



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

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, September 12, 2023

5:45 PM

South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. June 13, 2023 Minutes

b. August 8, 2023 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4070** A Resolution Approving a State/Municipal Agreement for a Bicycle and Pedestrian Planning Study with the Wisconsin Department of Transportation

b. **RESOLUTION 4071** A Resolution Approving the Purchase of a Replacement Compact Track Loader with Related Attachments from Fabick Cat, Milwaukee, Wisconsin in the Amount of \$89,750

4) Discussion Items

Discussion and Possible Action

a. Public Works Work Plan (9.12.23)

5) Adjourn

Dated: September 12, 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



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, August 8, 2023

6:00 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Chair Schneider called the meeting to order at 6:01 PM

Present:

Chair Kathleen Schneider
Alderman Jeffrey Hansher
Alderman Kelly Tolocko

Also present: Assistant City Engineer McCraw, Deputy Director of Public Works Weyker, Buildings Superintendent Bodoh, Administrative Assistant Schlereth, Kathy & William Kranz (1503 W. Fiesta Lane), Virginia Riositti (1321 W. Fiesta Lane), Gordon Lindemann (1332 W. Fiesta Lane), Kathryn & Charles Western (1907 W. Fiesta Lane), Michelle Salamun (1601 W. Fiesta Lane), Director of Public Works/City Engineer (6:15 PM), City Attorney Sajdak (6:20 PM), District 3 Alderman Mayr (6:32-6:36 PM).

2) Approval of Minutes

a. June 13, 2023, Minutes

Minutes were not voted on due to possible addition of content.

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

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

Attachment: 8-8-2023 PW minutes (8761 : August 8, 2023 Minutes)

AYES: Schneider, Hansher, Tolocko

- 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

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Tolocko

AYES: Schneider, Hansher, Tolocko

- 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

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Hansher

AYES: Schneider, Hansher, Tolocko

- 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

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Schneider

AYES: Schneider, Hansher, Tolocko

Attachment: 8-8-2023 PW minutes (8761 : August 8, 2023 Minutes)

4) Discussion Items

Discussion and Possible Action

a. Fiesta Lane Drainage and 2024 Road Program Design RFP

Staff provided a brief background on what has been accomplished so far to attending residents.

At the June meeting rsSmith provided drainage study report that included a project overview, analysis of the drainage issues and identification of flood mitigation alternatives.

Alternatives rsSmith offered were: replacing the culverts at the appropriate size and depth, regrading the ditch to address slope and depth deficiencies and stormwater detention, which would require a private property impact.

After discission the Public Works Committee approved staff to move forward with culvert replacement and ditch regrading as they align well with the 2024 Road Program. Staff indicated that after improvements are complete staff would like to observe the area for at least a year to see if the drainage issue is resolved before removing the project from the CIP list.

Residents expressed concerns about gas line placement interfering with ditches, loss of mature tree and landscaping. Staff clarified that private property impacts will be included on the plans.

Currently City staff presented a draft Request for Proposal (RFP) which would solicit proposals from various engineer consultants. The RFP includes a public information meeting which residents may attend to review the design ahead of construction.

Residents stated water flow has increased from Columbia Creek development.

Chair Schneider stated that water has always drained downhill from Columbia to Fiesta even before houses were built.

Staff encouraged residents to review the drainage study report on the City website that was presented at the June meeting.

Conversation ensued that the City has in place a Stormwater Best Management Practice (BMP) compliance certification program. Stormwater BMPs are certified as a condition of final plat approval or occupancy and are re-certified every fifth year thereafter. A Drainage Letter of Credit is required prior to a building permit for residential and commercial construction. The stormwater facilities are re-certified as a condition of releasing the Letter of Credit.

Chair Schneider called on residents that had indicated they wished to speak.

What does a resolved status look like?

Improved drainage of the roadway with a reduced impact to private property.

Will we still have a ditch or a buried culvert the length of the yard.

The City's standard specifications require a open channel ditch. An example where a buried culvert maybe considered would be if the road is higher than the yard.

Will existing buried culverts that run the length of a yard be removed?

They will be evaluated as part of the design and removed if appropriate.

Will the City reimburse the resident if buried culvert pipes are taken out?

Not if it's in the right-of-way.

Who will pay for the upsizing culverts and regrading ditches?

The design and construction, including culverts and regrading ditches is included in the road program budget.

Will the budget cover all the culverts?

For the Fiesta Lane project, yes. It is anticipated that the design will require replacement of all of the culverts.

Are there plans for City water connection?

No, water utility is voluntary connection is not required. If public water service is desired, the residents can seek a quote for installation.

Is it too early to say if mature trees will be cut down?

Yes, the design and plans need to be completed in order to determine the impact on trees within the right-of-way.

Is it possible that all of Fiesta Lane will be lowered?

Lowering wouldn't benefit drainage because Fiesta Lane is pinned at either end by other streets. The City's traditional process for road reconstruction is to pulverize and overlay which is grinding down the surface then place the asphalt on top. Older subdivisions usually benefit from this process because the additional elevation provides better drainage. It is intended to be a pulverized and overlay or mill and overlay.

Can the City go into a yard and clear out an overgrown swale.

Not for long term overgrowth but if someone intentionally filled in the swale on purpose, then it would be a violation of the City Ordinance and staff could pursue compliance through enforcement.

Columbia Creek water drainage was supposed to go in a retention pond that remains dry. This has not been addressed.

The pond was designed as a dry pond, the drainage report is compliant with what the City approved.

What is the length of the City right of way into our yards?

On Fiesta Lane it's about 25ft from the center of the road on either side.

One of the challenges we face is that Fiesta Lane is one the narrowest right of ways in the City.

Do you have any idea when construction will begin next year?

Usually start after school is out for summer break and finish before school is back in session.

Anyone that has anything in the right of way like invisible dog fence or landscaping they would need to remove them before construction begins. Notice will be given to residents.

Future discussion will take place after the City awards a contract to an engineering firm for design. Resident email addresses were obtained by staff for future communication.

b. Public Works Work Plan (8.8.23)

Time restrictions for another meeting did not allow for a review of the work plan.

5) Adjourn

a. Motion to adjourn at 6:40 PM

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Tolocko

AYES: Schneider, Hansher, Tolocko

Respectfully Submitted,

Ren Schlereth

Attachment: 8-8-2023 PW minutes (8761 : August 8, 2023 Minutes)



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Office of Engineering

TO: Public Works Committee
FROM: Cole McCraw, Assistant City Engineer
DATE: September 12, 2023
SUBJECT: RESOLUTION 4070 A Resolution Approving a State/Municipal Agreement for a Bicycle and Pedestrian Planning Study with the Wisconsin Department of Transportation

Background

The Joint Mequon-Thiensville Bike and Pedestrian Way Commission is proceeding with a planning study to evaluate the facility needs for bicycle and pedestrian users in the City of Mequon and Village of Thiensville. The Commission previously released a Request for Proposals (RFP) for the planning study and received one submission. Engineering staff and the Commission discussed recommending the proposing firm for award but determined that it would be beneficial to submit a grant application to the Wisconsin Department of Transportation (WisDOT) through the Transportation Alternatives Program (TAP) prior to moving forward.

In March 2023, staff applied to WisDOT for grant funding through the TAP program for the bicycle and pedestrian planning study. The Southeastern Wisconsin Regional Planning Commission (SEWRPC) reviewed project applications as the advisory committee for the Milwaukee Urbanized Area. The City of Mequon falls within the Milwaukee Urbanized Area. At the SEWRPC meeting on May 16, 2023, the advisory committee voted and approved to recommend the project for funding. On June 29, 2023, the City was notified by WisDOT that the TAP grant was awarded.

WisDOT provided a State/Municipal Agreement (SMA) for the TAP project. The City of Mequon is considered the project sponsor and must enter into the agreement to receive funding.

Analysis

The SMA details the project requirements, timeline, and costs. The City Common Council must approve the SMA prior to execution. If the SMA is approved, the City will move forward with issuing an RFP to obtain proposals for the planning study. The final form of the RFP will be approved by the Joint Mequon-Thiensville Bike and Pedestrian Way Commission and the contract award for any recommended study will also require subsequent approval by the Mequon Common Council.

Fiscal Impact

The grant funding is awarded on the basis of an 80/20 cost share with WisDOT. The local sponsor is responsible for 20% of the project cost and WisDOT funds 80%. The recommended federal funding amount was \$64,000. The remaining 20% local share would total \$16,000.

The original scope of services authorized by the Joint Mequon-Thiensville Bike and Pedestrian Way Commission included the Village of Thiensville. Thiensville informally indicated a willingness to participate in the local share portion of the cost. A cost share with the Village of Thiensville may be determined at a later date when the project scope is finalized in the RFP. If the Village determines that it cannot contribute, the project area will include Mequon only.

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

Recommendation

At the August Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting, the Commission voted to recommend the SMA for approval. It is staff's recommendation that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution approving the City of Mequon to enter into the State/Municipal Agreement (SMA) for the TAP project with WisDOT.

Attachments:

State/Municipal Agreement - Bike/Ped Planning Study (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4070

A Resolution Approving a State/Municipal Agreement for a Bicycle and Pedestrian Planning Study with the Wisconsin Department of Transportation

RECITALS

A. The Wisconsin Department of Transportation (WisDOT) awarded a grant to the City of Mequon for a Transportation Alternatives Program (TAP) project titled the M-T Bike & Pedestrian Planning Study.

B. WisDOT requires that the project sponsor, the City of Mequon, enter into a State/Municipal Agreement to receive the grant.

C. The TAP grant will cover 80% of the total estimated cost with federal funds, and it obligates 20% of the total estimated cost to the project sponsor.

D. WisDOT is requesting approval of an agreement obligating the City to 20% of the \$80,000 total estimated cost, totaling \$16,000, to be contributed by the City of Mequon as the project sponsor.

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

F. The Public Works Committee approved entering into a State/Municipal Agreement, at its meeting on September 12, 2023.

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

1. The State/Municipal Agreement with WisDOT in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: September 12, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 12, 2023.

Caroline Fochs, City Clerk



**STATE/MUNICIPAL
AGREEMENT
FOR A NONINFRASTRUCTURE
TRANSPORTATION
ALTERNATIVES PROGRAM
(TAP) PROJECT**

Subprogram #: 290

Program Name: TAP

Date: July 11, 2023

I.D.: 2697-23-00

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: **TBD**

FAIN ID: **Federal Award Identification Number (TBD)**

Project Title: M-T BIKE & PED PLANNING STUDY

Location/Limit: CITY MEQUON & OZAUKEE
INTERURBAN TR

Project Length (if applicable): N/A

Project Sponsor: City of Mequon

County: Ozaukee

MPO Area (if applicable): N/A

The signatory, the **City of Mequon**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wis. Stats. sec. 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. secs. 86.25(1), (2), and (3) and Wis. Stats. sec. 66.0301..

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The city has miles of sidewalk and connections to the Ozaukee Interurban Trail that connects Sheboygan, Ozaukee, and Milwaukee counties with over thirty miles of trails.

Proposed Improvement - Nature of work: Updated Bicycle and Pedestrian Way Commission Recommendations list to replace the City's existing 2010-2030 plan. The study would be used to inventory all existing bicycle and pedestrian facilities, identify gaps in the bike/ped network, perform public outreach, identify opportunities, and create a holistic plan for Mequon's bicycle and pedestrian network to be implemented for the next 20 years.

The Project Sponsor agrees to the following TAP program funding conditions, updated as of June 2022:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$64,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$64,000 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: June 16, 2023

Commencement deadline: June 16, 2027

Sunset (Completion) Date: 06/30/2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by 06/30/2029, and the Project Sponsor must submit a project completion certificate to the State on or before this date. Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2697-23-00					
Study	\$70,000	\$56,000	80%**	\$14,000	BAL*
WisDOT oversight	\$10,000	\$8,000	80%**	\$2,000	BAL*
Total Est. Cost Distribution	\$80,000	\$64,000	MAX	\$16,000	N/A

*This project has a TAP federal funding maximum of \$64,000. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 3–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Mequon _____ (please sign in blue ink)		
Name _____	Title _____	Date _____
Signed for and in behalf of the State _____ (please sign in blue ink)		
Tony Barth <i>Name</i>	SE Region Planning Chief <i>Title</i>	_____ <i>Date</i>

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. sec. 139 and the National Environmental Policy Act (42 U.S.C. sec. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. sec. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. sec. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in the State’s approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
- a. Preliminary Engineering, Plan Development, Planning Study.
 - b. State Review Services.
 - c. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of reimbursement requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - b. A final adjustment of State payments will be made upon completion of the State’s audit of the project. If the State’s audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. This line intentionally left blank
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR sec. 172 and procedures published in the WisDOT FDM,) Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the Federal and State rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. This line intentionally left blank
15. This line intentionally left blank
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School (SRTS) eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR s. 200.331(a).
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. sec. . 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats sec. 51.01 (5), sexual orientation as defined in Wis. Stats sec. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - b. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
28. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - b. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to the State on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or

municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. secs. 4331 - 4332, 23 U.S.C. sec. 138 or Public Law 91-646 (1971).

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- c. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be

held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2023-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$64,000 is cumulative for all federal funded project phases.



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

www.ci.mequon.wi.us

Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: September 1, 2023
SUBJECT: RESOLUTION 4071 A Resolution Approving the Purchase of a Replacement Compact Track Loader with Related Attachments from Fabick Cat, Milwaukee, Wisconsin in the Amount of \$89,750

Background

The Department of Public Works Equipment Replacement Program provides for the purchase and replacement of vehicles and equipment for the Department. The Sewer and Water Utilities have separate budgets that support the replacement of their respective equipment. The replacement program provides funding for smaller items such as lawn mowers and chain saws, as well as larger vehicles such as plow trucks, loaders, and excavators.

The equipment replacement presented in the attached resolution pertains only to the following unit:

- #365 - Compact Track Loader (1999 ASV Positrack) - to be replaced with a similar unit.

Analysis

The City's 1999 ASV Positrack is high on the Department's list for replacement due to age, wear, and dependability issues. The main purpose of this unit when purchased was to maintain off-road drainage easements inaccessible by wheeled equipment to mow grass, weeds, and brush. The current unit is no longer dependable and becomes problematic to retrieve from these off-road sites when it breaks down. In addition, as the Department transitions from roadside ash tree removal to removals on other off-road City-owned properties (e.g., parks, other facilities, etc.), a tracked loader with attachments such as a brush mower and grapple rake will be extremely useful. The replacement of this unit follows the Department's equipment replacement plan and is overdue as it relates to the 2018 Fleet Rightsizing and Replacement Study, which recommends a 10 to 12-year replacement cycle for this type of equipment.

Fleet Superintendent Zeller obtained quotes from dealers for four different brands of replacement compact track loaders and recommends the Caterpillar 259D3 from Fabick Cat. DPW staff test ran all four units quoted and found the Caterpillar 259D3 to be most user friendly. The Cat 259D3 is also the lowest price amongst the quotes received (see attached quote summary).

Fiscal Impact

There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 for this purchase as recommended. The 1999 ASV Positrack will be sold on Wisconsin Surplus Online Auction and the revenue will be deposited back into

the Department's Equipment Replacement Account.

Recommendation

A recommendation is forthcoming from the Public Works Committee on September 12, 2023.

Attachments:

2023 Compact Track Loader Proposal Summary (DOC)

Fabick Cat_City of Mequon 259D3 Proposal(DOC)

Fabick Cat_City of Mequon 259D3 Sales Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4071

A Resolution Approving the Purchase of a Replacement Compact Track Loader with Related Attachments from Fabick Cat, Milwaukee, Wisconsin in the Amount of \$89,750

RECITALS

A. The City of Mequon Department of Public Works' 2023 Equipment Replacement Program includes replacing compact track loader unit #365.

B. The Department of Public Works' Fleet Division solicited bids and/or quotes for complete compact track loader replacement with loader and attachments including pallet forks, grapple rake, and brush mower.

C. All of the bid proposals and quotes were reviewed by staff for compliance with requirements specified.

D. Adequate funds are available for the compact track loader and attachments in the Department of Public Works equipment replacement fund, Account # 410787-725012-10359.

F. The Committee on Public Works, at its meeting on September 12, 2023, approved staff's recommendations.

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

1. The Agreement for the Purchase of a Caterpillar 259D3 Compact Track Loader with attachments as proposed is approved and awarded to Fabick Cat, Milwaukee, Wisconsin for \$89,750, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Staff is authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 12, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 12, 2023.

Caroline Fochs, City Clerk

CITY OF MEQUON, WISCONSIN

PROPOSALS RECEIVED FOR: 2023 Compact Track Loader and AttachmentsDate of proposals: August 2023

ITEM/PROPOSER	Brooks Tractor, Inc., Milwaukee, WI	Bobcat Plus, Inc., Butler, WI	Miller-Bradford & Risberg, Inc., Sussex, WI	Fabick Cat Milwaukee, WI
MAKE	John Deere	Bobcat	Case	Caterpillar
MODEL	2023 John Deere 325G	2023 Bobcat T76 T4	2023 Case TV370B	2023 Caterpillar 259D3
QUOTE	\$99,700.00	\$94,917.00	\$92,500.00	\$89,750.00



www.fabickcat.com

August 2nd, 2023

Todd Zeller
City of Mequon
Mequon, WI

Dear Todd:

We are pleased to quote the following for your consideration:

(1) Caterpillar 259D3 Compact Track Loader.

The following factory and dealer options are included:

- * Cat C3.3B DIT 74hp
- * High Flow Hydraulics, 30gpm
- * ISO Pilot Control w/ 14-Pin Worktool Harness
- * Heavy-Duty Battery w/ Main Power Disconnect
- * Lights, LED
- * Enclosed Cab w/ Heat and A/C
- * Advanced LCD Display w/ Rearview Camera
- * On-Demand Cooling Fan
- * Hydraulic Quick Coupler
- * Cloth, Heated, Air-Suspension Seat
- * Door, Cab, Glass
- * Radio, AM/FM, Bluetooth
- * Engine Block Heater
- * External Counterweights
- * 15.7in Wide Bar-Style Tracks
- * Product Link, Cellular PL240
- * Caterpillar 80" Bucket
- * Warranty is Powertrain + Hydraulics + Tech for 60 months or 2,500hrs

Investment Opportunity: \$76,000.00

Additional Attachments:

48" Pallet Forks: \$1,100.00
72" Grapple Rake: \$4,950.00
BR318 Brush Mower: \$7,700.00

We believe the equipment as quoted will exceed your expectations. On behalf of Fabick Cat, thank you for the opportunity to quote Caterpillar machinery.

Sincerely,

Andy Wiemero
Territory Manager

Milwaukee
11200 West Silver Spring Rd.
Milwaukee, WI 53225-3118
414/461-9100 Tel
414/461-8899 Fax

Power Systems
11200 West Silver Spring Rd.
Milwaukee, WI 53225-3118
414/461-9100 Tel
414/615-2101 Fax

Madison
1111 Applegate Rd.
PO Box 259040
Madison WI 53725-9040
608/271-6200 Tel
608/271-1410 Fax

Eau Claire
7860 Partridge Rd.
PO Box 1088
Eau Claire, WI 54702-1088
715/874-5100 Tel
715/874-5182 Fax

Power Systems
7877 Partridge Rd. (Cty EE)
PO Box 1088
Eau Claire, WI 54702-1088
715/874-5100 Tel
715/874-5151 Fax

LaCrosse
1620 Carol Court
La Crosse, WI 54601-3056
608/783-4891 Tel
608/781-3222 fax

Superior
111 Moccasin Mike Rd.
Superior, WI 54880-4358
715/398-9696 Tel
715/398-9695 Fax

Green Bay
600 Hansen Rd.
PO Box 19976
Green Bay, WI 54307-9176
920/498-8000 Tel
920/499-4844 Fax

Power Systems
2700 South Broadway
PO Box 19976
Green Bay, WI 54307-9176
920/498-8000 Tel
920/499-0890 Fax

Wausau
9601 Christie Ln.
PO Box 350
Schofield, WI 54476-0350
715/359-6220 Tel
715/359-5550 Fax

Marquette
US Highway 41 West
PO Box 638
Marquette, MI 49855-0638
906/475-4191 Tel
906/475-4054 Fax

Attachment: Fabick Cat_City of Mequon 259D3 Proposal (RESOLUTION 4071 : 2023 Equipment Replacement - Compact Track Loader)



SALES AGREEMENT

DATE _____

3.b.c

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickr.com

PURCHASER	CITY OF MEQUON			
STREET ADDRESS	60W CITY HALL 11333 N CEDARBURG RD		<SAME>	
CITY/STATE	MEQUON, WI	COUNTY	OZAUKEE	
POSTAL CODE	53092-1930	PHONE NO.	262-242-3100	
CUSTOMER CONTACT:	EQUIPMENT	TODD ZELLER 414-333-9230 TZELLER@CI.MEQUON.WI.US		
	PRODUCT SUPPORT	TODD ZELLER 414-333-9230 TZELLER@CI.MEQUON.WI.US		
		F.O.B. AT: Mequon		

INDUSTRY CODE: GOVERNMENTAL LOCAL HC(205A)	PRINCIPAL WORK CODE: GOVERNMENT(1117)	
CUSTOMER NUMBER 1261035	Sales Tax Exemption # (if applicable) ES41440	CUSTOMER PO NUMBER
PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE ☒ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ ISC ☐ LEASE ☐		
Cash With Order \$0.00	Balance To Finance 0.00	
Contract Interest Rate 0.00	Payment Period	Payment Amount 0.00 Number Of Payments 0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR INC.	MODEL: 259D3 C3H3	YEAR: 2023	NEW ☒ USED ☐		
STOCK NUMBER: 23M02122	SERIAL NUMBER: 0CW928041	SMU: 3.3			
259D3 COMPACT TRACK LOADER	512-4259	CAB PACKAGE, ULTRA	588-9122	HEATER, ENGINE COOLANT, 120V	345-35
HYDRAULICS, PERFORMANCE, (H3)	512-4325	RUBBER BELT, 2 SPD, D/S IDLER	357-0230	COUNTERWEIGHT, MACHINE, EXTERNAL	345-51
CONTROL, ISO, PROP, WT	512-4115	TRACK, RUBBER, 400MM(15.7 IN)BAR	454-6049	PACK, DOMESTIC TRUCK	0P-021
LIGHTS, LED	495-1671	BATTERY, HD, DISCONNECT, 850 CCA	560-7824	LANE 3 ORDER	0P-900
ROPS, ENCLOSED WITH A/C (C3)	512-4345	REAR LIGHTS	356-6082	80" Bucket	279-53
DISPLAY, ADVANCED, LCD, CAMERA	416-9265	DOOR, CAB, POLYCARBONATE	539-8616	BR118 ID# 23W04823	610-26
FAN, COOLING, DEMAND	486-6956	SEAT BELT, 2"	542-6994	72" Grapple Rake ID#23W04926	286-93
QUICK COUPLER, HYDRAULIC	512-4052	PRODUCT LINK, CELLULAR PL641	573-8121	Pallet Forks	353-16
SEAT, AIR SUSPENSION, CLOTH, HEAT	536-9738	CERTIFICATION ARR, P65	563-1163		
FILM, TWO SPEED WITH HIGH FLOW	568-4702	INSTRUCTIONS, ANSI, USA	512-3765		
STANDARD RADIO(12V), BLUETOOTH	345-6180	SERIALIZED TECHNICAL MEDIA KIT	421-8926		

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	\$89,75
MODEL: _____	YEAR: _____ SN: _____	EXT WARRANTY	Incl
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SUB TOTAL	\$89,75
MODEL: _____	YEAR: _____ SN: _____	SALES TAX (0%)	\$
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	BALANCE DUE	\$89,75
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			

☒ CATERPILLAR EQUIPMENT WARRANTY	INITIAL /ds-init1/	Payment Terms and Conditions: Payment via Customer Check
The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		
Warranty applicable including expiration date where necessary: 24 Month or 2000 Hours, Premier		
259-60 M0/2500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)		

CSA:
NOTES:

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and sides including the applicable manufacture's warranty. In the event this machine is equipment with Product Link. I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and /or its dealers to better server me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, include but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY	Fabick	PURCHASER
Wiemero, Andrew		
REPRESENTATIVE	CITY OF MEQUON	

BY _____ SIGNATURE

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture, transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control. Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressed forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machine or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. Non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, or national origin, protected veteran status or disability.

INITIAL

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at _____

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

by _____
 (Title)

SIGNATURE

Attachment: Fabick Cat_City of Mequon 259D3 Sales Agreement (RESOLUTION 4071 : 2023 Equipment Replacement - Compact Track Loader)



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: September 12, 2023
SUBJECT: Public Works Work Plan (9.12.23)

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

Attachments:
2023 Work Plan (9.12.23) (PDF)

**Public Works Committee
2023 Work Plan (September 12, 2023)**

4.a.a

Month	Agenda Topics
September	- Resolution: Approving the Purchase of a Replacement Compact Track Loader and Related Attachments - Resolution: Approving SMA for a Bicycle and Pedestrian Planning Study with WisDOT
October	- 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 <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	- 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
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Attachment: 2023 Work Plan (9.12.23) (8759 : Public Works Work Plan (9.12.23))