



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

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, August 8, 2023

6:00 PM

South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. June 13, 2023 Minutes

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4061** A Resolution Ratifying the Following in Connection with Heating, Ventilation and Air Conditioning (HVAC) Work Performed by Dillett Mechanical of Waukesha, Wisconsin During Fiscal Year 2023: A) An Emergency Repair of the City Hall HVAC System in the Amount of \$16,050; and B) Annualized Expenditures in Excess of \$25,000
- b. **RESOLUTION 4062** A Resolution Ratifying the Following in Connection with Electrical Work Performed by Gillitzer Electric of Mequon, Wisconsin During Fiscal Year 2023: A) Emergency Motor Replacement and Pump Repair at the Mequon Community Pool in the Amount of \$9,678; B) A Change Order in the Amount of \$6,436 Related to the Installation of New Lighting in the Library Parking Lot; and C) Annualized Expenditures in Excess of \$25,000
- c. **RESOLUTION 4063** A Resolution Authorizing Staff to Enter into Lease Agreements with Enterprise Fleet Management for Three (3) Chevrolet Equinoxes for an Estimated Three-Year Cost of \$57,388
- d. **RESOLUTION 4060** A Resolution Approving the Following in Connection with a Reforestation and Wetland Restoration Project at the Mequon Nature Preserve, Inc. (MNP): A) A 20-Year Limited-Term Conservation Easement Between the City of Mequon (City) and the Milwaukee Metropolitan Sewerage District (MMSD); B) An Intergovernmental Cooperation Agreement Between the City and MMSD; and C) A Memorandum of Understanding Between the City and MNP

4) Discussion Items

Discussion and Possible Action

- a. Fiesta Lane Drainage and 2024 Road Program Design RFP
- b. Public Works Work Plan (8.8.23)

5) Adjourn

Dated: August 8, 2023

/s/ Kathleen Schneider, 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, June 13, 2023

6:15 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Chair Schneider called meeting to order at 6:18 PM.

Present:

Chair Kathleen Schneider
Alderman Jeffrey Hansher
Alderman Kelly Tolocko

Also Present: Director of Public Works/City Engineer Lundeen, Assistant City Engineer McCraw, Engineering Technician Westbrooke, Administration Assistant Schlereth, raSmith Senior Project Engineer, Municipal Services Division Brad Hartjes, raSmith Civil Engineer Riley Stone, Margaret Amato (1516W Fiesta Lane), Michael Horne (1436W Fiesta Lane), Gordon Lindemann (1332W Fiesta Lane), David and Heather LaBonte (1627W Fiesta Lane).

2) Approval of Minutes

a. April 11, 2023 Minutes

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

AYES: Schneider, Hansher, Tolocko

Attachment: 6-13-2023 PW Minutes (8661 : June 13, 2023 Minutes)

3) Discussion Items

Discussion and Possible Action

- a. Fiesta Lane Drainage Study Draft Report: Summary of Drainage Issue and Selection of Drainage Solution

raSmith presented the findings of the study and clarified that GIS topography was used in the generation of exhibits.

Fiesta Lane residents asked some clarifying questions regarding the drainage analysis. raSmith outlined three alternatives for addressing the drainage: stormwater detention, culvert replacement and ditch grading.

Discussion regarding the benefits and obstacles associated with each of the solutions ensued.

Staff advised as part of the 2024 Road Program, the City was planning to replace all driveway culverts and regrade ditches where needed.

Staff noted a detention would require easements on Fiesta Lane properties and Columbia Creek properties.

The Committee advised they would like more information on ditch configuration and move forward with the 2024 Road Program culvert replacement and ditch regrading.

The City will send out postcards to residents advising them of the August meeting.

4) Work Plan

- a. Public Works Work Plan (6.13.23)

The Work Plan was not reviewed due to time restraints for another meeting.

5) Adjourn

1. Motion to Adjourn at 7:01 PM

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Tolocko

AYES:	Schneider, Hansher, Tolocko
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Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 6-13-2023 PW Minutes (8661 : June 13, 2023 Minutes)



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Office of Public Works

TO: Public Works Committee
FROM: Justin Bodoh, Building Superintendent
DATE: August 8, 2023
SUBJECT: RESOLUTION 4061 A Resolution Ratifying the Following in Connection with Heating, Ventilation and Air Conditioning (HVAC) Work Performed by Dillett Mechanical of Waukesha, Wisconsin During Fiscal Year 2023: A) An Emergency Repair of the City Hall HVAC System in the Amount of \$16,050; and B) Annualized Expenditures in Excess of \$25,000

Background

Recently, Department of Public Works staff notified the Common Council of emergency repairs required on the HVAC system at City Hall.

Staff authorized Dillett Mechanical, the City's HVAC preventative maintenance contractor to complete a temporary repair so that cooling could resume, and the system can heat the building during the winter. Please see the attached contract detailing the authorized work.

The intent of this memo and associated resolution is as follows:

- Ratify the contract with Dillett Mechanical which was executed by staff without a competitive process due to the emergency nature of the repair.
- Authorize expenditures exceeding \$25,000 with Dillett Mechanical.
While the preventative maintenance contract was approved by the Common Council, the emergency repair in addition to other routine repairs completed on HVAC systems across all City buildings will exceed \$25,000.

Analysis

At some point between the conclusion of the Common Council meeting on Tuesday, July 11 and the morning of Wednesday, July 12th, one of the air conditioning units at City Hall failed, leaking freon and oil into an air handler resulting in a catastrophic failure. The failure rendered the Common Council chambers, the North Conference Room and both upstairs bathrooms unable to be cooled and the entire building unable to be heated. While heating the building is not an issue when outside temperatures remain warm and operations could be adjusted for the impacted areas that cannot be cooled, the permanent repair requires a complete system rebuild.

While the temporary repair will allow cooling to resume and heating during the winter, the repair is not a permanent solution, and the system is at risk of repeated failure which may not be repairable. Due to the custom requirements for the system accounting for both the location and size of the equipment, permanent repair is expected to take up to a year before it can be operational. Staff coordinated with Dillett Mechanical on options anticipated to be budgeted and installed in FY2024. Those options will be presented as a part of the capital budget requests for

FY2024.

Please note that the failed portions of the system were identified for replacement in the Facility Assessment Study and that the Buildings Superintendent was already in the process of evaluating the best method for replacement, upon completion of the City Hall roof project.

Fiscal Impact

As noted, the fiscal impact of the temporary repair was \$16,050 which was paid from the Buildings Maintenance and Repair - City Hall account.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 8, 2023.

Attachments:

Dillett Contract for Temporary Repair (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4061

A Resolution Ratifying the Following in Connection with Heating, Ventilation and Air Conditioning (HVAC) Work Performed by Dillett Mechanical of Waukesha, Wisconsin During Fiscal Year 2023: A) An Emergency Repair of the City Hall HVAC System in the Amount of \$16,050; and B) Annualized Expenditures in Excess of \$25,000

RECITALS

- A. One of the air conditioning units at City Hall failed, impacting the air handling unit which cools portions of City Hall and is critical to the heating operations for the building.
- B. As a result of the failure, City staff authorized an emergency repair and contracted with Dillett Mechanical without obtaining competitive pricing.
- C. The emergency repair in combination with previously authorized expenditures will exceed the expenditure limit of \$25,000 with Dillett Mechanical.
- D. The Buildings Maintenance and Repair - City Hall Account will not have sufficient funds for the emergency repair and previously authorized or planned expenditures.
- E. Public Works Committee approval is forthcoming on August 8, 2023.

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

- 1. The attached contract with Dillett Mechanical of Waukesha, Wisconsin, in the form attached hereto is ratified subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. Staff is authorized to exceed the expenditure limit of \$25,000 with Dillett Mechanical.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk



COMMERCIAL / INDUSTRIAL / HVAC/

July 13, 2023

City of Mequon
Justin D. Bodoh
Buildings Superintendent
11333 North Cedarburg Road
Mequon, WI 53092

21625 Doral R
Waukesha, WI 5318

PH (262) 650-077

FX (262) 650-088

Dear Justin,

Dillett Mechanical Service, Inc. is pleased to provide pricing to make the below repairs to a Trane condensing unit located at City Hall.

Job Scope:

- >Shut off the power to the unit and lock it out
- >Pressurize the system with dry nitrogen and located refrigerant leak on the evaporator coil
- >Cut apart the tube sheet to access the leak and make the needed repair
- >Make the needed leak repairs to the coil
- >Repressurize the system and verify the leak has been repaired
- >Remove the two failed compressors and dispose of them offsite
- >Install in place two new OEM compressors
- >Install acid scavenger into the compressor oil
- >Install new LL filter dryers
- >Install new contactors
- >Pull a vacuum on the system to 500 microns
- >Install new R-22 into the system
- >Start up and verify proper operation of the new compressors

AIR CONDITIONING

HEATING

SHEETMETAL

MECHANICAL SYSTEMS

CONTROL

REFRIGERATION

All the above for the sum of:

Sixteen thousand fifty dollars..... \$16,050.00

Notes:

- ~ The above price is good for 30 days
- ~ The above price is based on straight time hours
- ~ The above price does not include applicable sales tax
- ~ The above price includes a fixed cost for the needed leak repair. If costs are exceeded or there are more leaks found that need repairing, there will be added costs that will be quoted out if requested.

Thank you for the opportunity to be of service. If you have any questions on this proposal, 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

By: _____

www.dillettmechanical.com

WIS. STAT 779.02 - AS REQUIRED BY THE WISCONSIN LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, THE OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.



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Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: August 8, 2023
SUBJECT: RESOLUTION 4062 A Resolution Ratifying the Following in Connection with Electrical Work Performed by Gillitzer Electric of Mequon, Wisconsin During Fiscal Year 2023: A) Emergency Motor Replacement and Pump Repair at the Mequon Community Pool in the Amount of \$9,678; B) A Change Order in the Amount of \$6,436 Related to the Installation of New Lighting in the Library Parking Lot; and C) Annualized Expenditures in Excess of \$25,000

Background

Emergency Motor Replacement and Pump Repair at the Mequon Community Pool

Recently, Department of Public Works staff notified the Common Council of the emergency repairs required on the motor and pump at the Mequon Community Pool. At some point between the close of the pool on July 19th and the morning of July 20th, the motor running the circulation pump at the pool failed causing the pool circulation system to shut down. The result of this motor failure was that the motor could not be repaired, and the pool had to be closed until the motor could be replaced.

Parking Lot Light Replacement Project at the Weyenberg Library

The parking lot lighting project was originally awarded to Gillitzer Electric for \$23,865 in 2022 to coincide with the repaving of the library parking lot. When Gillitzer Electric received the new light poles and started the project in spring of this year, it was determined that two of the concrete bases needed to be repaired and raised, and that the electric line and conduit feeding one of the poles had been damaged during recent parking lot work and had to be replaced.

Analysis

This proposed resolution is intended to complete several administrative responsibilities:

- Ratify the emergency repair at the pool.
- Ratify the additional costs for the library parking lot lights, in that the project eventually exceeded \$25,000.
- Authorize staff to exceed \$25,000 with a single vendor, Gillitzer Electric, for a combination of the pool repair, parking lot light overage, and other repairs completed throughout the City on various buildings, park infrastructure and streetlights.

Emergency Motor Replacement and Pump Repair at the Mequon Community Pool

Upon inspection it was determined that the 42-year-old motor had overheated and experienced catastrophic failure which could not be repaired. The motor is directly connected to the pump for the pool and as such the replacement of the motor includes repair and sealing of the pump.

Staff contacted several vendors to find a replacement motor for the pool. Gillitzer Electric was able to locate a replacement motor and schedule removal and replacement within a two-day time frame. Staff authorized Gillitzer Electric, the City's electrical contractor, to complete an emergency motor replacement and pump repair with assistance from the DPW Buildings Division staff so the Mequon Community Pool could be reopened as soon as possible.

Parking Lot Light Replacement Project at the Weyenberg Library

As noted, the parking lot project was originally awarded for the replacement of the light fixtures. However, the scope of the project changed to include repair and adjustment of two of the concrete bases and replacement of the power source to one of the poles. Unbeknownst to staff, the power source had been damaged during the parking lot project and required repair. The combination of those two modifications resulted in a contract price of more than \$25,000.

Fiscal Impact

The cost for the emergency motor replacement and pump repair at the Community Pool is \$9,677.76. With the repairs that have already been made this year at the pool, the Pool Maintenance and Repair Account 110472-686550 has a balance of \$767.69 available and will not have sufficient funds for the emergency repair. The invoice for this work is attached.

The cost for the additional work for the new light poles at the library is \$6,435.70 and there is adequate funding in the Right-of-Way Assets capital account (Project 10001) to pay for this work. The invoice for this work is attached.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 8, 2023.

Attachments:

Gillitzer Invoice_Motor & Pump at Pool (PDF)
 Gillitzer Invoice_Weyenberg Lights Additional Work (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4062

A Resolution Ratifying the Following in Connection with Electrical Work Performed by Gillitzer Electric of Mequon, Wisconsin During Fiscal Year 2023: A) Emergency Motor Replacement and Pump Repair at the Mequon Community Pool in the Amount of \$9,678; B) A Change Order in the Amount of \$6,436 Related to the Installation of New Lighting in the Library Parking Lot; and C) Annualized Expenditures in Excess of \$25,000

RECITALS

A. The main pump at the Mequon Community Pool failed and could not be repaired. The motor is directly connected to the pump for the pool and as such the replacement of the motor includes repair and sealing of the pump.

B. Staff contacted several vendors to find a replacement motor for the pool. Gillitzer Electric was able to locate a replacement motor and schedule removal and replacement within a two-day time frame.

C. Staff authorized an emergency repair and contracted with Gillitzer Electric without obtaining competitive pricing.

D. The cost for the emergency motor replacement and pump repair at the Community Pool is \$9,677.76 and the Pool Maintenance and Repair Account 110472-686550 will not have sufficient funds for the emergency repair and previously authorized or planned expenditures.

E. The light pole replacement project at the Weyenberg Library was awarded to Gillitzer Electric in 2022. Staff authorized Gillitzer Electric to repair and raise two concrete bases along with boring a new conduit and electric line as required, to complete the parking lot light replacement project.

F. The cost for the additional work for the new light poles at the library is \$6,435.70, and there is adequate funding in the Right-of-Way Assets capital account (Project 10001) to pay for this work.

G. The cost of the emergency replacement and repair of the pool motor and pump and the additional library parking lot lighting costs and combined previously authorized expenditures will exceed the expenditure limit of \$25,000 with Gillitzer Electric.

H. Public Works Committee approval is forthcoming on August 8, 2023.

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

1. The Pool Maintenance and Repair Account 110472-686550 is increased by \$9,000 to cover the emergency motor replacement and pump repair at the Community Pool.

2. Staff is authorized to exceed the expenditure limit of \$25,000 with Gillitzer Electric Co. LTD for the parking lot project, in addition to costs for various repair work.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

FRANK GILLITZER ELECTRIC CO. LTD
12304 W DONGES BAY RD
MEQUON, WI 53097
(414) 442-1620 Fax (414) 442-1622

CUSTOMER #: 267

INVOICE #: 691617

INVOICE DATE: 07/25/23

DUE DATE: 08/04/23

BILL TO:

CITY OF MEQUON
 11333 N CEDARBURG ROAD
 MEQUON, WI 53092

LOCATION: CITYHA

MEQUON CITY POOL
 11333 N CEDARBURG ROAD
 MEQUON, WI 53092

WORK ORDER NUMBER: 29217

YOUR REFERENCE NUMBER:

DESCRIPTION	QUANTITY	PRICE	AMOUNT	TAX
EMERGENCY SERVICE CALL:				
-POOL PUMP MOTOR SHORTED OUT, NEED TO REPLACE 25HP MOTOR				
-REMOVE 25HP MOTOR AND PUMP AND DELIVER FOR REPAIRS				
-FURNISH NEW 25HP MOTOR AND INSTALL NEW SEALS ON PUMP				
-RE-INSTALL MOTOR WITH PUMP				
LABOR				
			1,380.00	N
	TOTAL LABOR:		1,380.00	
MATERIAL				
NEW MOTOR				
			8,210.55	N
MISC MATERIAL				
			47.21	N
	TOTAL MATERIAL:		8,257.76	
OTHER				
VEHICLE SERVICE CHARGE				
			40.00	N
	TOTAL OTHER:		40.00	
	TOTAL:		9,677.76	

1.5% LATE CHARGE WILL BE ADDED IF PAYMENT IS NOT RECEIVED WITHIN 10 DAYS.

WE ACCEPT MASTERCARD & VISA WITH A 3% CHARGE

FRANK GILLITZER ELECTRIC CO. LTD
12304 W DONGES BAY RD
MEQUON, WI 53097
(414) 442-1620 Fax (414) 442-1622

CUSTOMER #: 267

INVOICE #: 691614

INVOICE DATE: 07/20/23

DUE DATE: 07/30/23

3.b.b

BILL TO:

CITY OF MEQUON
11333 N CEDARBURG ROAD
MEQUON, WI 53092

LOCATION: WEYEN

FRANK L WEYENBERG LIBRARY
11345 N CEDARBURG ROAD
MEQUON, WI 53092

WORK ORDER NUMBER: 29212

YOUR REFERENCE NUMBER:

DESCRIPTION

QUANTITY

PRICE

AMOUNT

TAX

ADDITIONAL ELECTRICAL WORK FOR LIBRARY LOT LIGHTING CONSISTING:

-UNDERGROUND BORING FROM MEDIAN TO WEST POLE LOCATION-ORIGINAL UNDERGROUND WIRING WAS DAMAGED BY ASPHALT CONTRACTOR

-EXTEND TWO EXISTING CONCRETE BASES TO EXTEND ABOVE GRADE WHICH CONSISTED OF NEW ANCHOR BOLTS, CONCRETE, AND NEW CONDUCTORS BETWEEN ASSOCIATED POLES

OTHER

6,435.70

N

TOTAL OTHER: 6,435.70

TOTAL: 6,435.70

1.5% LATE CHARGE WILL BE ADDED IF PAYMENT IS NOT RECEIVED WITHIN 10 DAYS.

WE ACCEPT MASTERCARD & VISA WITH A 3% CHARGE

Packet Pg. 16

Attachment: Gillitzer Invoice_Weyenberg Lights Additional Work (RESOLUTION 4062 : Ratifying Gillitzer Electric Pool Pump/Motor Repair and



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Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: August 8, 2023
SUBJECT: RESOLUTION 4063 A Resolution Authorizing Staff to Enter into Lease Agreements with Enterprise Fleet Management for Three (3) Chevrolet Equinoxes for an Estimated Three-Year Cost of \$57,388

Background

In May of 2022, by Resolution 3950, the City of Mequon entered into a Master Equity Lease Agreement with Enterprise Fleet Management for subsequent leasing and fleet management of the passenger vehicle segment of the City's fleet. As a result of the Master Equity Lease Agreement with Enterprise, the attached *Financial Policy Statement 17: Vehicle Leasing* was adopted in June of 2022 under Resolution 3960. In this policy statement, monthly lease charges are not to exceed 7% without prior authorization from the Common Council. The policy statement also notes that if City staff or the Public Works Committee identify parameters of this policy that require reconsideration or adjustment, recommendation shall be made to the Common Council.

Analysis

Prior to the agreement with Enterprise, DPW staff acquired four 2021 Chevrolet Malibu sedans through lease/purchase on the State Contract for a financed price of \$19,645 each. Considering the State Contract discount and with currently favorable re-sale values on used cars, staff believes these Malibus can be sold for approximately the same price or more than the City originally paid for them (verified through Carvana's current resale value estimate of \$19,840). Enterprise has also estimated the value of the Malibus at over \$20,000 each. The last payment for the Malibus is due this year.

The intent when staff purchased the Malibus was to replace them early in their life cycle, while they still held high value and prior to the expiration of their respective warranties. While these Malibus have served the City well, they do have limited ground clearance, and in discussion with Enterprise, staff has asked Enterprise to provide the City with lease quotes to replace three of the Chevrolet Malibus with Chevrolet Equinox SUV vehicles. Alternatively, staff plans to keep the lowest mileage Malibu in the fleet at this time. To this end, Enterprise has provided lease quotes for three Equinoxes, one of which is attached.

In the Finance Director's review of the lease quotes, it was determined that the current interest rate for the quoted leases is 7.64%. As such, the proposed leases for the three Equinoxes are being brought forward to the Common Council for review and consideration. Notably, the exact interest rate will not be determined until the time of delivery and may change.

Additionally, Policy Statement 17 also stipulates that the performance standards for the City's Vehicle Leasing Program shall be reviewed by the Public Works Committee on an annual basis, which is anticipated to occur later this year.

Fiscal Impact

While Enterprise has estimated that the proposed sale of the Malibus will offset three years of lease payments on the Equinoxes, the exact financial impact will not be known until the transactions are completed. Enterprise is estimating the sale of the three Malibus to bring in \$60,375, while the projected three-year cost to lease three new Equinoxes is estimated to be \$57,388.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 8, 2023.

Attachments:

Policy Statement 17 Vehicle Leasing (PDF)

(Updated) 2024 Equinox LS AWD Quote 7348797 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4063

A Resolution Authorizing Staff to Enter into Lease Agreements with Enterprise Fleet Management for Three (3) Chevrolet Equinoxes for an Estimated Three-Year Cost of \$57,388

RECITALS

A. Policy Statement 17 contained within the City's Financial Policies states that the interest rate for monthly lease charges for any leased vehicles shall not exceed 7%, without prior authorization from the Common Council.

B. Staff requested lease quotes from Enterprise Fleet Management for three Chevrolet Equinoxes to replace three Chevrolet Malibus within the City's fleet.

C. The lease quotes provided by Enterprise Fleet Management show interest rate charges of 7.64%.

D. Public Works Committee recommended approval to exceed 7% lease rates for these leases on August 8, 2023.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the Director of Finance is authorized to select terms in the best fiscal interest of the City, and to execute lease agreements with Enterprise Fleet Management with interest rates that exceed 7%.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

POLICY STATEMENT 17 VEHICLE LEASING

General: The purpose of the vehicle leasing policy is to formalize the framework for City staff's administration of vehicle lease agreements. The policy is intended to be broad enough to allow City staff to function within the parameters of responsibility and authority, yet specific enough to adequately administer the City's fleet management needs.

Scope: This fleet management policy applies to vehicles within the Department of Public Works fleet. These vehicles include the following:

201	3/4 Ton Pickup Ext 4X4
202	3/4 Ton Pickup Crew 4X4
203	3/4 Ton Pickup Ext 4X4
207	3/4 Ton Pickup Reg 4X4
209	3/4 Ton Pickup Reg 4X4
400	1/2 Ton Pickup Crew 4X4
405	3/4 Ton Pickup Ext 4X4
406	3/4 Ton Pickup Reg 4X4
500	1/2 Ton Pickup Ext 4X4
501	Sedan or 4X4 Small SUV
502	Sedan or 4X4 Small SUV
503	Sedan or 4X4 Small SUV
504	Sedan or 4X4 Small SUV
505	Sedan or 4X4 Small SUV
506	Sedan or 4X4 Small SUV
512	3/4Ton Pickup Ext 4X4
514	Sedan or 4X4 Small SUV
516	Sedan or 4X4 Small SUV
520	½ Ton Pickup Ext 4X4

Objectives: The primary objectives of the fleet leasing program of the City of Mequon shall be the following:

- A. Safety
- B. Fuel Efficiency
- C. Low Maintenance
- D. Low Annual Expenditure

Approval Authority for Purchases: The Capitalized Price of the Vehicle, Total Capitalized Amount (Delivered Price), Individual Open-End (Equity) Lease Rate Quotes for the full term and the cumulative annual lease payments may exceed \$25,000. To allow for the efficiency of the fleet management program, the expenditures do not require Standing Committee or Common Council approval, provided the financial performance follows this policy statement. The Director of Finance is subsequently authorized to execute the lease agreements provided the annual budget allocates sufficient funds within the DPW Equipment Replacement – Leases or DPW Equipment Replacement capital account.

Orders: All vehicles require procurement through the state contract, in accordance with Policy Statement 11.

Make and Model:	The Fleet Superintendent and Deputy Director of Public Works shall select the make and model for each vehicle based upon the objectives outlined in this policy.
Term:	The Director of Finance shall select the term in the best fiscal interest of the City, which may vary from 36-60 months.
Total Options:	The Fleet Superintendent and Deputy Director of Public Works shall select the total options required for the ultimate purpose of the vehicle. Total options include, but are not limited to: decals, lighting bars, plows, truck bed caps, bed liners, tool boxes and other options required for the primary function and operation of the vehicle.
Contract Miles:	The Fleet Superintendent shall establish the Contract Miles based upon a historic average of the mileage for the individual vehicles.
Sale of Vehicle:	If authorized by the Director of Finance, with concurrence from the Fleet Superintendent, the City's designated lease provider shall be authorized to sell the vehicle on behalf of the City at or before the end of the lease term. The Director of Finance is authorized to execute the consignment documents associated with the sale.
Gain from Prior Unit:	The Gain from Prior Unit shall be applied to subsequent leases as a down payment or to reduce the monthly payments. Any excess Gains from Prior Unit shall be deposited into the non-lapsing DPW Equipment Replacement – Leases or DPW Equipment Replacement capital account and utilized for subsequent lease payments.
Depreciation Reserve Rate:	The Depreciation Reserve Rate shall not exceed 2.0%.
Reduced Book Value at Term:	The Reduced Value at Term included within the individual lease documents shall be a minimum of 40% for 36-month lease terms and a minimum of 15% for 60-month lease terms, with allowance for interpolation for lease terms between 36 and 60 months.
Monthly Lease Charge:	The interest rate for the monthly lease charge shall not exceed 7.0% without prior authorization from the Common Council. The interest rate in the Monthly Lease Charge under the fleet management program is the 3-Year Treasury Bill Interest Rate + 3%. The Management Fee is 0.12%.
Insurance:	The City of Mequon shall carry automobile insurance for each vehicle.
Performance Standards:	The performance standards for the program shall be reviewed by the Public Works Committee on an annual basis. If City staff or the Public Works Committee identify parameters of this policy that require reconsideration or adjustment, it shall make such a recommendation to the Common Council. If at any time the program fails to meet the criteria of this policy, the Common Council shall be notified within 60 days.

Reporting:

The City's designated lease provider shall provide a report to the City at a minimum quarterly detailing the following data for each vehicle included in the scope:

- Capitalized Price of Vehicle
- Total Capitalized Amount
- Year-to-date and Term-to-date Total Monthly Rental Including Additional Services
- Reduced Book Value at Term
- Gain Achieved from Sale (post-sale)
- Estimated and Actual (post-sale) Cost Per Mile of each Vehicle
- Comparison Options for Fuel Alternate Options
- Check Points of Equity in Vehicles

*This policy was adopted as Financial Policy No. 15 on June 14, 2022 under Resolution No. 3960.
It has been renumbered administratively to Policy No. 17.*

Prepared For: City of Mequon, Wisconsin
Weyker, Tim

Date 07/26/2023

Malibu replacement

AE/AM BW0/J6L

Unit # 2769GD

Year 2024 **Make** Chevrolet **Model** Equinox

Series LS w/1LS All-Wheel Drive

Vehicle Order Type Ordered **Term** 48 **State** WI **Customer#** 541423

Number of Units 1 *ja*

\$ 27,476.05	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>WI</u>
\$ 164.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 225.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$2,100.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Driver Needed
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Medium Ash Gray w/Premium Cloth Seat Tr
Lic. Plate Type	Municipal
GVWR	0

Current Interest rate 7.64% T-Bill
+3% (7/26/2023)

\$ 27,701.05	Total Capitalized Amount (Delivered Price)
\$ 373.96	Depreciation Reserve @ <u>1.3500%</u>
\$ 159.04	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 533.00	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

Comp/Coll Deductible	<u>0 / 0</u>
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\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge	<u>\$ 0.00</u> Per Mile
--------------------	-------------------------

# Tires <u>0</u>	Loaner Vehicle Not Included
------------------	-----------------------------

Additional Services SubTotal

\$ 0.00	Sales Tax <u>5.5000%</u>
---------	--------------------------

State WI

Total Monthly Rental Including Additional Services

\$ 9,750.97	Reduced Book Value at <u>48</u> Months
-------------	--

\$ 450.00	Service Charge Due at Lease Termination
-----------	---

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade business of the Lessee.

LESSEE City of Mequon, Wisconsin
BY

[Signature]
TITLE Finance Director

DATE July 26, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 20
Pricing Plan Delivery Charge	B	\$ 20
Courtesy Delivery Fee	C	\$ 20
Total Other Charges Billed		\$ 40
Total Other Charges Capitalized		\$ 20
Other Charges Total		\$ 60

Attachment: (Updated) 2024 Equinox LS AWD Quote 7348797 (RESOLUTION 4063 : Authorization to Exceed 7% Interest Rate for Enterprise

VEHICLE INFORMATION:

2024 Chevrolet Equinox LS w/1LS All-Wheel Drive - US

Series ID: 1XX26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,902.8	\$28,200.00
Total Options	\$978.25	\$1,075.00
Destination Charge	\$1,395.00	\$1,395.00
Total Price	\$29,276.05	\$30,670.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
Interior: HC8-(0 I) Medium Ash Gray w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1LS	Preferred Equipment Group 1LS	NC	NC
5CY	Tires: P225/65R17 All-Season Blackwall	STD	STD
AG1	Driver 8-Way Power Seat Adjuster	Included	Included
AG6	Front Passenger 4-Way Manual Seat Adjuster	Included	Included
AKO	Deep-Tinted Rear Glass	Included	Included
AL9	2-Way Power Driver Lumbar Control Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
CNI	GVWR: 4,630 lbs (2,100 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
FX6	3.87 Final Drive Axle Ratio	STD	STD
GAZ_02	(0 P) Summit White	NC	NC
HC8_01	(0 I) Medium Ash Gray w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System w/AM/FM	STD	STD
LSD	Engine: 1.5L Turbo DOHC 4-Cyl SIDI VVT	STD	STD
MNH	Transmission: Electronic 6-Speed Auto w/OD	STD	STD
PAINT	Monotone Paint Application	STD	STD
PCR	LS Convenience Package	\$714.35	\$785.00
PDH	Interior Protection Package (LPO)	\$227.50	\$250.00
RZS	Wheels: 17" Aluminum	STD	STD
STDTM	Premium Cloth Seat Trim	STD	STD
U2K	SiriusXM	Included	Included
UDD	Multi-Color Enhanced Driver Instrument Info Display	Included	Included
UPG	Bluetooth For Phone	Included	Included
USS	2 Rear USB Charging-Only Ports	Included	Included
UST	2 USB Ports & Auxiliary Input Jack	Included	Included
UZ6	6-Speaker Audio System Feature	Included	Included
VAV	All-Weather Floor Mats (LPO)	Included	Included
VK3	Front License Plate Mounting Package	\$36.40	\$40.00
VLI	Cargo Mat (LPO)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

Attachment: (Updated) 2024 Equinox LS AWD Quote 7348797 (RESOLUTION 4063 : Authorization to Exceed 7% Interest Rate for Enterprise

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers
 Rear Bumper Insert: chrome rear bumper insert
 Front License Plate Bracket: front license plate bracket
 Body Material: fully galvanized steel body material
 Body Side Cladding: black bodyside cladding
 Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: manual air conditioning
 Air Filter: air filter
 Console Ducts: console ducts
 Cruise Control: cruise control with steering wheel controls
 Power Windows: power windows with front and rear 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: keyfob (all doors) remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: proximity key
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
 Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console
 Glove Box: glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 1 seatback storage pockets
 IP Storage: bin instrument-panel storage
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
 Radio Data System: radio data system
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: Wi-Fi Hotspot capable internet access
 TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
 Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
 Front Wipers: variable intermittent wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Door Curb/Courtesy Lights: 2 door curb/courtesy lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Tracker System: tracker system

Electronic Stability: StabiliTrak electronic stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

3.c.b

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: chrome shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Mats: vinyl/rubber cargo mat

Cargo Light: cargo light

Standard Engine:

Engine 175-hp, 1.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Attachment: (Updated) 2024 Equinox LS AWD Quote 7348797 (RESOLUTION 4063 : Authorization to Exceed 7% Interest Rate for Enterprise



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

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 8, 2023
SUBJECT: RESOLUTION 4060 A Resolution Approving the Following in Connection with a Reforestation and Wetland Restoration Project at the Mequon Nature Preserve, Inc. (MNP): A) A 20-Year Limited-Term Conservation Easement Between the City of Mequon (City) and the Milwaukee Metropolitan Sewerage District (MMSD); B) An Intergovernmental Cooperation Agreement Between the City and MMSD; and C) A Memorandum of Understanding Between the City and MNP

Background

Previously, the Mequon Nature Preserve (MNP) applied for Reforestation & Wetland Restoration (RWR) Program funding through the Milwaukee Metropolitan Sewerage District (MMSD). MMSD funds portions of the RWR Program through grants issued by the U.S. Forest Service. The terms of the grant include the landowner authorizing a conservation easement on the property. As such, it has been requested that the City of Mequon and MMSD enter into an Intergovernmental Cooperation Agreement (ICA) to commit the City, as the landowner, a 20-year easement that covers the portions of the project areas that are to be planted with trees, as well as the Fox Tract Wetland area (see attached map). This easement is similar to other easements the City of Mequon has entered into with MMSD in the past. A copy of the easement template is included with the ICA.

MMSD is currently finalizing the details of the contract with the U.S. Forest Service grant representative.

While the City of Mequon is the landowner, MNP has a lease to operate and maintain the property. Therefore, the attached resolution also authorizes a Memorandum of Understanding (MOU) between the City and MNP, transferring the obligations of the ICA and easement from the City to MNP.

Analysis

Per the attached ICA, MMSD is responsible for collecting and treating wastewater from local sewerage systems in MMSD's service area. During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that MMSD must convey and treat. At such times, stormwater also directly enters surface waters, causing pollution to those waterways and increasing the risk of flooding.

By planting six million trees and restoring 4,000 acres of wetlands over ten years, MMSD's RWR Program strengthens the natural processes that support its work managing stormwater in

the Sewer Service Area and reducing the risk of flooding. Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration. Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system, and the amount of pollution discharged to surface waters.

Further, MNP is dedicated to restoring habitat by returning the land to forest, prairie, and wetlands and for environmental conservation and stewardship education. MMSD identified two parcels (Fox Tract and SOGL, as shown in Attachments B and C made part of this Agreement) located at MNP that are beneficial to include in the RWR Program (Project Site).

Please note that the conservation easement will not be recorded until 2025, and therefore has several portions of the template easement that are highlighted for completion prior to execution.

Fiscal Impact

MMSD has obtained grant funding through the U.S. Forest Service and will finance this project. MNP will be required to sign a separate funding agreement with MMSD that lays out the scope of work and the dollars that they will receive for their work on this project. MMSD will procure the trees with specifications provided by MNP.

No direct City funds are required for the project.

Recommendation

A recommendation is forthcoming by the Public Works Committee on August 8, 2023.

Attachments:

Intergovernmental Cooperation Agreement MMSD_Mequon (MNP) (PDF)
 RWR Limited Term Conservation Easement (PDF)
 MNP MMSD Project Description (PDF)
 MMSD Planting Plan and Timeline (PDF)
 MNP Memorandum of Understanding - RWR (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4060

A Resolution Approving the Following in Connection with a Reforestation and Wetland Restoration Project at the Mequon Nature Preserve, Inc. (MNP): A) A 20-Year Limited-Term Conservation Easement Between the City of Mequon (City) and the Milwaukee Metropolitan Sewerage District (MMSD); B) An Intergovernmental Cooperation Agreement Between the City and MMSD; and C) A Memorandum of Understanding Between the City and MNP

RECITALS

A. The Mequon Nature Preserve, Inc. (MNP, Inc.) applied for Reforestation & Wetland Restoration Program funding through the Milwaukee Metropolitan Sewerage District (MMSD).

B. Program funding requires the landowner to grant a conservation easement on the property to ensure the longevity of the invested grant funds.

C. As the landowner, MMSD has requested that the City enter into an Intergovernmental Cooperation Agreement that authorizes a conservation easement upon project completion.

D. While the City owns the property, MNP, Inc. has a lease agreement to operate and maintain the City-owned nature preserve.

E. All parties agree that the project is in the best interest of the environment and citizens of Mequon.

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

1. The Intergovernmental Cooperation Agreement with, and the Conservation Easement granted to, the Milwaukee Metropolitan Sewerage District is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Memorandum of Understanding with the Mequon Nature Preserve, Inc. 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: August 8, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 8, 2023.

Caroline Fochs, City Clerk

**Agreement between the
Milwaukee Metropolitan Sewerage District and the City of Mequon
For the Reforestation and Wetland Restoration Project at the Mequon Nature Preserve**

1. Parties

This intergovernmental cooperation agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its executive director, and the City of Mequon (City), acting through its mayor. The parties make this Agreement according to Wis. Stat. § 66.0301.

2. Purpose

The purpose of this Agreement is to identify the responsibilities of the District and the City for the Reforestation and Wetland Restoration (RWR) Program work at the Mequon Nature Preserve (MNP) Fox Tract and SOGL property (Project).

3. Basis for this Agreement

- A. The District is responsible for collecting and treating wastewater from local sewerage systems in the District's service area.
- B. During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that the District must convey and treat. At such times, stormwater also directly enters surface waters, causing pollution to those waterways and increasing the risk of flooding.
- C. By planting six million trees and restoring 4,000 acres of wetlands over ten years, the District's RWR Program strengthens the natural processes that support its work managing stormwater in the sewer service area and reducing the risk of flooding.
- D. Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration.
- E. Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system and the amount of pollution discharged to surface waters.
- F. The City owns land that it leases to the Mequon Nature Preserve (MNP) at 8200 West County Line Road in Mequon, Wisconsin.
- G. MNP is dedicated to restoring habitat by returning the land to forest, prairie, and wetland and for environmental conservation and stewardship education.
- H. The District has identified two parcels (Fox Tract and SOGL, as shown in Attachments B and C made part of this Agreement) located at MNP that are beneficial to include in the RWR Program (Project Site).

- I. By separate agreements, the District is undertaking the RWR Program Project as described in Attachments B and C.

4. Date of Agreement

This Agreement becomes effective upon its execution by both parties and terminates on December 31, 2025.

5. District Responsibilities

The District will:

- A. Grant MNP a subaward of the District's federal award for the RWR Program to complete the Project.
- B. Manage the federal award administration aspects of the Project, including communication with the City and MNP, scheduling and preparing any meetings and related materials, and reviewing MNP invoices.
- C. Procure tree stock for the Project according to MNP-provided quantities and specifications.
- D. Provide project-related materials to the City as requested.
- E. Provide community outreach and communication as requested by the City.
- F. Draft and record a 20-year conservation easement in favor of the District for the Project Site substantially in the form of Attachment A made part of this Agreement.

6. City Responsibilities

The City will:

- A. Comply with all the rules and statutes applicable to the obtaining, use, and disposition of Wisconsin Department of Natural Resources (WDNR) forestry stock, including:
 - i. Not sell WDNR forestry stock (violations punishable by a forfeiture of not more than \$100 under Wis. Stat. § 28.06(4));
 - ii. Not use WDNR planting stock for ornamental or landscape planting or Christmas trees (violations punishable by a forfeiture of not more than \$500 under Wis. Stat. § 28.06(5));
 - iii. Not harvest or remove trees after planting in accordance with the conservation easement and in no event until they are large enough to be sold or utilized as cut merchantable forest products or as an approved pre-commercial thinning;
 - iv. Not remove trees from a plantation with roots attached or resales; and
 - v. Protect the area planted from fire and grazing.

- B.** Grant the limited-term conservation easement to the District for the Project Site including the reforestation and wetland work funded through the District.

7. Contact Persons

- A.** For the District, the contact person is:

Bre Plier, Manager of Sustainability
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
(414) 225-2079
bplier@mmsd.com

- B.** For the City, the contact person is:

Andrew Nerbun, Mayor
City of Mequon
11333 North Cedarburg Road
Mequon, Wisconsin 53092
(262) 236-2944
anerbun@ci.mequon.wi.us

8. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by the District and the City.

9. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

10. Governing Law

The laws of the state of Wisconsin govern any dispute arising under or related to this Agreement.

11. No Conflicts of Interest

No officer, employee, or agent of the District or the City who has any responsibility for implementing this Agreement may have any interest in any consultant, contractor, or vendor providing services to the MNP for the RWR Program.

12. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation other than attorney fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court.

13. Indemnification

The District and the City will be liable for their own negligent acts, errors, and omissions. If litigation requires one party to respond for the acts, errors, or omissions of another party, then the District and the City will hold each other harmless for any losses, damages, costs, or expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

14. Independence of the Parties

This Agreement does not create a partnership, and neither party may enter into contracts on behalf of the other party.

15. Assignment

The City may not assign any rights or obligations under this Agreement without the District's prior written permission.

16. Signature Authority

The persons signing this Agreement certify that they have authority from the entity they represent to execute this Agreement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF MEQUON

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Andrew Nerbun
Mayor

Date: _____

Date: _____

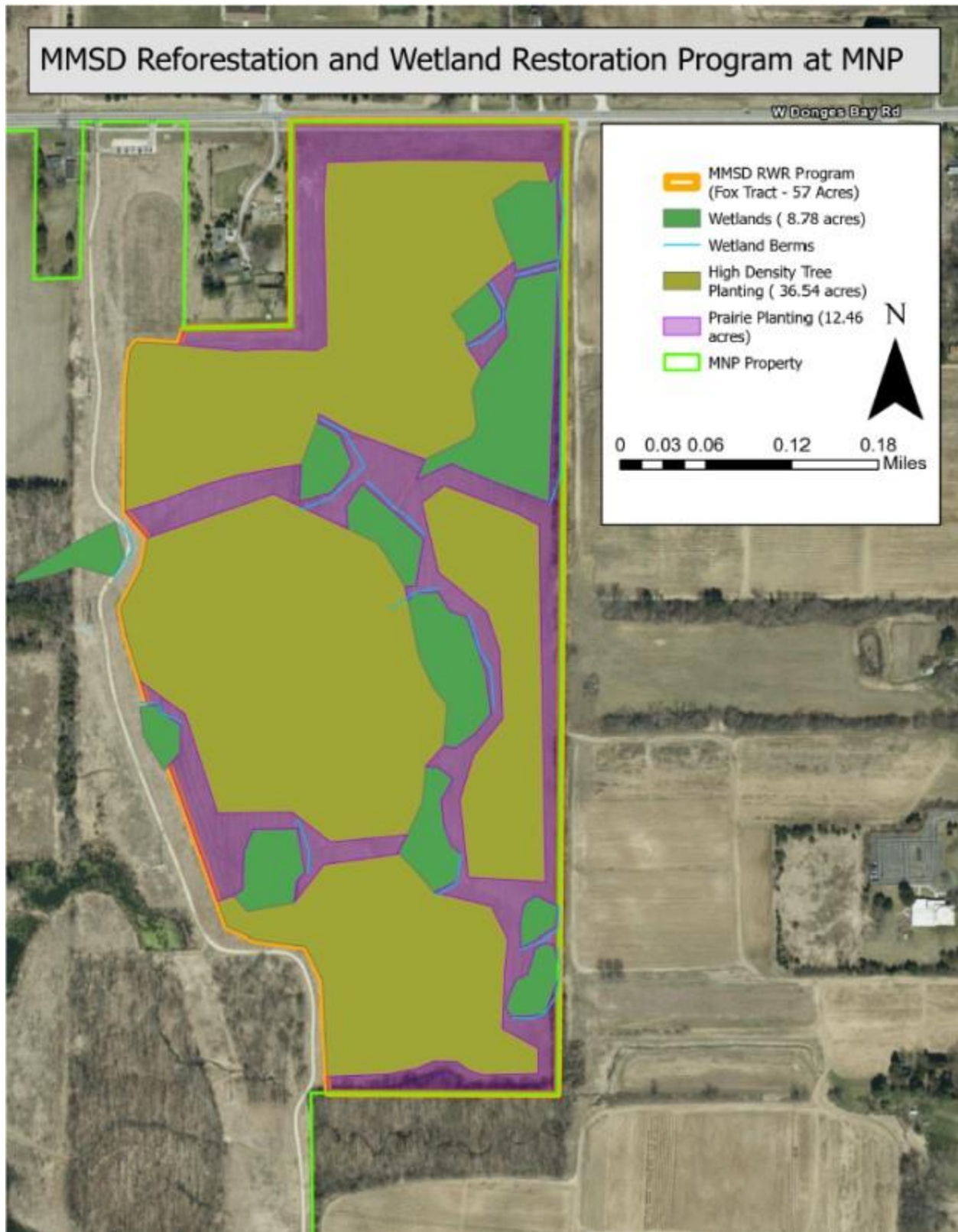
Approved as to form

Attorney for the District

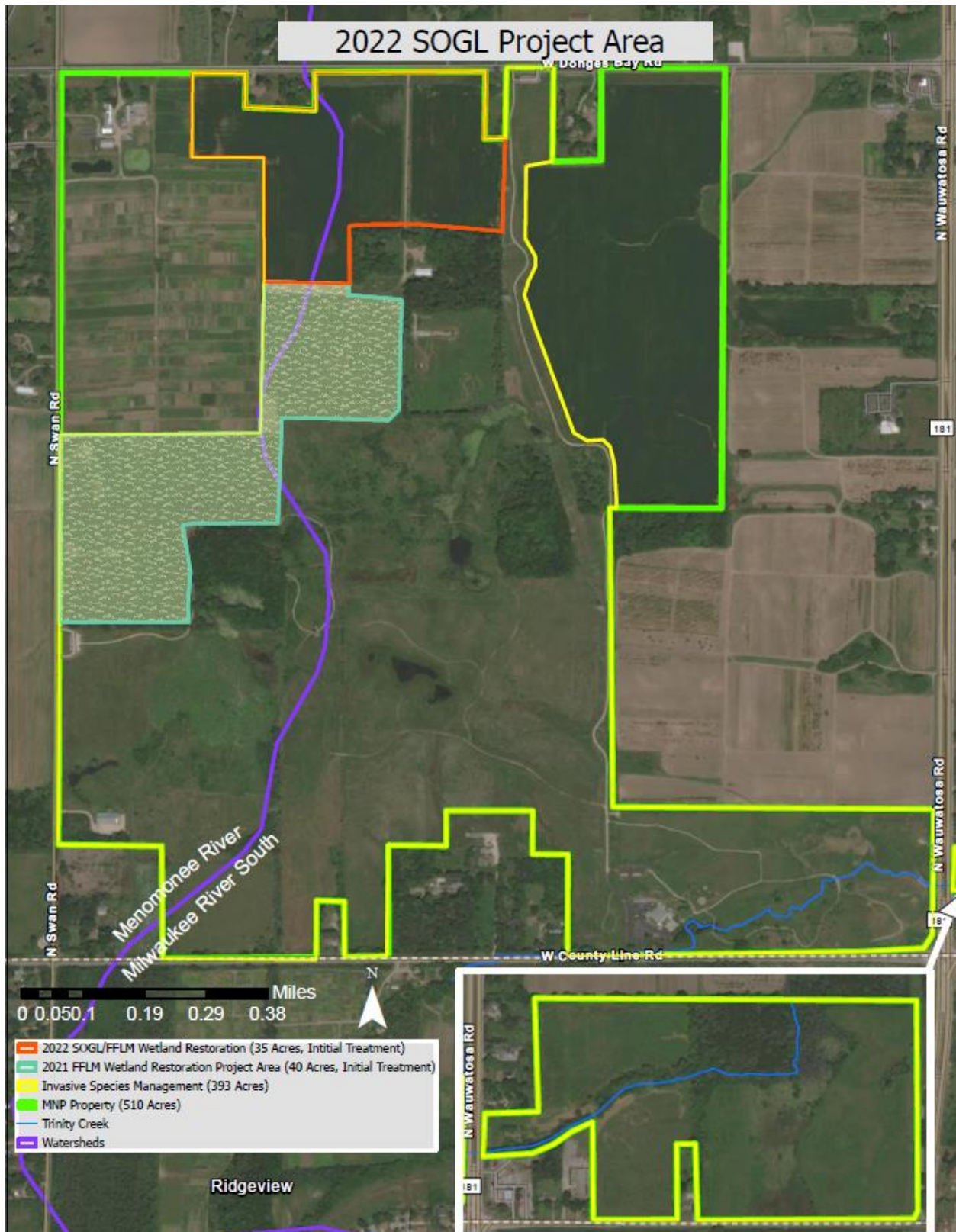
Attachment A

[Limited-Term Conservation Easement Template attached separately]

Attachment B



Attachment C



Attachment A

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR FLOOD MANAGEMENT INFRASTRUCTURE is granted on the _____ day of _____, 20____ by _____ (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Ozaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is located at 8200 W COUNTY LINE ROAD, Mequon, Wisconsin.

This limited-term conservation easement applies only to certain areas where trees have been planted and wetlands have been restored or enhanced on the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Flood Management Infrastructure). Exhibit C shows the area within the Property that is subject to this Easement.

B. Conservation Values. In its present state, the Property has significant natural, ecological, habitat, scientific, and forestry values of importance to the Landowner, Easement Holder, and people of Wisconsin. In particular, the Property contains 57 acres of land forested with a diverse mix of native tree and shrub species and 20 acres of restored wetlands to capture, retain, and improve the quality of stormwater runoff in the area (Flood Management Infrastructure). This Flood Management Infrastructure is estimated to capture and store [insert number] gallons of stormwater, which will have the effect of attenuating flood risk and reducing the burden on sewer systems in addition to providing biodiversity, wildlife habitat, and natural air and water purification.

The natural features and attributes of the Property described in this Paragraph, including the Flood Management Infrastructure installed by the Easement Holder, and additional characteristics as may be further detailed in the Baseline Documentation referenced under Paragraph C, will be known collectively as the Conservation Values of the Property.

Recording Area

Name and Return Address:

Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:

14-033-02-005.00

Attachment A

- C. Baseline Documentation.** The Mequon Nature Preserve has installed the Flood Management Infrastructure on the Property and confirms its condition at inception is adequate and suitable to preserve the Property's Conservation Values. The Mequon Nature Preserve has documented the Flood Management Infrastructure's condition in the Baseline Report according to the funding agreement between the Landowner and the Easement Holder dated [insert date].
- D. Public Policies.** The preservation of the Conservation Values of the Property serves the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to retain and protect the natural, scenic, or open space values of real property; assure its availability for agriculture, forestry, recreation, or open space uses; protect natural resources; maintain or enhance air or water quality; and preserve historical, architectural, archaeological, or cultural sites.
- E. Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.
- F. Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of 20 years. Through this Easement, the Landowner intends to place restrictions on the use of the Property to protect the Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.
- G. Funding and Services Provided by Easement Holder.** The Easement Holder has provided funding and services to the Landowner for the installation of the Flood Management Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding and these services.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding and services provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily grants and conveys to the Easement Holder a conservation easement (the Easement) for a period of 20 years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to preserve the Property in its predominantly natural, forested and wetland condition and to prevent any use of the Property that will adversely impact or interfere with its Conservation Values (Purpose). The Landowner intends to confine the use of the Property to activities that are consistent with the Purpose of this Easement.

Attachment A

2. Effective Dates. This Easement becomes effective on **December 31, 2025** and terminates on **December 31, 2045**.

3. Recording of Easement. The Easement Holder will record this Easement at the Easement Holder's expense.

5. Additional Reserved Rights of the Landowner. The Landowner retains all rights associated with ownership of the Property, including the right to use the Property and invite others to use the Property in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions:

5.1 The encumbrance or conveyance is subject to the terms of this Easement.

5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within 15 days after the conveyance and provides the Easement Holder the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holder's Rights and Remedies. To accomplish the Purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies:

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.

Attachment A

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Flood Management Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.
- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least 30 days to correct the violation. If the Landowner fails to timely respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the remedies available to the Easement Holder include temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Property containing Flood Management Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including but not limited to natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, drought, damage by wildlife, disease, natural tree mortality during the easement period, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the Purpose of this Easement.

[7.7 Permissible Tree Removal. The Easement Holder may not bring any action against the Landowner for Landowner's removal of trees at its own expense under the

Attachment A

following circumstances: the tree poses a risk of substantial damage to an adjacent structure or utility; the tree has perished, as defined by more than 50% of the tree canopy dead for more than two growing seasons; or the tree is diseased beyond the point of restoration as defined by a certified arborist. Any such removal must comply with applicable Wisconsin Department of Natural Resources forestry stock rules.

8. General Provisions.

8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:

- a. diminishes the Conservation Values of the Property,
- b. is inconsistent with the Purpose of the Easement,
- c. affects the duration of the Easement, or
- d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least 30 days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more identical counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party

Attachment A

who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

- 8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.
- 8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction and only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the Purpose of the Easement impossible.
- 8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.
- 8.9 Ownership Responsibilities, Costs, and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:
- a. *Operation, upkeep, and maintenance*. The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
 - b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”) or similar laws imposing legal liability on the owner or operator of real property.
 - c. *Permits*. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction, activity, or other use of the Property permitted by this Easement, and any construction, activity, or other use shall be conducted in accordance with applicable federal, state, and local laws, regulations, and requirements.

Attachment A

d. *Indemnification.* The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with:

- (i) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law or regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, Taxes), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. Upon execution by both parties, the Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.12 Successors. This Easement is binding upon and inures to the benefit of the Landowner and Easement Holder and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the

Attachment A

Property for the term of the Easement.

8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.14 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

Attachment A

GRANT OF INTEREST TO EASEMENT HOLDER

As (job title), I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this day of , 20.

By: _____

STATE OF WISCONSIN

OZAUKEE COUNTY

On this _____ day of _____, 20____, the person known as _____, came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission is permanent/expires _____.

Attachment A

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this [REDACTED] day of [REDACTED], 20[REDACTED].

By: _____
 Kevin L. Shafer, P.E.
 Executive Director

Approved as to Form: _____
 Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this [REDACTED] day of [REDACTED], 20[REDACTED], the person known as Kevin L. Shafer
 came before me and executed the foregoing instrument and acknowledged the same.

 Signature of Notary Public

Notary Public, State of _____

My Commission is permanent/expires _____.

Diane J. Raines, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
 conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Map Showing the Location of the Property and the Location of the Flood
 Management Infrastructure Subject to this Easement

EXHIBIT C Flood Management Infrastructure Map

Attachment A

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address: 8200 W County Line Road Mequon, Wisconsin 53097

Tax Key: 14-033-02-005.00

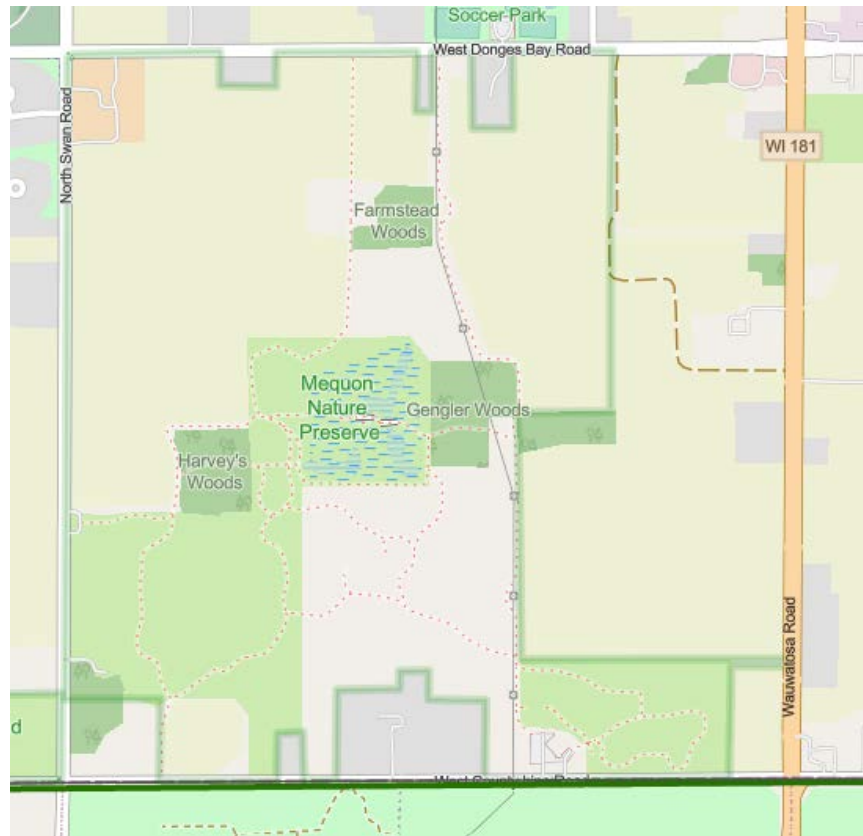
Legal Description:

0948659
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Attachment A

EXHIBIT B

MAP SHOWING THE LOCATION OF THE PROPERTY AND
THE LOCATION OF THE FLOOD MANAGEMENT
INFRASTRUCTURE SUBJECT TO THIS EASEMENT



RWR Limited Term Conservation Easement

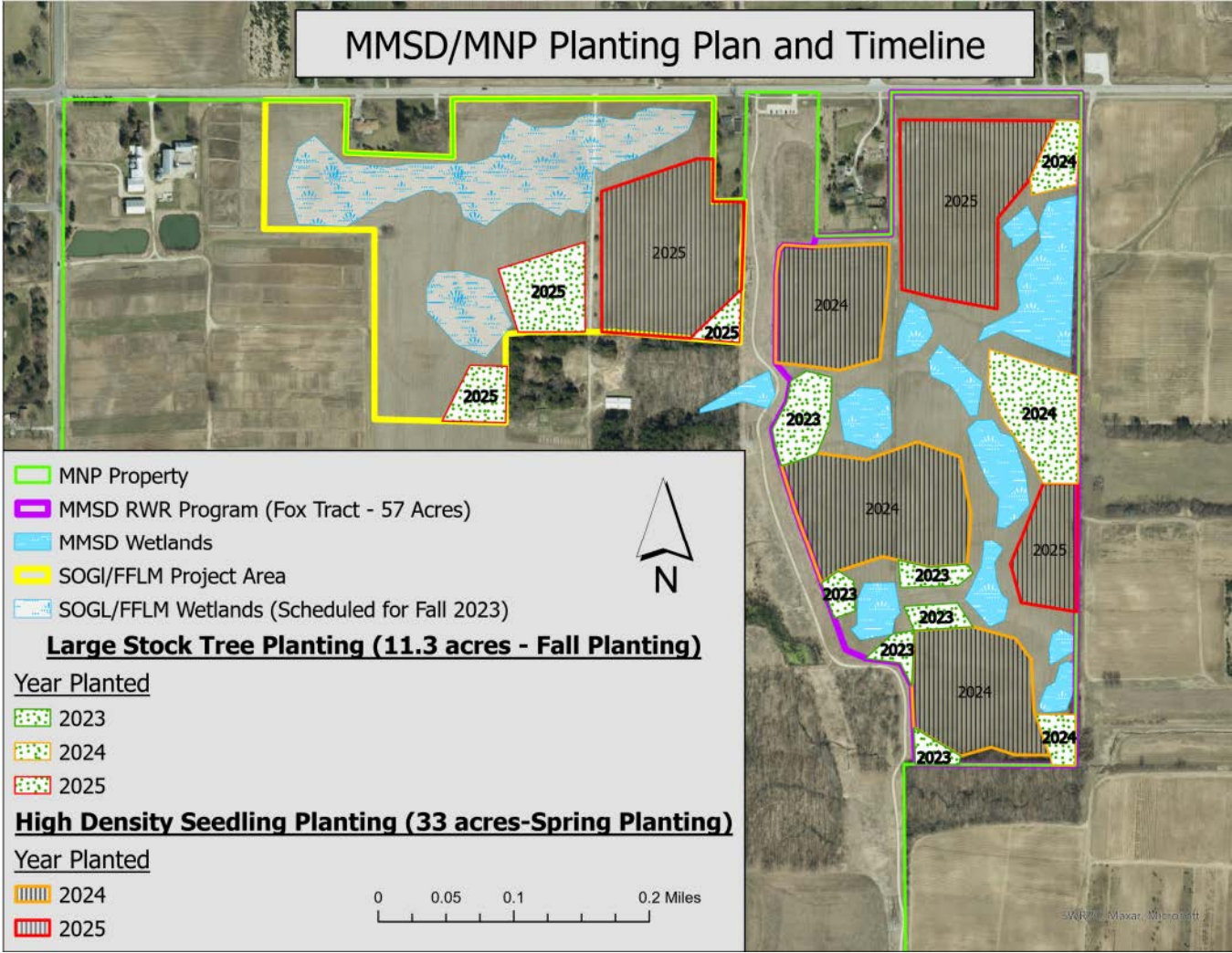
Mequon Nature Preserve

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Attachment A

EXHIBIT C

FLOOD MANAGEMENT INFRASTRUCTURE MAP



Attachment: RWR Limited Term Conservation Easement (RESOLUTION 4060 : MMSD ICA and Easement for MNP and MOU for Reforestation

RWR Project Scope: Mequon Nature Preserve

Project Name: Mequon Nature Preserve -Fox Parcel

Project Address: 8200 W. County Line Road, Mequon

Project Watershed: Milwaukee River Watershed

Project Contact: Cory Gritzmacher, coryg@mequonnaturepreserve.org, 920-948-7530

Project Duration: August 1, 2022-November 1, 2025

Description Of Current Conditions (size, land use, creeks, adjacent drainage, current vegetation, access, etc.):

- 57 acres
- No-till agricultural production-in production over 100 years (soybean and corn rotation)
- Existing drain tile
- Connectivity to Trinity Creek
- Abuts property that is not under MNP management
- Private adjacent structure
- ATC transmission line (eastern edge)...will need a buffer
- Access from west and north (gravel paths, parking lots)
- No access to water

Description Of Ideal Conditions/Objective:

- Mosaic of mesic forests, wetlands and prairies
- That functions in a way that mimics natural hydrology
- Restoring vegetation to the native state
- Providing public access
- Providing opportunities for environmental education

Willing To Enter Into Conservation Easement?

Yes

Scope Components (develop planting plan, hire consultants, coordinate tree species list, evaluate wetland potential, etc.)

- Install groundwater wells near existing structures to ensure that neighboring properties are not impacted by tile breaking

- Provide MNP staff to hire consultants, develop planting/wetland plans, and install the wetlands
- Evaluate land for wetland opportunities
- Evaluate land for appropriate trees species selection and density
- Facilitate all installation of trees, cover crop, and wetlands
- Enter into conservation easement
- Wetland plantings
- Plant up to 43,000 trees and shrubs
- Restore up to 8 acres of wetlands
- Provide environmental educational opportunities
- Participate in monthly project meetings
- Provide requested documents

Description of Maintenance Approach:

Tree & Shrub Maintenance Personnel

- Tree and shrub maintenance will include mulching, protective caging, watering, pruning, and inspection. MNP's Director of Restoration and Operations (WI-certified Arborist) will oversee the planting and maintenance of the trees and shrubs during each planting season. All 1"-2" caliper trees and shrubs will be planted and mulched. All planting, protective caging, and mulching of bare-root seedlings will involve MNP interns, K-12 school groups, collegiate work groups, and community volunteers. These groups will also maintain the trees for the entirety of the project period following the planting. The Ecological Restoration Manager will also inspect the work and make any needed adjustments following the planting.
- Training is required for school and work groups and volunteers as well as some interns. Those requiring training will attend MNP's Restoration Rangers, a weekly hands-on training program led by the Ecological Restoration Manager. MNP references resources from the WI DNR, Wisconsin Arborists Association, MNP's Management Plan, and MNP's Ecological Planning & Planting Committee.

Tree Watering Process

- During the first growing season, trees and shrubs will be watered weekly. Two interns will lead this effort using MNP's two water tanks. In the subsequent years, trees will be watered monthly. The water will be drawn from MNP's Education Center.

Mulching Trees

- Immediately following planting, volunteers will mulch larger trees and shrubs using 2-4 inches of bark mulch. This mulch will be pulled away from the tree trunk to avoid decay and additional mulch may be added to larger caliper trees in subsequent years.

Checking Tree Health

- Semiannually, staff, interns, and post-secondary students will survey the trees' progress and note conditions relating to viability. As problems arise, the Director of Restoration and Operations will create a plan that may include health treatments, such as removal of invasive plant species to decrease competition for nutrients.

Tree Protection

- Tree cages can be easily removed for semiannual inspection by the Ecological Restoration Manager and will be replaced or adjusted as needed. Larger caliper trees and shrubs will be protected as a group or individually using metal mesh caging or tree wraps installed at the time of planting.

Pruning

- Large caliper plantings: Director of Restoration and Operations will prune outside of the growing season to avoid fungal infections, particularly with oak species.
- Bare-root seedlings: pruning will be done at the time of planting, but limited to the first two years based on the age class of the trees. Subsequently, the Director of Restoration and Operations will inspect and prune as necessary.

Tree Warranty

- Large caliper trees and shrubs: The nursery guarantees quality upon delivery. Therefore, any loss or damage to plant stock will be replaced without additional cost.
- Bare-root seedlings: These trees are purchased from the Ozaukee County Parks Department and WI DNR. Due to the cost, age, and size, these trees will not have a warranty; however, based on studies conducted over the last four years, survivorship of bare-root seedlings at MNP has shown to be 75-90%.

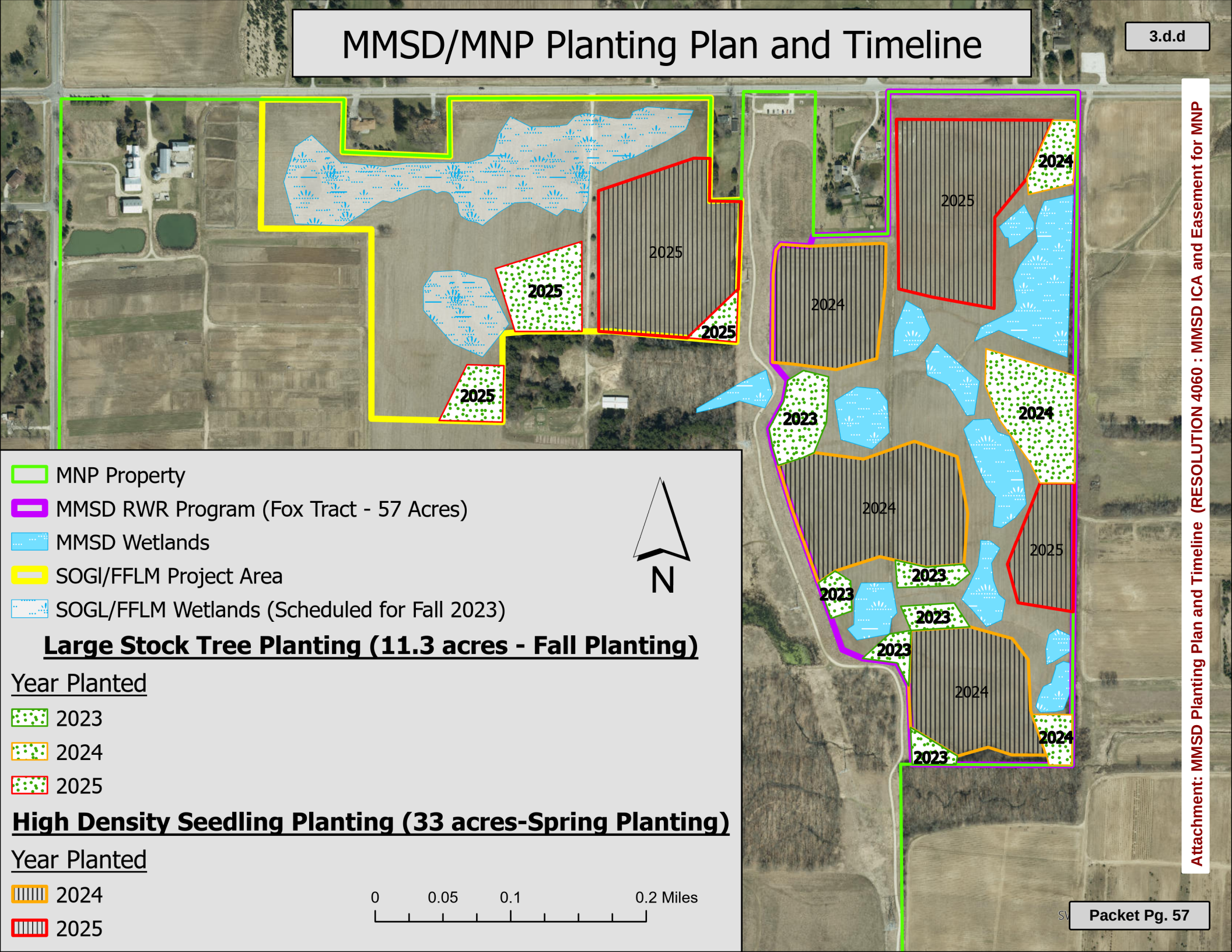
Schedule Milestones:

Spring 2022	Develop project scope, begin contractor discussions.
Summer 2022	Execute contract, begin engineering, line up materials and supplies.
Fall 2022	MNP will execute subcontracts, begin wetland prep, ceremonial tree planting.
Winter 2022/23	Continuation of wetland installation and finalize tree planting plan.
Spring 2023	Seed cover crop, potential need for workforce development support to plant.

Summer 2023	Environmental education, manage invasive species, mowing maintenance, place fall tree order.
Fall 2023	Larger diameter tree and shrub planting, (1,000 plants) potential need for workforce development support to plant.
Spring 2024	Plant tree and shrub seedlings (20,000 plants), complete monitoring report
Fall 2024	Larger diameter tree and shrub planting (1,000 plants)
Spring 2025	Plant tree and shrub seedlings, (20,000 plants), complete monitoring report
Fall 2025	Larger diameter tree and shrub planting (1,000 plants)

MMSD/MNP Planting Plan and Timeline

3.d.d



Attachment: MMSD Planting Plan and Timeline (RESOLUTION 4060 : MMSD ICA and Easement for MNP

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MEQUON AND
MEQUON NATURE PRESERVE, INC.
REFORESTATION & WETLAND RESTORATION PROGRAM**

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

RECITALS

1. The City has a lease with MNP Inc. which governs the relationship between the two Parties.
2. MNP Inc. applied for Reforestation & Wetland Restoration Program funding through the Milwaukee Metropolitan Sewerage District (MMSD) to plant trees on the original Fox and Stauss properties.
3. MNP, Inc. will be required to sign a separate funding agreement with MMSD that lays out the scope of work and the dollars that they will receive for their work on this project. MMSD will procure the trees with specifications provided by the MNP.
4. The City and MMSD will enter into an Intergovernmental Cooperation Agreement (ICA) to grant a conservation easement over the property with specific terms and conditions.
5. By way of this agreement, MNP, Inc. will accept the responsibilities of the ICA and the easement.
6. Both Parties have a vested interest in the infrastructure investment and proper protection thereof.

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

1. No City funds are obligated under this agreement.
2. MNP, Inc. will comply with all the rules and statutes applicable to the obtaining, use, and disposition of Wisconsin Department of Natural Resources (WDNR) forestry stock.
3. MNP, Inc. will not sell WDNR forestry stock (violations punishable by a forfeiture of not more than \$100 under Wis. Stat. § 28.06(4)).
4. MNP, Inc. will not use WDNR planting stock for ornamental or landscape planting or Christmas trees (violations punishable by a forfeiture of not more than \$500 under Wis. Stat. § 28.06(5)).
5. MNP, Inc. will not harvest or remove trees after planting in accordance with the conservation easement and in no event until they are large enough to be sold or utilized as cut merchantable forest products or as an approved pre-commercial thinning.
6. MNP, Inc. will not remove trees from a plantation with roots attached or resales.
7. MNP, Inc. will protect the area planted from fire and grazing.

8. MNP, Inc. will assume responsibility for the terms and conditions of the conservation easement, included as an attachment to this document.

CITY OF MEQUON**OWNER**

By _____
Andrew Nerbun, Mayor

By _____
NAME, TITLE

By _____
Caroline Fochs, City Clerk

STATE OF WISCONSIN)
)SS
 OZAUKEE COUNTY)

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

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

STATE OF WISCONSIN)
)SS
 OZAUKEE COUNTY)

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

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

Approved by: _____
Brian Sajdak, City Attorney



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

www.ci.mequon.wi.us

Office of Public Works Committee

TO: Public Works Committee
FROM: Cole McCraw, Assistant City Engineer
DATE: August 8, 2023
SUBJECT: Fiesta Lane Drainage and 2024 Road Program Design RFP

Background

This item is intended to conclude the discussion regarding the Fiesta Lane Drainage Study and transition to the design of the drainage and road design. Note that unrelated to the drainage study, staff is also seeking design proposals for Highland Road.

Fiesta Lane Drainage Study

The Fiesta Lane drainage inquiry was officially added to the Major and Secondary Drainage project list in 2010, and originally appeared as #26 of 40+ projects with the initial prioritization in 2015. As recently as 2022, the project appeared as #2 on the City's prioritization list. In February 2023, the Public Works Committee authorized the issuance of a request for proposals (RFP) to assess the drainage issue and recommend drainage work to be included in the road program project. The study was awarded to raSmith in April 2023 by the Public Works Committee and Common Council.

In June 2023, raSmith was invited to the Public Works Committee Meeting to present the drainage analysis and types of solutions as well as answer any questions from the committee members or public.

Highland Road Widening

At the January 2023 Bikeway Committee meeting, the Bikeway Committee voted to affirm the recommendation of 4-foot paved shoulders on a 0.55-mile portion of Highland Road from Wauwatosa Road, east to the railroad crossing that runs parallel with Cedarburg Road. The recommendation is consistent with the Bikeway 2010-2030 Plan recommendations. Highland Road east of the railroad tracks to Port Washington Road includes 4-foot paved shoulders.

Staff brought the recommended addition of 4-foot shoulders to the February Public Works meeting for consideration due to the increased cost. Resolution 4017 approved the inclusion of the added shoulders as part of the 2024 Road Program design.

Analysis

The attached RFP includes a detailed design scope for the project including the implementation of the selected drainage alternatives on Fiesta Lane and the widening of Highland Road.

Fiesta Lane Drainage Study

During the Fiesta Lane drainage discussion at the June Public Works Committee Meeting, residents and the Committee reached the consensus to proceed with both the ditch regrading and driveway culvert replacement alternatives. It was decided that a third alternative proposing stormwater detention on private property was a more challenging item to implement, and that the alternative may be reconsidered after the ditch and culvert improvements are made.

The recommendations for ditch regrading and culvert replacement are included in the attached RFP, in addition to the standard road reconstruction items. The intent is to show that the recommendations will be included in the final design, as well as further customer input.

To ensure that the ditching and culvert replacement adequately addresses drainage concerns, staff recommends that the Fiesta Lane item remains on the Major and Secondary Drainage Way Capital Improvement Plan (CIP) list for one year following completion of the ditch and culvert improvements. This will allow staff and residents to monitor the improvements and determine if further action is needed to reduce the drainage issues. After one year, the item will appear on the Public Works Committee agenda to determine whether it should be marked as “complete” on the Drainage CIP list, or whether further action is required.

In order to regrade ditches and replace driveway culverts, some site constraints must be considered. These include the narrow right-of-way, possible private property impacts, tree impacts, and lack of slope in the area. A detailed survey of the street and right of way will be needed to determine where these impacts may occur. These impacts will be discussed with affected residents at a public information meeting (PIM) that will be scheduled for the project. Comments from the PIM can be considered in the design prior to bidding the project. The RFP includes preparing meeting materials and attending a PIM in the scope.

City staff will evaluate the Columbia Creek Condominium’s conformance to the stormwater management plan as part of their Best Management Practices (BMP) certification which is due in 2023. If action is required for non-compliance, those will be addressed outside of the project.

Highland Road Widening

Widening Highland Road to accommodate wider paved shoulders will require significant grading and drainage improvements to move the ditches back to accommodate the widened road section. The City owns limited right-of-way in this section, therefore acquisition of right-of-way may be required. Due to the need for detailed design of this section, the design is included in the RFP.

Fiscal Impact

Staff anticipates that the proposals may exceed \$25,000 for design fees. Therefore, recommendation for awarding the design contract will appear at Public Works for resolution recommendation to Common Council at the September meetings. There are sufficient funds in the Right-of-Way Asset Management capital account for design. A portion of the design may be funded using Major and Secondary Drainage Way Capital Improvement funds for design related to Fiesta Lane drainage. The sources will be detailed as part of the award resolution when the fee amounts are known.

Recommendation

Staff recommends that the Public Works Committee endorse the included RFP scope for the 2024 Road Program Design. Additionally, staff recommends that the Fiesta Lane item remains on the Major and Secondary Drainage Way CIP list for one year following completion of the ditch and culvert improvements.

Attachments:

Request for Proposal Draft (PDF)



Request for Proposal: Design Services Fiesta Lane and Highland Road Drainage and Road Reconstruction Project

The City of Mequon is seeking proposals from a select group of qualified engineering consultants for the survey, drainage and road design, preparation of bid documents, and construction staking associated with the drainage and reconstruction of Fiesta Lane and Highland Road. The Fiesta Lane project area is located between Grasslyn Road and Port Washington Lane, and the Highland Road project area is located between Wauwatosa Road and the railroad tracks on the west side of Cedarburg Road. The project areas are shown on the attached exhibits.

Project Summary

The City of Mequon Road 5-year Capital Improvement Program includes the reconstruction of Fiesta Lane and Highland Road.

The Fiesta Lane project area (Grasslyn Road to Port Washington Lane) will generally include culvert replacement, improvements to the open-ditch drainage system, and pulverizing or mill and pave of the existing roadway.

The Highland Road project area (Wauwatosa Road east to RR crossing) will generally include pulverizing or mill and pave, the addition of 4-foot paved shoulders on both sides, and evaluation of existing open-ditch drainage system.

Prior to initiating construction, the Mequon Sewer Utility will evaluate the public system to determine whether improvements are required.

No Sewer Utility improvements are anticipated, but any structure adjustments must follow the Standard Specifications.

Scope of Services:

To the extent practical, all drainage and road design must follow the Standard Specifications for Land Development (SSLD) available on the City's website: [click here](#). At a minimum, design services should include the following items. The consultant should feel free to expand items as necessary in preparing the proposal.

Task 1 – Survey

- The Consultant shall attend a kickoff meeting with City staff prior to survey work.

- Field survey including establishing all property lines from record data and/or lot pipes; collecting data for the road centerline profile & existing road cross section; side road profiles; driveway profiles; driveway and crossroad culvert sizes, type, and invert elevations; existing utilities; and acquiring site topography within the Right-of-Way (ROW) and on private property where ROW is inadequate. All survey information shall be collected in WI State Plane, South Zone, NAD 83 coordinate system.
- All vertical information should be based on North American Vertical Datum of 1988.
- Field survey shall identify any ROW encroachments including landscaping and other treatments around culverts.
- Field survey shall identify tree locations within the ROW that are larger than 3" diameter.
- Survey shall include establishing horizontal and vertical control throughout the project.
- Recommendations as to the need for subsurface exploration to determine bedrock, groundwater elevation, and soil conditions for pavement design report. Pavement cores to determine the existing road cross section should be included at the frequency determined by the Consultant, but at least three cores shall be taken on each street.
- Survey base-map shall be provided to the City of Mequon along with DTM. The survey base-map shall be in AutoCAD (Release 2010) and the DTM shall be compatible with Civil 3D.

Task 2 – Road/Drainage Design

In general:

- Design shall conform to the SSLD, to the extent practical. Any variances shall be discussed and validated by City staff.
- Horizontal alignment should not change significantly unless necessary to reduce ROW impacts.
- Evaluate vertical alignment for sight distance. If adequate, vertical alignment should not change significantly.
- Provide energy dissipation where required in ditches and at culvert discharge points.
- Analyze drainage of existing intersections and provide new designs as necessary.
- Evaluate drainage structures and crossroad culverts for replacement. Identify if additional crossroad culverts are needed.
- Recommend pulverizing or milling and repaving for each street based on site constraints, road condition, and subsurface investigation data. The method will be validated by City staff.
- Identify roadway impacts outside of ROW and provide exhibits for City and property owners showing the impact limits.
- Meet with City staff for review of the 60% and 90% complete plans.

Fiesta Lane

- A drainage study was performed for the Fiesta Lane project area. The report will be provided for implementation into the design. The recommendations include driveway culvert resizing and ditch regrading.
- Where possible, the road should match the existing cross section, including shoulders.
- Replace all driveway culverts. Driveway culverts shall be sized in accordance with the SSLD.

Highland Road

- Provide recommendation if widened section require culvert replacement and ditch realignment.
- Replace driveway culverts where ditch realignment is needed.
- Where private property impacts due to grading may occur, a cost analysis (beam guard considerations, etc.) may be needed.

Task 3 – Preparation of Plans and Specifications

- The City will include the design plans within its annual Road Improvements contract bid documents.
- Technical specifications are only required for bid items that do not appear in the standard contract documents. City staff will provide a list of the standard bid items.
- Bid quantities are required for all bid items associated with the design, in the units as specified in the list above.
- Design and specifications shall conform to the Standard Specifications for Land Development.
- Plans shall include cover sheet, typical sections, construction details, crossroad and driveway culverts with invert elevations, quantities, and erosion control.
- Provide full cross sections every 50-100 feet, and at every driveway and crossroad culvert. Show pavement cross slope and side/ditch slopes.
- Provide elevation benchmarks approximately every 500 feet and show on the plan set.
- Prepare plans in 40 scale for 11"x17" sheets.
- Plans shall include full replacement of all street, regulatory and cautionary signage. Signs must follow the Standard Specifications.
- Name and address of all utility contacts to be included on the plans.
- Name and address of adjacent property owners to be included on the plans.
- Plans to be provided to the City in AutoCAD format. If conversion from Micro Station would be done, please indicate.
- Final plans sheets and specifications to be provided for bidding in pdf (11"x17") format.
- Specifications should include all standard construction requirements including maintaining access for residents throughout construction, temporary bank of mailboxes for service during construction, etc.
- Plans and specifications to be stamped and signed by a registered professional engineer.
- Provide construction cost estimates at the 60% and 90% review meetings.
- The bid tab shall be separated by street and shall separate the Fiesta Lane drainage items from the road reconstruction items.
- Incorporate City standards into the technical specifications.
- Reference the "State Standard Specifications for Highway and Structure Construction" for roadway construction.

Task 4 – Agency Approvals and Utility Coordination

- Inform utilities of the planned construction and provide them with preliminary and final plans.
- Obtain WDNR WRAPP (NOI) Permit, if applicable.

Task 5 – Bidding Assistance

- City will send the advertisement to the appropriate publications.

- City will distribute plans.
- Consultant to attend one pre-bid meeting.
- Consultant to respond to contractor inquiries and provide any required addenda to the City.

Task 6 – Meetings

- Consultant must attend the design kickoff meeting, 60% review meeting, 90% review meeting and pre-bid meeting, which will be held during the day with City staff. Consultant must also attend the public information meeting that is typically held at the conclusion of the standard work day.
- Consultant shall attend and provide deliverables for the City to host one public information meeting. Deliverables include but are not limited to map displays with road plans overlaid on aerial photography for the entire project length.

Task 7 – Construction Staking

- Provide centerline and offset staking at maximum 50-foot intervals for all storm sewer.
- Provide centerline and offset staking for all culverts.
- Provide grade stakes for any section of new curb and gutter, at all intersections, and all new curb radii.
- Provide slope intercept staking every 100'. 5 ft offsets with LT/RT, ground elevation, and cut/fill to edge of shoulder.
- Provide centerline grade stakes and redtop stakes every 50 feet where vertical profile is changed.

Proposal Format

Consultants' proposals should include a brief resume of the firms' qualifications and recently completed similar projects. The cost for each task shall be broken down as provided in the attached format.

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

Project Schedule

Engineering Consultants must submit their proposals to the City of Mequon Engineering Department by 3:30 P.M. on **TBD**. Emailed/electronic copies are preferred and can be sent to engineering@ci.mequon.wi.us. The Consultant is required to confirm receipt of the proposal. Consultant selection will be based on quality of proposal, qualifications of the design team, and fee to complete the work. Depending on contract value, the City anticipates award of the contract at the **TBD**, Common Council meeting.

The schedule shall adhere to the following:

Task 1	TBD
Task 2/3/4	TBD
Ad for Bid*	TBD

Bid Opening*	TBD
Contract Award*	TBD

*Tentative; based upon City meeting schedule

Thank you for your interest in this project, and feel free to call Cole at (262) 236-2957 or email Cmccraw@ci.mequon.wi.us to discuss the scope of work.

Sincerely,

CITY OF MEQUON

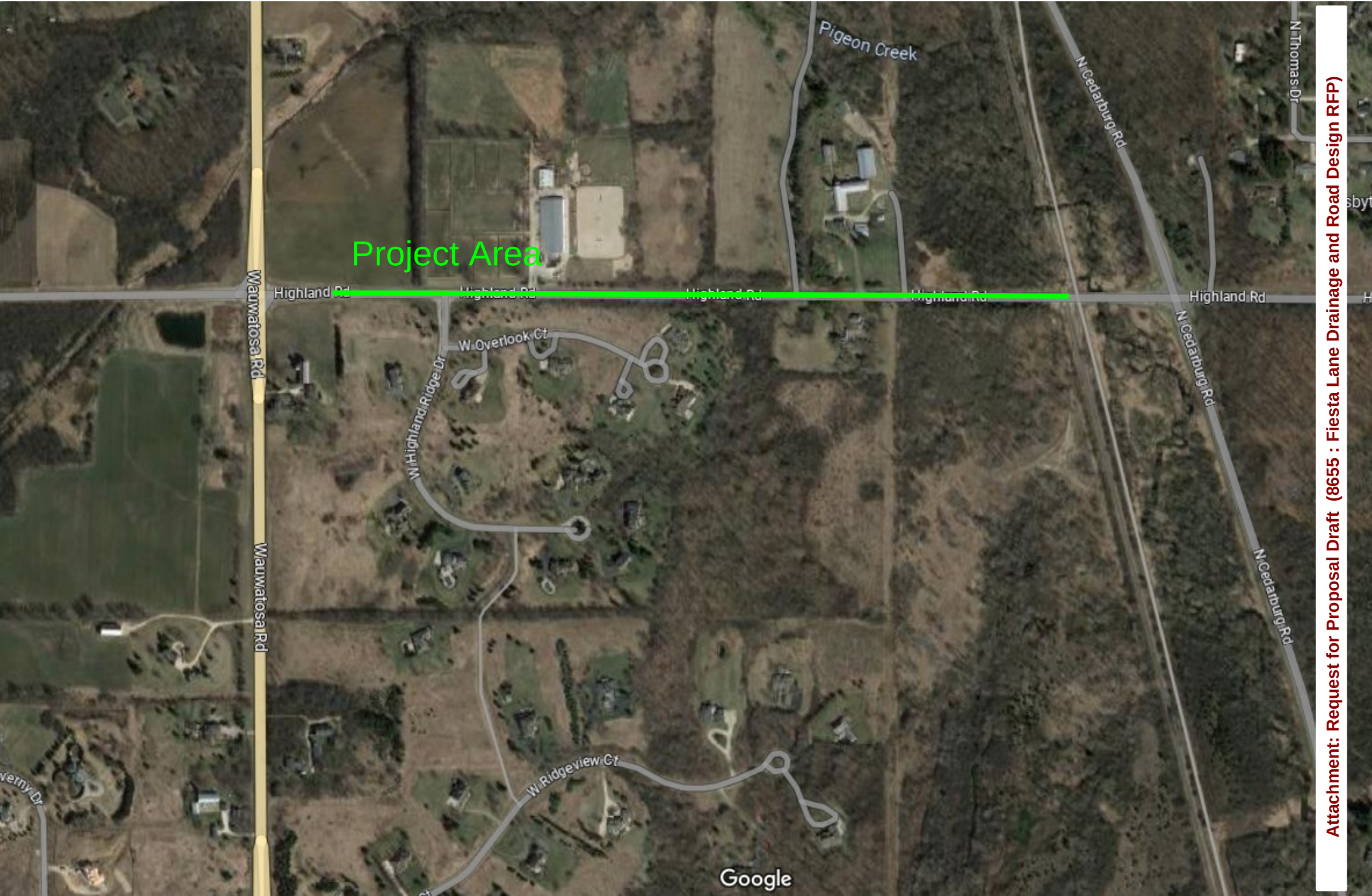
Cole D. McCraw, P.E.
Assistant City Engineer

Task	Description	Cost
Task 1	Survey	
Task 2	Road/Drainage Design	
Task 3	Preparation of Plans and Specifications	
Task 4	Agency Approvals and Utility Coordination	
Task 5	Bidding Assistance	
Task 6	Meetings	
Task 7	Construction Staking	
TOTAL		



Project Area

Attachment: Request for Proposal Draft (8655 : Fiesta Lane Drainage and Road Design RFP)



Attachment: Request for Proposal Draft (8655 : Fiesta Lane Drainage and Road Design RFP)



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: June 13, 2023
SUBJECT: Public Works Work Plan (8.8.23)

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

Attachments:
2023 Work Plan (8.8.23) (PDF)

**Public Works Committee
2023 Work Plan (August 8, 2023)**

4.b.a

Month	Agenda Topics
August	- Resolution: Ratification of Emergency Repair and Authorization of Vendor Expenditure Exceeding \$25,000 – Dillett Mechanical - Resolution: Ratification of Emergency Repair, Authorization to Exceed \$25,000 for a Project and Authorization of Vendor Expenditure Exceeding \$25,000 – Gillitzer Electric - Fiesta Lane Drainage Study Conclusion
September	- TBD Contract Award: Design Fiesta Lane and Highland Road Drainage and Road Reconstruction Project <i>Tentative:</i> State/Municipal Maintenance Agreement (SMMA) for various WisDOT projects
October	<i>Tentative:</i> Review of Performance Standards for Vehicle Leasing (Policy Statement 17)
November	<i>Tentative:</i> Road Program Recap

Future Agenda Topics

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

2023 Completed Items:

2022 Road Program Summary 2023 Road Program Overview - Resolution: Highland Road Widening - Resolution: Update to Template MOU - Resolution: Bid Rejection for City Hall Roof Project - Contract Award: Construction Inspection - Contract Award: City Hall Roof Replacement - Contract Award: Field Management - Contract Award: Crack Filling - Contract Award: Road Improvements - Authorization Fiesta Lane Drainage CIP RFP Scope of Services - Resolution: Fee Schedule Amendment: Pool and Parks (Field Management) Fees - Resolution: State/Municipal Finance Agreement (SMFA) for Mequon Road Sidewalk (Wauwatosa Road west to Swan Road) - Resolution: TAP Grant Support (Bike Master Plan, Multimodal on Mequon Road, east of I-43) - Contract Award: Boiler Stack Replacement - Contract Award: Buntrock Sidewalk Extension - Contract Award: GSB-88 - Contract Award: Courtland Drainage Improvements - Contract Award: Fiesta Lane Drainage Study - Resolution: Dedication Agreement for M-T Trails path Highland Road - Resolution: Authorization to exceed \$25k for Lannon and Western Culvert	
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Attachment: 2023 Work Plan (8.8.23) (8659 : Public Works Work Plan (8.8.23))