIT and Rotary Park, MT Trails is not owed repayment or damages for donated infrastructure if the CITY's work impacts the IMPROVEMENTS.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Purpose. The purpose of this Agreement is to:

(1) Memorialize the understanding of the CITY and MT Trails regarding public access to the Project.

Section 2.2 Representations and Warranties of CITY. The CITY makes the following representations and warranties:

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

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

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

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

(5) If MT Trails requests inclusion in the issuance of standard CITY contracts (i.e. cracksealing, GSB-88 or Road Improvements), notice shall be provided to the CITY no later than January 15 on the year the contract is requested. Separate bid items will be provided for the Project and reimbursement will be equal to actual costs. MT Trails will be provided with the cost of the bid items prior to contract award. Upon receipt of the cost of the bid items, MT Trails must notify City Staff within five (5) business days that sufficient funds have been allocated for MT Trails to reimburse the City and that reimbursement will be provided within thirty (30) days of invoicing or that MT Trails will not participate and the bid items should not be awarded.

Section 2.3 Grant Funding. The Grant will pay for up to \$988,000 of the cost of the Project not to exceed the Grant award as defined in the Grant contract. The local match requirement is all remaining Project costs. MT Trails will provide all required project sponsor match funds and any additional project costs not covered under the Grant agreement.

Section 2.4 Representations and Warranties of MT Trails. MT Trails makes the following representations and warranties:

(1) MT Trails shall not have or obtain any legal rights to said public right-of-way by virtue of such construction, installation, maintenance, expenditure of money or usage. CITY may at any time proceed or permit grading, utility installation, repair, maintenance, plowing, reconstruction, and/or similar activities in said public right-of-way without being obligated to MT Trails in any way and without any compensation to MT Trails for the Project.

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

(3) MT Trails will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to

the Plans and Specifications approved in writing by City staff which will not have a material adverse effect on the Project.

(4) MT Trails will not erect any signs, plaques or sell any naming rights for infrastructure within the public right-of-way or located on public property, including within Rotary Park.

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

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

(7) Indemnification.

- (a) Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of MT Trails or its contractors, subcontractors or materialmen in their performance of this Agreement or from MT Trails' failure to comply with any of the provisions of this Agreement or of law, MT Trails shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to MT Trails promptly, in writing, notice of the alleged loss, damage or injury.
- (b) In conjunction with the construction, installation and maintenance of the Project by MT Trails within said public right-of-way, MT Trails will assume all liability for any damage to CITY facilities or other public utilities located in said public right-of-way. MT Trails will indemnify and hold the CITY or other public utilities harmless from any claims for personal injuries or property damage caused by MT Trails arising out of the construction, installation or maintenance by MT Trails of the Project within said public right-of-way.

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

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

(10) MT Trails acknowledges and agrees that CITY will ultimately retain jurisdiction over the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

Section 3.1 Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

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

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

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

(4) If MT Trails shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default,

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

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

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

- (a) in the case of MT Trails is addressed to or delivered personally to:

Ms. Lori Lorenz, Board Member
MT Trails Foundation Inc.
9801 N Hilltop Lane
Mequon, WI 53092

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

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

With a Copy to:

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

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

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

are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

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

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

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

M-T Trails Foundation, Inc.

CITY

BY: Lori N. Loring

BY: Andrew Nerburn
Andrew Nerburn, Mayor

ATTEST:

BY: Caroline Fochs
Caroline Fochs, Clerk

Dated: 5/21/23

Dated: 6-13-23

Approved by: Brian C. Sajdak
Brian C. Sajdak, City Attorney

Attachment: Executed ROW Agreement (M-T Trails) (RESOLUTION 4214 : MT Trails ROW Agreement Amendment)

MT Trails Foundation, Inc. Highland Road Bike/Pedestrian Spur



Attachment: MT Trails Bike Path Map (RESOLUTION 4214 : MT Trails ROW Agreement Amendment)



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

www.cityofmequonwi.gov

Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: June 2, 2025
SUBJECT: RESOLUTION 4215 A Resolution Approving the Purchase of a 2020 Elgin Whirlwind 1 Pure Vacuum Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin, in the Amount of \$270,395

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 is for the purchase of a used 2020 Elgin Whirlwind 1 pure vacuum street sweeper to replace unit #325, a 1992 Elgin Pelican mechanical street sweeper. The 33-year-old sweeper with 21,915 miles and 4,013 hours has reached the end of its useful life and is prone to continual hydraulic leaks due to worn out and rusted steel hydraulic lines deep inside the sweeper's inner workings. After multiple repairs, the sweeper continues to spring new leaks from different areas and leaves hydraulic fluid on the very roads DPW is trying to clean. It is not cost effective to replace more and more lines and parts on this sweeper, so it has been taken out of service.

As a best management practice, Mequon DPW sweeps all curb & gutter streets (40 miles) and parking lots in the City on a monthly basis from April to November as part of Mequon's stormwater management program. Such efforts are intended to keep debris out of the community's storm sewer systems and ultimately, out of drainageways, creeks, streams, and rivers. In 2024 with Mequon's current sweeper, DPW logged approximately 200 hours of sweeping time. The amount of debris collected is transmitted to the Wisconsin Department of Natural Resources (WDNR), as part of the City's annual reporting for its Municipal Separate Storm Sewer System (MS4) Permit.

Replacement of the current mechanical sweeper has been in DPW's plans for the last several years, but due to the high purchase price of approximately \$400,000, it has not fit in with recent annual replacement expenditures. Staff is recommending replacing the 1992 mechanical sweeper with a pure vacuum sweeper to better remove fine particles when sweeping, and to remove any debris which might clog permeable paver parking lots. In addition to sweeping, a pure vacuum sweeper also has the capability to clean out storm sewer catch basins and culvert pipes with its suction hose attachment, making it a multi-task machine to keep storm drainage systems flowing

properly while reducing the amount of sediment and debris entering local waterways.

Analysis

Ultimately, failure of the current street sweeper has accelerated DPW's search for a replacement. In addition to obtaining pricing on two new sweepers (with a lead time of six to nine months for delivery), staff also obtained pricing on nine used street sweepers of various ages and conditions shown in the attached spreadsheet. The 2020 Elgin Whirlwind 1 pure vacuum street sweeper from Macqueen Group is up for sale from their rental fleet and has been maintained by Macqueen Group since new. It is in very good condition with only 177 hours on the sweeper mechanicals. The Elgin Whirlwind 1 pure vacuum sweeper is a truck chassis mounted sweeper as opposed to our current three-wheeled Elgin Pelican mechanical sweeper. The Elgin Pelican model is more of an on-site sweeper and is not as efficient in highway travel to and from sweeping sites as a truck chassis mounted sweeper. This 2020 Elgin Whirlwind 1 sweeper was rented by a contractor who drove the sweeper to multiple jobsites but only performed sweeping operations for very short periods. Therefore, the truck chassis has 30,280 miles and 1,271 hours, but the actual sweeper unit was only used for 177 hours. Since in City operations the sweeper would never leave the City and wouldn't amass high mileage on the chassis, staff is not concerned with the truck chassis mileage. Based on the price comparison between this used sweeper and a new sweeper with the same features, as well as the overall condition of the 2020 sweeper with low sweeper hours, staff recommends this sweeper. Used sweepers in good condition do not stay on the market for long, so staff is requesting approval to purchase this used 2020 sweeper.

Fiscal Impact

The purchase price of the 2020 Elgin Whirlwind 1 sweeper is \$270,395. Macqueen Group uses Bell Bank Equipment Finance from Maple Grove, Minnesota as a partner for municipal financing. Bell Bank Equipment Finance has provided multiple lease options for the purchase of this machine, which are attached with the quote. With interest applied due to financing this unit along with an initial downpayment and a 5-year full payout as proposed, the final cost of the unit would be \$304,346.16. The municipal financing terms have no penalty for early payoff, so a large portion of the \$33,951.16 in interest could potentially be saved by paying off the financing in 2026 and/or 2027 depending on available budget allocations.

The Finance Department has reviewed the Bell Bank municipal financing options and has contacted Port Washington State Bank (PWSB) for a local bank rate comparison. PWSB will match the terms of Bell Bank at 4.99%, which is approximately 2% lower than their normal commercial rates for equipment financing reflecting their interest in working with the City on this and future needs. Since PWSB is the City's local long-time banking partner and maintains a no fee banking relationship with the City, it benefits the City to utilize PWSB for this financing. The Finance Department is recommending Port Washington State Bank's 5-year full payout municipal lease at 4.99%. PWSB's proposal letter is attached.

The Department of Public Works Equipment Replacement Account #410787-725012-10359 currently has a balance of approximately \$94,000 in unencumbered funds to make the down payment of \$50,724.36 due on delivery.

The old sweeper unit will be sold on the Wisconsin Surplus Online Auction, with the proceeds going back to the equipment replacement account.

Recommendation

A recommendation is forthcoming from the Public Works Committee on June 10, 2025.

Attachments:

2020 Elgin Whirlwind1 Proposal 5.7.2025 (PDF)

Sweeper Spreadsheet 6 3 25 (PDF)

PWSB Loan Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4215

A Resolution Approving the Purchase of a 2020 Elgin Whirlwind 1 Pure Vacuum Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin, in the Amount of \$270,395

RECITALS

A. The DPW Highway Division currently utilizes a mechanical street sweeper for sweeping curb & gutter streets and parking lots on a regular basis to reduce the amount of debris washing into the City's storm sewer systems.

B. The current City Unit #325 is a 1992 model that is no longer dependable and is experiencing repeated hydraulic fluid leaks on streets and parking lots and has reached the end of its useful life. Staff would like to replace/upgrade to a pure vacuum sweeper with more capabilities.

C. DPW staff received price quotations for several replacement options including both new and used models and has determined that the most cost beneficial option is a 2020 Elgin Whirlwind 1 pure vacuum street sweeper from Macqueen Group of Menomonee Falls, Wisconsin for a cost of \$270,395.

D. Adequate funds are available in the Department of Public Works Equipment Replacement Fund, Account #410787-725012-10359 for the \$50,724.36 payment due on delivery, with the remainder due through a government equipment 5-year full payout municipal lease.

E. The Committee on Public Works, at its meeting on June 10, 2025, 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 2020 Elgin Whirlwind 1 Pure Vacuum Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin for the purchase price of \$270,395, which includes a \$50,724.36 down payment, and further authorized to enter into a five-year, no pre-payment penalty municipal equipment financing agreement with Port Washington State Bank for the balance 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: Andrew Nerbun, Mayor

Date Approved: June 10, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 10, 2025.

Caroline Fochs, City Clerk



May 7, 2025

Request for Quotation:
2020 Elgin Whirlwind1
Single Engine Street Sweeper

Prepared For:
Tim Weyker
City of Mequon
10800 N Weston Dr.
Mequon, WI 53092

Prepared by:
MacQueen
N60 W15835 Kohler Ln
Menomonee Falls, WI 53051

Tim,

The attached proposal lists all the options that make up the combined purchase price. The final sections explain the terms, MacQueen services, and training for the proposed machine.

Thank you for this opportunity to submit this proposal on behalf of your equipment needs.

Sincerely,

Cody Pfennig
Sales Representative
MacQueen





Product Description:

- ✓ Elgin Whirlwind1, Single Engine Street Sweeper
- ✓ Freightliner M2 106 Chassis
- ✓ Marmon-Herrington Variable Speed Device Powering Single Engine System
- ✓ 8 Cubic Yard Capacity
- ✓ 335 Gallon Water Capacity
- ✓ 177 Fan Hours (Sweeping Hours)
- ✓ 30,280 Chassis Miles
- ✓ 1,271.3 Chassis Hours

*This sweeper is in great condition, and has been fully maintained by MacQueen throughout the life of the machine. Before delivery, we will bring it into the shop, and make any repairs necessary to ensure that it performs up to MacQueen’s standards for the City of Mequon. This is included in the purchase price.

Equipment Features:

- ✓ 36” Dual Side Brooms
- ✓ 3rd Caster Wheel, Both Sides
- ✓ Lifeliner Hopper System
- ✓ Dual Side Broom Tilt w/ Display
- ✓ Auto Shutter Dual
- ✓ LED Beacons, Cab/Front/Rear
- ✓ Front Spray Bar
- ✓ Air Purge for Water System
- ✓ Dual Rear LED Flood Lights
- ✓ Inspection Door and Step Right Hand
- ✓ Wandering Hose for Catch Basin Cleaning
- ✓ Hopper Deluge
- ✓ (2) Four Foot Aluminum Extension Tubes
- ✓ High Pressure Washdown
- ✓ Dual Variable Speed Side Brooms
- ✓ 6” Hopper Drain

EQUIPMENT TOTAL.....\$270,000.00

Quoted prices are based on current costs and therefore subject to change with written notice to account for pricing changes beyond seller’s control.

Attachment: 2020 Elgin Whirlwind1 Proposal 5.7.2025 (RESOLUTION 4215 : 2025 DPW Equipment Replacement Program - Street Sweeper)



FINANCE OPTIONS:

The following finance options are provided by Jeff Tibbetts at Bell Bank Equipment Finance.

Jeff Tibbetts

Vice President – Territory Manager



Family and Employee Owned

15490 101st Ave N | Suite 200 | Maple Grove, MN 55369

Mobile 612.251.1037

jtibbetts@bell.bank | www.bell.bank | Member FDIC

Finance amount = \$270,395.00 (includes \$395 doc fee)

5-year full payout municipal lease @ 4.99%

Annual payments:

- 2025 - \$50,724.36 – payment due in advance / at delivery
- 2026 - \$50,724.36
- 2027 - \$50,724.36
- 2028 - \$50,724.36
- 2029 - \$50,724.36
- 2030 - \$50,724.36 – final payment

Below quotes assume June 25' delivery with first annual payment not made until January 26':

Annual payments (55-month term – 4.99%):

- 6/15/25 – no payment required at delivery
- 1/15/26 - \$61,200.70
- 1/15/27 - \$61,200.70
- 1/15/28 - \$61,200.70
- 1/15/29 - \$61,200.70
- 1/15/30 - \$61,200.70

Annual payments (67-month term – 4.99%):

- 6/15/25 – no payment required at delivery
- 1/15/26 - \$52,200.86
- 1/15/27 - \$52,200.86
- 1/15/28 - \$52,200.86
- 1/15/29 - \$52,200.86
- 1/15/30 - \$52,200.86
- 1/15/31 - \$52,200.86– final payment



MACQUEEN™

MACQUEEN EQUIPMENT SERVICES:

- ✓ Full service-center located in Menomonee Falls, WI with over \$1,000,000 in parts stocked.
 - 70+ years of experience servicing municipal equipment in Wisconsin.
 - 40+ years of experience servicing Elgin, specifically.
- ✓ 7 factory qualified service technicians including over-the-road service.
- ✓ One of our Product Training Specialists, Travis Fritz or Tim Schell, will fully train operators upon delivery.
 - They can also be scheduled to come back in events such as new hires, turnover, or if operators simply want to refresh knowledge. Fees for non-delivery training sessions should be discussed with Travis and Tim.
 - They are available by phone for questions at any time:
 - Travis' mobile: (920) 263-7272
 - Tim's mobile: (262) 893-3611
- ✓ Free mechanic and operator training is offered at the factory as well. Dates will be provided by us when requested.

PARTS AND SERVICE CONTACTS:

- ❖ Aaron Long – Service Manager
(414) 614-4799 | aaron.long@macqueengroup.com
- ❖ Bill Wellman – Parts Manager
(262) 252-4744 | bill.wellman@macqueengroup.com
- ❖ Travis Fritz – Over-the-Road Parts and Service Sales
(920) 893-3611 | travis.fritz@macqueengroup.com

Terms of Sale: Net 30 Terms. Signature will initiate the process of sale.

SIGNATURE: _____ DATE: _____

Current Sweeper

<u>Year</u>	<u>Chassis Miles</u>	<u>Chassis Hours</u>	<u>Sweeper Hours</u>	<u>Make/Model</u>	<u>Type</u>	<u>Age</u>	<u>Comments</u>
1992		3,500	3,500	Elgin Pelican	Mechanical	33	Out of Service

Possible Replacement Sweeper

<u>Year</u>	<u>Miles</u>	<u>Hours</u>	<u>Sweeper Hours</u>	<u>Make/Model</u>	<u>Type</u>	<u>Age</u>	<u>Location</u>	<u>Price</u>	<u>Date Available</u>	<u>Int. Rt.</u>	<u>Comments</u>
2025	0	0	0	Elgin Whirlwind 1	Pure Vacuum	0	Macqueen, Menomonee Falls, WI	\$420,376.00	Nov. 2025	5.75%	New - 1 year warranty
2025	0	0	0	Bucher Municipal V65	Pure Vacuum	0	Envirotech, Lannon, WI	\$386,090.00	Mar. 2026	5.59%	New - 2 year warranty
2020	30,280	1,271	177	Elgin Whirlwind 1	Pure Vacuum	5	Macqueen, Menomonee Falls, WI	\$270,000.00	Available Now	4.99%	Excellent Condition
2017	32,625	3,717		Elgin Whirlwind	Pure Vacuum	8	Cate Machinery Co, Salt Lake City, UT	\$105,000.00			Poorer Condition
2016	50,826	5,658		Bucher/Johnston VT651	Pure Vacuum	9	Mtech Company, Cleveland, OH	\$150,000.00			Good Condition - High Hours
2015	38,753	4,739		Bucher/Johnston VT651	Pure Vacuum	10	Big Truck & Equipment, Fontana, CA	\$149,900.00			
2014	50,671	7,527		Bucher/Johnston VT651	Pure Vacuum	11	Envirotech, Lannon, WI	\$74,000.00			Poorer Condition - High Hours
2014	40,000	3,795		Elgin Whirlwind	Pure Vacuum	11	Macqueen, Menomonee Falls, WI	\$120,000.00			
2009		5,741		Bucher/Johnston VT650	Pure Vacuum	16	Bortech Industries, Mechanicsburg, PA	\$79,000.00			
2006	46,978			Bucher/Johnston VT650	Pure Vacuum	19	Brown Equipment Co, Fort Wayne, IN	\$120,000.00			
2000		16,000		Bucher/Johnston 605	Pure Vacuum	25	Brown Equipment Co, Fort Wayne, IN	\$50,000.00			

Brown Deer has new Bucher Municipal V65t that they like.
 Thiensville has Elgin Whirlwind that they like.



Yesterday, Today, Tomorrow... Since 1899

June 3, 2025

City of Mequon
 Attn: Brenda Arnett
 11333 N Cedarburg Rd
 Mequon, WI 53092

RE: Loan Proposal

Dear Ms. Arnett:

Thank you for the opportunity to provide you with this financing proposal for discussion. Please note that this is a proposal only at this time and, as such, should not be interpreted as a commitment by the Bank to provide financing.

This term sheet serves as a preliminary description of the possible terms and conditions of the proposed financing, which is subject to further review, analysis, consideration, and credit approval by the bank. If the bank extends credit, the final loan documentation will contain additional representations, warranties, covenants and other provisions customarily employed by Port Washington State Bank for similar loan transactions or that the Bank believes to be necessary or appropriate with respect to the specific credit.

I welcome your thoughts and questions throughout the process, as items contained herein may be modified during the review process. That being said, this proposal presents what I would anticipate will be very close to the term should you choose to move forward with Port Washington State Bank, again, subject to credit review and underwriting.

Thanks again for the opportunity to present the proposed terms. If you are comfortable proceeding, I will work diligently to get a final approval as efficiently as possible. Once you had the chance to review, please give me a call to discuss.

Sincerely,

Brian C. Gold
 Vice President - Senior Business Lender
 Port Washington State Bank

PROPOSED TERMS & CONDITIONS

BORROWER: City of Mequon

AMOUNT: up to \$219,275.64

USE OF FUNDS: Purchase 2020 Elgin Whirlwind Single Engine Street Sweeper

RATE/TERM: 4.99% fixed for five (5) years

AMORTIZATION: up to 5 years

COLLATERAL: 2020 Elgin Whirlwind Single Engine Street Sweeper

COMPUTATION: Interest shall be calculated on the basis of a 360 day year, on the actual number of days elapsed, and on the unpaid principal balance, from time to time outstanding.

LOAN FEES: \$395

REPAYMENT TERMS: Principal and Interest payments monthly

PREPAYMENT PENALTY: None

GUARANTY: None

LOAN DOCUMENTS: The loan will be evidenced and secured by documents satisfactory to the Lender which shall include but not limited to Business Note, Selective Business Security Agreement, and such additional loan and security documents as Lender shall reasonably require.

Other:

FINANCIAL REPORTING: None

CLOSING ITEMS:

1. Proof of Insurance on the equipment
2. Authorization from the City to borrow and the designation of who the signers will be
3. Any other information that the Bank may need.

Attachment: PWSB Loan Proposal (RESOLUTION 4215 : 2025 DPW Equipment Replacement Program - Street Sweeper)



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

www.cityofmequonwi.gov

Office of Community Development

TO: Public Works Committee
FROM: Jac Zader, Assistant Director Community Development
DATE: June 10, 2025
SUBJECT: RESOLUTION 4216 A Resolution Rejecting Bids Received for the Port Washington Road Streetscaping Project Between Zedler Lane and Mequon Road

Background

The streetscape plan for North Port Washington Road as part of public improvements within TID No. 4 and TID No. 5 from Zedler Lane to Mequon Road was approved by the Common Council May 14, 2024. The project includes new street and pedestrian light fixtures, median modifications, street trees and landscaping enhancements within the medians and intersection improvements. A Resolution Authorizing a Contract Amendment for the Development of Streetscape Construction Plans with Harwood Engineering Consultants, Ltd., was approved on August 14, 2024, with the intent to bid the project in Fall of 2024 for construction in Spring 2025. This process was postponed due to a delay by Ozaukee County in approving the project. Port Washington Road is under the jurisdiction of the County even though the road is located within the City. Due to this delay, the project was bid earlier this year on May 1, 2025, with a bid opening date of May 22, 2025.

Analysis

The City received two bids for the Port Washington Road Streetscape contract with the low base bid of \$2,560,000 from Property Solutions of Thiensville. The low bid is over twice as much as Harwood's initial estimate of \$1,100,000 (2022). The consultant states that the current bids are significantly higher based on several factors beyond the time that has lapsed since the original estimate. These include the time of the year the project was bid, the compressed schedule to complete the project, and uncertainty with tariffs and inflation. Based on the unanticipated and increased cost for the Port Washington Road Streetscape contract, City staff recommend rejecting both bids, as summarized below. Staff and the consultant agree that bidding the project in fall of 2025, with an extended construction timeframe, will result in more competitive bids for the City.

Port Washington Road Streetscape	Vinton	Property Solutions
Base Bid - Port Washington Road	\$2,561,885	\$2,560,000
Alternate Bid: Port Washington Road & Mequon Road	\$2,767,065	\$2,744,903
Additive Bid: 1-Year Landscape Maintenance	\$25,000	\$20,000

The bid summary is attached.

Fiscal Impact

The overall cost of the streetscaping project is proposed to be split between TID No. 4 and No. 5. Currently, the TIDs combined have approximately \$2,000,000 in cash reserves as of the 2024 Annual Report, which is based on January 1, 2024 values, thus showing a lack of sufficient funding for project implementation.

Recommendation

A recommendation is forthcoming from the Public Works Committee on June 10, 2025.

Attachments:

Bid Summary (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4216

A Resolution Rejecting Bids Received for the Port Washington Road Streetscaping Project
Between Zedler Lane and Mequon Road

RECITALS

- A. The City of Mequon Engineering Division has advertised and received bids for the TID #4 and #5 Public Improvements: Port Washington Road Streetscape.
- B. Staff has reviewed the various bids and contractor qualifications for the contracts.
- C. All bids are substantially higher than estimated and staff recommends that the Public Works Committee rejects all bids.
- D. The Committee on Public Works at its meeting on June 10, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that all bids for the City of Mequon's TID #4 and #5 Public Improvements: Port Washington Road Streetscape are rejected.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 10, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 10, 2025.

Caroline Fochs, City Clerk



**CITY OF MEQUON
WISCONSIN**

**BIDS RECEIVED FOR: Mequon TID #4 and #5 Public Improvements,
Port Washington Streetscape: Mequon Road to West Zedler Lane**

BID OPENING: 5/22/2025 2:00 PM
DATE TIME

<u>BIDDER</u>	<u>BASE BID</u> Port Washington Road	<u>ALTERNATE BID</u> Port Washington Road & Mequon Road	<u>ADDITIVE BID</u> 1-Year Landscape Maintenance
Vinton	\$2,561,885.00	\$2,767,065.00	\$25,000.00
Property Solutions	\$2,560,000.00	\$2,744,903.00	\$20,000.00

Attachment: Bid Summary (RESOLUTION 4216 : TID 4 and 5 Port Washington Road Streetscape



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

www.cityofmequonwi.gov

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: June 10, 2025
SUBJECT: Public Works Work Plan (6.10.25)

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

Attachments:
2025 Work Plan (6.10.25) (PDF)

**Public Works Committee
2025 Work Plan (June 10, 2025)**

Month	Agenda Topics
June	<ul style="list-style-type: none"> • Resolution: M-T Trails Right-of-Way Agreement Amendment • Resolution: Approving the Purchase of a Street Sweeper • Resolution: Rejecting Bids for the Port Washington Road Streetscape
August	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: WisDOT Mequon Road East Project/City Corridor Requests OR Resolution: WisDOT SMFA Approval
October	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Enterprise Lease Annual Report
November	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Road Program Recap

Future Agenda Topics

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

2025 Completed Items:

<ul style="list-style-type: none"> • Focus on Fleet • 2025 Road Program Overview • Resolution: City Facilities Cleaning Contract • Focus on Facilities • Resolution: Approval of Bicycle and Pedestrian Comprehensive Plan • Resolution: HVAC Preventative Maintenance Contract • Resolution: Fee Schedule Amendment • Resolution: Contract Award for Preemption at Weston Dr/Mequon Rd • Resolution: Authorization of Inspection Contracts with Various Consultants in Excess of \$25,000 • Resolution: Cracksealing Contract Award • Resolution: Road Improvements Contract Award • Resolution: GSB-88 Contract Award • Resolution: Road Patching Contract Rejection • Resolution: We Energies Easement Adjacent to Swan Road (Mequon Nature Preserve) • Resolution: Authorization of Various Vendors in Excess of \$25,000 • Discussion: Lake Shore Drive Road Program Public Information Approach/Schedule • Discussion: Highlight on Highways • Resolution: Ratifying City Hall HVAC Change Orders • Resolution: Approving WisDOT TLE (Mequon Road) • Resolution: Approving two WisDOT PLEs (Wauwatosa Road) • Resolution: Awarding Donges Bay Road Turn Lane Design Contract to Harwood 	
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Attachment: 2025 Work Plan (6.10.25) (10413 : Public Works Work Plan (6.10.25))