



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, May 10, 2022

7:30 PM

Christine Nuernberg Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. April 12, 2022 Minutes
- 3) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 3953** A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer Service Area
 - b. **RESOLUTION 3954** A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed \$298,001
 - c. **RESOLUTION 3955** A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$63,294
 - d. **RESOLUTION 3956** A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount of \$587
- 4) Discussion Items
Discussion and Possible Action
 - a. Consideration of a Sanitary Sewer Refund Clause
- 5) Adjourn

Dated: May 10, 2022

/s/ Andrew Nerbun, Mayor

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 City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



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SEWER UTILITY DISTRICT COMMISSION

Tuesday, April 12, 2022

7:15 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Wirth Called the Meeting to Order at 7:47 PM

Present:

Commissioner Andrew Nerbun
Commissioner Glenn Bushee
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Robert Strzelczyk
Commissioner John Wirth

Also present were City Attorney Sajdak, City Administrator Jones, City Clerk Fochs, Director of Public Works/City Engineer Lundeen, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. March 8, 2022 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Hansher

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk, Wirth
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3) Resolutions

Action requested: review and recommend approval

Attachment: 04-12-2022 Mins_Sewer Utility District Commission (7328 : April 12, 2022 Minutes)

- a. **RESOLUTION 3946** A Resolution Authorizing a Waiver from Section 58-600(e) of the Mequon Municipal Code, Requiring Public Sanitary Sewer Service for the Property Located at 1310 Highland Road

RESULT: **Tabled [Unanimous]**
MOVED BY: Commissioner Schneider
SECONDED BY: Commissioner Parrish

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

- b. **RESOLUTION 3947** A Resolution Authorizing the Award of Six (6) Contracts for Various Sanitary Sewer Projects (Generator Purchase, Pumping System Design, Inspections and Lateral Locating Services) in the Aggregate Amount of \$339,683

Commissioner Schneider had a clarification question on Lift Station E that the City was not successful in finding a property for the new lift station and is there any possibility of using the same piece of property and building a new lift station or is it logistically not possible.

Director of Public Works/City Engineer Lundeen stated that the City does not own the property and only has an easement and it is physically impossible to take the existing lift station out of service, and would have to keep it in service during the construction of a new lift station which can't fit in the easement.

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Schneider
SECONDED BY: Commissioner Nerbun

AYES: Nerbun, Bushee, Gierl, Hansher, Parrish, Schneider, Strzelczyk, Wirth
RECUSED: Mayr

4) Adjourn

- a. Motion to Adjourn at 7:54 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Parrish
SECONDED BY: Commissioner Hansher

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk, Wirth

Respectfully Submitted,

Casey Deuster
 Administrative Assistant



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Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 29, 2022
SUBJECT: RESOLUTION 3953 A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer Service Area

Background

On March 21, 2022, the Planning Commission recommended that Parcel #140320400000 located at the northwest corner of County Line Road and Swan Road, be rezoned for 1-acre residential subdivision development with a sanitary sewer connection. This parcel is not currently in the City of Mequon Sanitary Sewer Service Area. The process to amend the Sanitary Sewer Service Area typically takes 6 to 9 months in coordination the Southeastern Wisconsin Regional Planning Commission (SEWRPC), the Milwaukee Metropolitan Sewerage District (MMSD) and the Wisconsin Department of Natural Resources (WDNR). See Exhibit A for a map of Mequon's Sanitary Sewer Service Area.

On April 12, a first reading of Ordinance 2022-1620 to rezone the 86-acre parcel located on the west side of Swan Road, in connection with a proposed 83-lot single-family residential development, was conducted (see Exhibit B).

Staff sent notification letters to adjacent property owners along Swan Road of the pending Sanitary Sewer Service Area amendment, and the property owners responded by contacting City staff. The property owners expressed an interest in potential connections, if sanitary sewer became available, as the vacant land is a currently farm field.

Analysis

In anticipation of the proposed development, Sewer Utility staff proactively studied the available sanitary sewer capacity of the transmission mains in Huntington Park, as well as the existing lift station. The study identified that improvements are required, which can be completed within the timeline for the Sewer Service Area amendment to be approved by the regulatory authorities. With those improvements in place, there is sufficient capacity to serve the proposed subdivision with public sanitary sewer infrastructure.

Staff transmitted a form to the adjacent property owners (see Exhibit C). This form requests that property owners indicate their preference to be in the Sanitary Sewer Service Area or not to be included in the current amendment. If a property owner requests in writing that they do not wish to be in the Sewer Service Area, it is easier to remove the property during the amendment process. On the other hand, the process would have to start over if another parcel was to be added after the initial application to SEWRPC. The process to amend the Sanitary Sewer Service Area typically takes 6 to 9 months and includes a public hearing. The public hearing allows for

adjacent property owners to indicate their preference to be included in the amendment or not, depending on the outcome of the easement alignment.

Fiscal Impact

Once the parcels are included in the Sanitary Sewer Service Area, then the City incurs capital charges by MMSD. In addition, customers connected to public infrastructure are subject to quarterly utility charges.

The improvements to address the capacity issues within the system will be completed utilizing Sewer Utility capital funds and would be required even if the development did not propose connection.

Recommendation

Staff recommends approval of the proposed boundary amendment, as well as authorization to request that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) assist and support the City in amending the Sanitary Sewer Service Area.

Attachments:

Exhibit A - Map (PDF)

Exhibit B - Ordinance 2022-1620 (PDF)

Exhibit C - Sanitary Tax Form (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3953

A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer
Service Area

RECITALS

A. The City of Mequon Sewer Utility District Commission has reviewed and recommended an amendment to the City of Mequon Sewer Service Area Plan for the Swan Field Farms 83 lot subdivision (86 acres) in Section 32, Range 21 East.

B. On May 10, 2022, the City of Mequon Common Council reviewed and accepted the Sewer Utility District Commission's recommendation regarding the amendment to the City of Mequon Sewer Service Area.

C. The attached map generally illustrates the recommended boundaries of this proposed Sanitary Sewer Service Area amendment.

D. The Milwaukee Metropolitan Sewerage District charges the City of Mequon Sewer Utility an annual capital charge based upon the assessed value for all of the property within the Sanitary Sewer Service Area.

E. The MMSD capital charges, along with capital charges for Mequon debt service, comprise the basis for the annual Mequon Sewer Tax district rate and charges.

F. The City of Mequon Sewer Utility District Commission seeks to add parcels into the Sanitary Sewer Service Area.

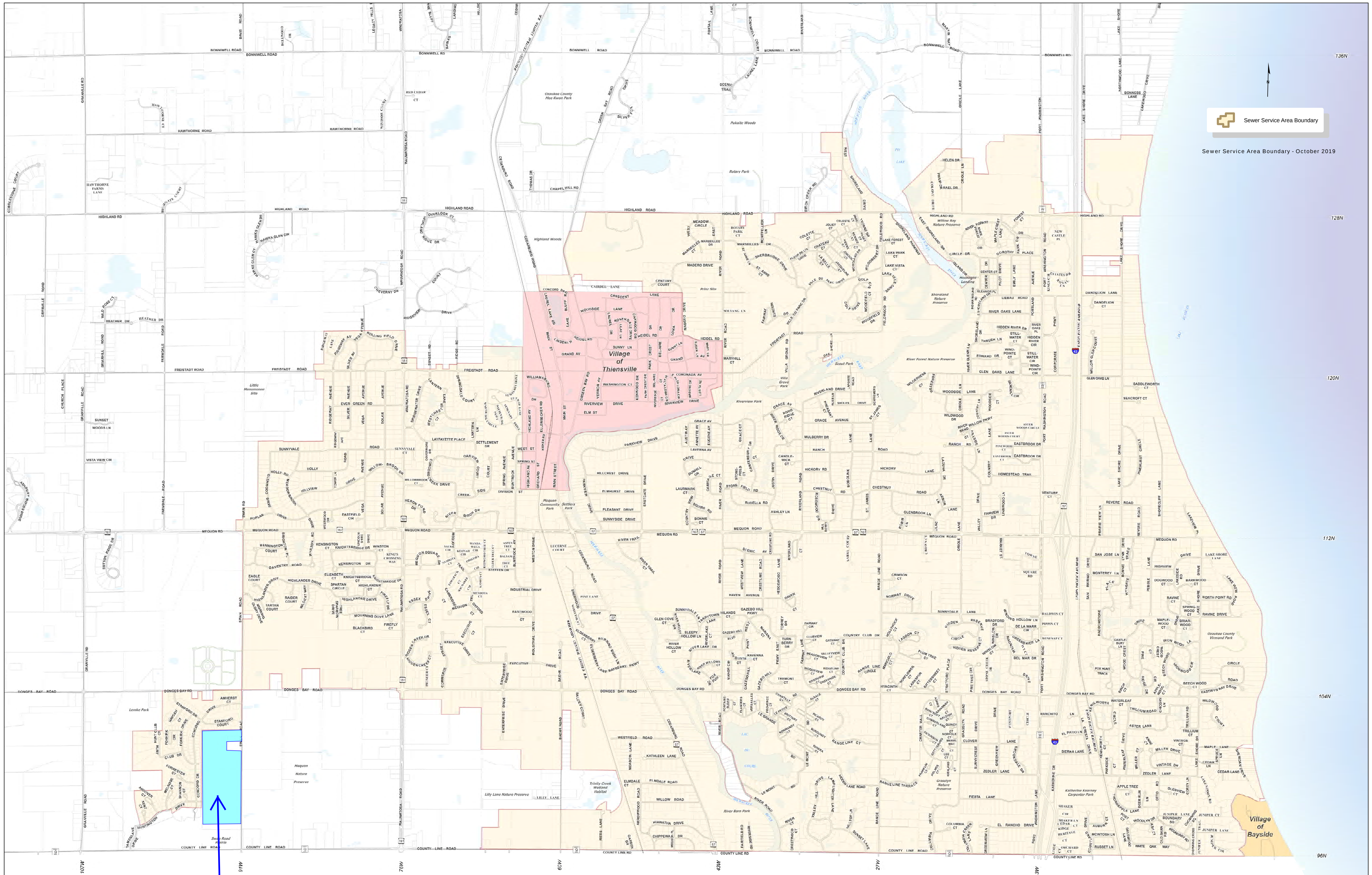
BASED ON THE FOREGOING RECITALS, IS IT RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the proposed addition to the City's Sanitary Sewer Service Area is approved, and that staff are authorized to seek the required recommendations and approvals from the Southeastern Wisconsin Regional Planning Commission (SEWRPC), the Milwaukee Metropolitan Sewerage District (MMSD) and the Wisconsin Department of Natural Resources (WDNR).

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk



SWAN FIELD FARMS PARCEL 140320400000 City of Mequon Sewer Service Area



11333 N. Cedarburg Road
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 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: April 12, 2022
SUBJECT: ORDINANCE 2022-1620 An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the 86-Acre Parcel Located on the West Side of Swan Road, North of County Line Road from R-1 (5-Acre) to R-3 (1-Acre) with a CGA (Central Growth Area) Overlay and Amend the City's Land Use Plan Map from Rural Residential to Residential 1-Acre, in Connection with an 83-Lot Single-Family Residential Development

Background

The applicant, Point Real Estate, is requesting rezoning, a land use plan amendment, and concept plan approval for an 83-lot conservation subdivision development on 86 acres of land on the property immediately south of and west of 10129 N. Swan Road. The applicant is seeking to rezone the parcel from R-1 (Single Family 5 Acre) to R-3 (Single Family 1-Acre) with a Central Growth Overlay. The developer's concept plan results in a density of one (1) dwelling unit per 1.02 acres. The cluster design plan proposes lots ranging from .50 - .71 acres in size (average is .53 acres) and is served by a public road. The zoning change will require an amendment to the Sewer Service Area.

Analysis

The concept plan complies with all the requirements of the CGA (Central Growth Overlay) Zoning District with lots ranging from $\frac{1}{2}$ to $\frac{3}{4}$ acre. There is one large lot at the far northeast corner of the parcel separated from the other lots in the development that is 1.68 acres in size. The proposed road network shows two connections to Huntington Park to the west. The plan shows a path connecting to the roadway at the east end of the subdivision in two locations.

The proposed concept plan shows that all of the existing wetlands are within the subdivision's common space. Staff is supportive of the efforts made by the developer to keep the wetland areas in the common open space. The plan does not show the required wetland setback. Based on the proximity of the wetlands to the proposed lots, it appears the wetland setback will be located in the common open space. Staff added as a condition of approval that the setback be shown on the preliminary plat and that it be located in the common open space. There are two small wetlands that are proposed to be filled as part of the project.

OPEN SPACES:

Based on calculations provided by the developer, the subdivision contains 35.6% open space which exceeds the 30% requirement of the Central Growth Overlay zone. The developer has

enhanced the open space areas by adding pockets of green space adjacent to the lots and by adding bike and pedestrian paths that link together at the proposed tot lot. The Central Growth Overlay dictates that the common open space meet the following criteria:

- Create large and contiguous areas that represent an integrated system with no one dedicated common space being less than 5,000 square feet
- Distribute common, open space throughout the development to serve and enhance all lots. Fragmented open space shall be minimized.
- Protect site features
- Connect to environmental features on adjacent sites. Long, thin strips shall be prohibited unless a conservation feature is linear and necessary to provide a green belt between lots or to provide connection with other natural features, amenities and adjacent developments.
- Maintain a perimeter, low-maintenance open space buffer with a minimum width of 30 feet. The required perimeter open space buffer does not exempt compliance with an increased rear yard setback required in the “Lot Dimension & Yard Requirements” chart.
- Include passive recreational amenities and designated areas for active recreational amenities. Amenities include, but are not limited to, features such as gardens, trail systems leading to destinations, sport courts, gathering and seating areas, children’s play equipment.

LOT LAYOUT AND SIZES:

Staff believes the proposed lot sizes are of reasonable size for a cluster design and meet the minimum requirements of the Central Growth Overlay. The district requires that 50% of the lots exceed .5 acres and all lots less than .5 acres have direct access to common open space. Of the 83 lots, only 3 lots are not adjacent to common open space. All of these lots are over the .5-acre minimum requirement. There are four cul-de-sacs evenly distributed throughout the site which will result in more desirable lots and add to the green space within the road system.

ACCESS and INTERCONNECTIVITY:

The proposed road system is shown to have two connections to Swan Road on the east and two connections to Huntington Park. While staff anticipates there may some objection to the connection by current Huntington Park residents, the existing road design contemplated expansion of the road network to this parcel. In addition, staff believes the two road connections will lessen the amount of traffic in Huntington Park overall.

The plan shows a public sidewalk along one side of the main north/south road in the development (Migratory Way), but it does not extend fully along the two east/west roads. The developer states that the road profile changes from an urban cross section to a rural cross section in order to transition into the Huntington Park subdivision, which has a rural cross section. Staff recommends that the transition between cross sections and the installation of sidewalk occur further to the west. The sidewalk along Huntington Drive shall extend to the open space adjacent to the subdivision and shall connect to the proposed path. The sidewalk along Tundra Drive shall be extended to the proposed community mailbox between lots 76 and 77.

Fiscal Impact

The developer states that home/lot packages will range from \$575,000 to \$900,000 with annual tax revenue between \$650,000 and \$1,027,000 at full build out.

Recommendation

The Planning Commission recommended approval by a vote of 5-0 on March 21, 2022

Attachments:

Exhibit A: Zoning Map (PDF)

Exhibit B: Concept Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1620

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the 86-Acre Parcel Located on the West Side of Swan Road, North of County Line Road from R-1 (5-Acre) to R-3 (1-Acre) with a CGA (Central Growth Area) Overlay and Amend the City's Land Use Plan Map from Rural Residential to Residential 1-Acre, in Connection with an 83-Lot Single-Family Residential Development

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statutes, the City of Mequon, is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote made a recommendation of approval on the 21st day of March 2022.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 10th day of May 2022.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

1. The City of Mequon Land Use Plan Map is hereby amended to designate the property illustrated in Exhibit A as "Residential 1-Acre".

2. The City of Mequon Zoning Map is hereby amended so as to change the zoning classification of the property illustrated in Exhibit B as R-3/CGA subject to the following conditions:

- a. Common Council approval of the rezoning.
- b. The concept plan shall only include 83 lots.
- c. The average lot width is 110 feet.
- d. All buildings shall maintain a minimum building setback of 30' from the interior public road right-of-way, a minimum 15' offset from an interior side yard, 30' offset from the corner side and 20' rear property lines. Lots that are adjacent to the existing subdivision shall have a 30' rear offset.
- e. The sidewalk along Huntington Drive shall extend to the open space adjacent to the subdivision and shall connect to the proposed path. The sidewalk along Tundra Drive shall be extended to the proposed

- community mailbox between lots 76 and 77.
- f. An open space plan is required prior to Preliminary Plat and shall address the following:
 - i. all common, open space land
 - ii. a required 6' asphalt bike and pedestrian path within the open space
 - iii. identification of all active and passive recreational features
 - iv. required entryway signage and landscaping
 - g. Pedestrian and bike paths and the necessary easements shall be required in accordance with the approved concept plan.
 - h. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.
 - i. All roads and bike paths connecting to adjacent sites shall be installed at the time of each associated phase of development.
 - j. The development shall comply with preliminary plat, development agreement, and final plat requirements.
 - k. There shall be a permanent open space buffer along the perimeter of this development as illustrated in the attached development concept plan and per Planning Commission action.
 - l. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.
 - m. Street trees are subject to the approval of the Tree Board and Planning Commission.
 - n. Street lighting, if proposed, is subject to the approval of the Planning staff.
 - o. Legal documents requiring the Homeowners Association maintenance of public sidewalk, bike trails within the common open space, wetland buffers and stormwater facilities.
 - p. Right-of-way dedication along Swan Road at the width of the ultimate right-of-way, subject to Common Council acceptance, as part of the preliminary plat.
 - q. Realignment of East Huntington Drive connection with Swan Road south to allow for a crosswalk from the subdivision sidewalk to the Mequon Nature Preserve parking lot.
 - r. The wetland delineation report with WDNR concurrence should be submitted with the preliminary plat application. The wetland boundaries and protective areas should be shown on the preliminary plat. If wetland fill is proposed, WDNR permitting shall be submitted at the time of preliminary plat.
 - s. The final civil plans shall provide a transition from curb and gutter to match the existing cross section in Huntington Park west of Cygnet Court on Huntington Drive and west of Cob Court on Tundra Drive.
 - t. An amendment to the City of Mequon Sewer Service Area to include the property. The conditions for connection require the sewer service area amendment be approved by the following:
 - i. the City of Mequon Sewer Utility District Commission,

- ii. the Milwaukee Metropolitan Sewerage District,
- iii. the Southeastern Regional Planning Commission, and the Wisconsin Department of Natural Resources.
- u. Connection to public water infrastructure.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Approved by: John Wirth, Mayor

Date Approved: April 12, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 12, 2022.

Caroline Fochs, City Clerk

Published: _____

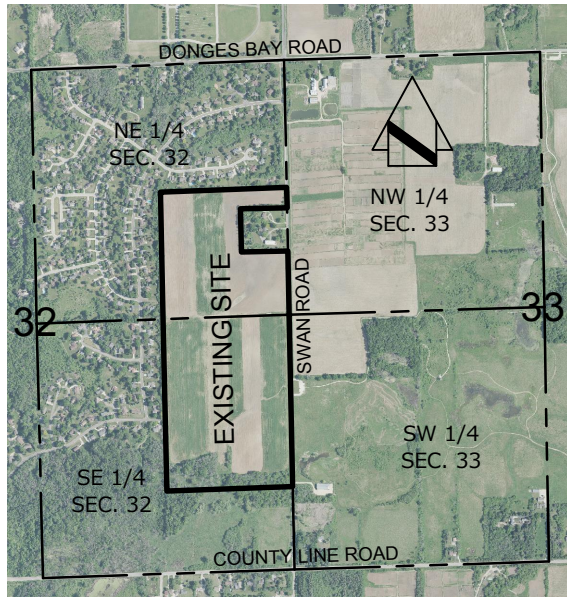
POINT REAL ESTATE

3.a.b





GRAPHICAL SCALE (FEET)
0 1" = 100' 200'



VICINITY MAP
SEC. 32 & 33, T9N, R21E
SCALE: 1" = 2000'



NOTES:

- Wetlands shown were delineated by Wetland & Waterway Consulting, LLC (assured delineator) on November 13, 2001.
- Flood Zone Classification: The property lies within Zone "X" per FEMA Flood Insurance Rate Map Community Panel No. 55089C0234F with an effective date of DECEMBER 4, 2007. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain (500yr).

APPLICANT/DEVELOPER:

MK/S-EP, LLC
ATTN: MIKE KAEREK
11600 W. LINCOLN AVE
WEST ALLIS, WI. 53227
(414) 321-5300

PROJECT ENGINEER/SURVEYOR:

PINNACLE ENGINEERING GROUP
ATTN: ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888

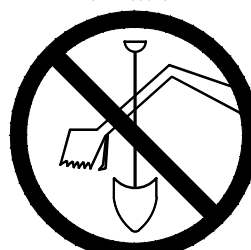
SITE DATA:

EXIST. LAND USE: RES 5 ACRE MINIMUM
PROP. LAND USE: RES 1-1.5 ACRES

EXIST. ZONING: R-1/OA, C-1/OA & C-2/OA
PROP. ZONING: R-3 WITH CENTRAL GROWTH AREA
OVERLAY DISTRICT. SOUTHERN WETLAND TO BE C-2

PROPERTY = 85.9± AC (WITHOUT 50' ROW
FOR SWAN ROAD)
PROP. 84 LOTS
PROP. 5,851 FEET OF ROAD
PROP. OUTLOTS 1-4 = 30.6 ACRES (35.6% OPEN SPACE)

LOT REQUIREMENTS:
MIN LOT AREA: 0.5 ACRES
MIN. 95' WIDE AT FRONT SETBACK
MIN. 110' WIDE AT FRONT SETBACK ON CORNER LOTS
MIN. FRONT/ALL STREET SETBACK: 30'
MIN. SIDE SETBACK: 15'
MIN. REAR SETBACK: 20'
OUTLOT BUFFER TO ALL EXTERIOR
PROPERTY BOUNDARY: 30'
MIN. 30% COMMON OPEN SPACE.
NO OPEN SPACE OUTLOT LESS THAN 5,000 SF

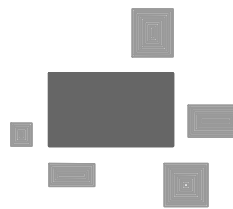


NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc., Etc.

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
SEE DIGGER HOTLINE FOR DETAILS
REQUIRES MIN. 3 WORK DAYS
NOTICE BEFORE YOU DIG
MILWAUKEE AREA 259-1181

SWAN RIDGE FARMS

PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUCKEE COUNTY, WISCONSIN



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
20725 WATERTOWN ROAD SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888

CHICAGO | MILWAUKEE | NATIONWIDE

CONCEPT PLAN

REVISIONS

REG. JOB No. 2105.00
REG. PM. ASZ
DATE 02/21/2022
SCALE 1"=100'

SHEET
1
OF
1

**CITY OF MEQUON
SEWER UTILITY TAX FORM
SANITARY SEWER SERVICE AREA
11333 N CEDARBURG ROAD
MEQUON, WI 53092**

**Return to Engineering Div.
at Mequon City Hall**

Eng. Div. Use Only

Tax Key No.:

ADDRESS: _____

OWNER ADDRESS: _____

Number	Street	City	State	Zip

CURRENT OWNER(S): _____

 First Name Last Name

Your property is eligible to be included in the Sanitary Sewer Service Area as part of an upcoming City of Mequon Sewer Utility District Commission (SUDC) and Common Council Resolution to include certain properties. The next steps are to confirm your preference to incur future charges and be added into the Mequon Sewer Tax District as part of the Sanitary Sewer Service Area amendment, or to remain outside of the Mequon Sewer Tax District and Sanitary Sewer Service Area. The subsequent steps include petitioning Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Milwaukee Metropolitan Sewer District (MMSD) to include your property in the Sanitary Sewer Service Area. Without being included in the Amendment, that would require use of a private system, such as a septic, mound or holding tank as the only reasonable or feasible means to service your lot.

Signature of Owner

Date _____

Phone #

Do you prefer to be included in the Sanitary Sewer Service Area?

YES The property owner prefers to be included in the Sanitary Sewer Service Area and incur the Sewer Utility Tax District charges.

- The property will incur the City of Mequon Sewer Tax District and any associated charges.
- The property would be eligible to connect to the sanitary sewer system when the septic or mound system or holding tank fails or is replaced. However, currently there may not be access to a public main.
- The property will be allowed to connect to the sanitary sewer system in the future.
- The property owner would need to pay future Mequon Sewer Tax District charges in addition to the cost to construct private plumbing and/or a building sewer lateral or private interceptor force main to the public sanitary sewer main.

NO The property owner would prefer to not be included in the Sanitary Sewer Service Area and not incur Sewer Utility Tax District charges.

- The property would remain outside of the Sanitary Sewer Service Area and not incur City Sewer Utility Tax District charges.
- The property will continue to use a private onsite wastewater treatment system.
- The property will not be allowed to connect to the sanitary sewer system in the future, without a sewer service area amendment. (A sewer service area amendment takes approximately 6 to 9 months and requires approvals by the City SUDC, MMSD, SEWRPC and WDNR).



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Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 28, 2022
SUBJECT: RESOLUTION 3954 A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed \$298,001

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas to rehabilitate laterals and reduce leaks and infiltration.

The sewer lateral work is part of the Private Property Inflow and Infiltration reduction program. In 2021, the Sewer Utility rejected bids that were over budget and awarded a contract to raSmith to prepare documents to re-bid the work into separate contracts. There are four separate contracts that include (1) grouting from mains, (2) locating laterals, (3) installation of external clean-outs; and (4) grouting from external clean-outs.

Analysis

The contract documents were advertised, and of the four pre-qualified contractors and 2 bids were received as summarized below and in Exhibit A, to grout 96 sanitary sewer laterals in the Riverdale Park Lift Station H & and Riverland Drive Lift Station F right-of-way areas:

Contractor	Amount
Visu-Sewer	\$270,910
National Power Rodding	\$446,925

Fiscal Impact

Funding is available to rehabilitate 96 laterals in the Riverdale Park Lift Station H and Riverland Drive Lift Station F right-of-way areas, plus a 10% contingency of \$27,091, in the Sewer PPI/I Account 610669-740006, that is reimbursable by MMSD. The itemized unit prices are shown in Exhibit B.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on May 10, 2022.

Attachments:

Exhibit A - Bid Summary (#3566-22-G1) (PDF)

Exhibit B - Bid Details (#3566-22-G1) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3954

A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed \$298,001

RECITALS

A. On August 26, 2021, the City of Mequon established a Funding Agreement in the amount of \$888,000 with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Riverland Drive Lift Station H and Riverdale Park Lift Station F Areas.

B. A number of capital improvement projects were identified as part of the FY2022 Sanitary Sewer Budget adopted by the Common Council on October 28, 2021.

C. On April 28, 2022, the City of Mequon Department of Public Works Engineering Division staff received and reviewed various bids from qualified contractors to rehabilitate 96 laterals with grouting from mains and manholes in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas.

D. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

E. Staff recommends that the Sewer Lateral Rehabilitation work to test and grout 96 laterals in the Riverdale Park Lift Station F and Riverland Drive Lift Station H right-of-way areas be awarded to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the amount of \$298,001.

F. The Sewer PPI/I Account 611669-740006 is a reimbursable account with a sufficient balance to fund this project.

G. The Sanitary Utility District Commission at its meeting on May 10, 2022, endorsed staff's recommendation.

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

1. The Agreement for Sewer Lateral Rehabilitation work to test and grout 96 laterals in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas, as let for bid, is approved and awarded to Visu-Sewer, Inc. of Pewaukee, Wisconsin, in an amount of \$298,001, 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: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: #3566-22-G1, Sanitary Sewer Lateral Rehabilitation, Grouting From Mains and Manholes in Riverland Drive LS H & Riverdale Park LS F Areas

BID OPENING:

4/28/2022

11:00 AM

DATE

TIME

BIDDER	City Pre-qual	MMSD Pre-qual	Addendum No 1	Bid Bond	TOTAL BASE BID	TOTAL ADDITIVE #1 BID	TOTAL
Visu-Sewer	x	x	x	x	\$206,410.00	\$64,500.00	\$270,910.00
National Power Rodding	x	x	x	x	\$380,175.00	\$66,750.00	\$446,925.00

Contract No. 3566-22-G1: Sanitary Sewer Lateral Rehabilitation, Grouting From Mains and Manholes in Riverland Drive LS H & Riverdale Park LS F Areas									
ITEM NUMBER	BASE BID ITEMS	UNIT	EST.	Visu-Sewer		National Power Rodding			
			QUANTITY						
1	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00		
2	Test and Grout Lateral from Mainline – First 15 feet	EA	72	\$1,650.00	\$118,800.00	\$1,800.00	\$129,600.00		
3	Test and Grout Lateral from Manhole – First 30 feet	EA	24	\$1,650.00	\$39,600.00	\$6,500.00	\$156,000.00		
4	Test and Grout Lateral from Mainline – Riser (Average Length 4 LF)	EA	3	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00		
5	Grout	GAL	2,005	\$12.00	\$24,060.00	\$15.00	\$30,075.00		
6	Lateral Warranty Testing – 1 Year Post Grouting (10% of Laterals Completed)	LS	1	\$14,000.00	\$14,000.00	\$35,000.00	\$35,000.00		
	Total Base Bid Items 1 through 6:				\$206,410.00		\$380,175.00		
ITEM NUMBER	ADDITIVE BID ITEMS	UNIT	EST.	Visu-Sewer		National Power Rodding			
			QUANTITY						
7	If Authorized, Obstruction Removal	EA	30	\$900.00	\$27,000.00	\$850.00	\$25,500.00		
8	If Authorized, 4-inch or 6-inch Dia. Lateral Spot Repair	LF	25	\$1,000.00	\$25,000.00	\$750.00	\$18,750.00		
9	If Authorized, Pavement Restoration	SY	50	\$150.00	\$7,500.00	\$150.00	\$7,500.00		
10	If Authorized, Shoulder Restoration	SY	50	\$50.00	\$2,500.00	\$150.00	\$7,500.00		
11	If Authorized, Lawn Restoration	SY	50	\$50.00	\$2,500.00	\$150.00	\$7,500.00		
	Total Additive Bid Items 7 through 11				\$64,500.00		\$66,750.00		

Attachment: Exhibit B - Bid Details (#3566-22-G1) (RESOLUTION 3954 : Sewer Lateral Work - Grouting from Mains)



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 26, 2022
SUBJECT: RESOLUTION 3955 A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$63,294

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work in the Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" areas to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the Private Property Inflow and Infiltration reduction program. In 2021, the Sewer Utility rejected bids that were over budget and awarded a contract to raSmith to prepare documents to re-bid the work into separate contracts. There are four separate contracts that include (1) grouting from mains, (2) locating laterals, (3) installation of external clean-outs; and (4) grouting from external clean-outs.

This month bids were received for the Rehabilitation and Grouting from Mains project and that contract is addressed in a separate item and staff memo. This work is eligible for reimbursement by the Milwaukee Metropolitan Sewerage District (MMSD) and requires full-time inspection.

Analysis

Staff requested proposals for construction inspection and administrative services for the Sanitary Sewer Lateral Rehabilitation work from numerous local consulting firms with construction inspection divisions and experience in sewer lateral work.

Due to the unique nature of the sewer rehabilitation work and other firms' staff being committed to other projects, only two firms responded to staff's request for proposals with qualified inspectors.

Consultant	Amount
Bloom	\$57,540
raSmith	\$75,600

Fiscal Impact

Funding is available for inspection of the lateral rehabilitation work in the Riverdale Park Lift Station H and Riverland Drive Lift Station F right-of-way areas, plus a 10% contingency of

\$5,754, in the Sewer PPI/I Account 610669-740006, that is reimbursable by MMSD. The inspection services will be on a time-and-materials basis. The inspection fees with the terms and conditions in Exhibit A.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on May 10, 2022.

Attachments:

Exhibit A - Authorize Task 6 for Bloom Inspection Services (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3955

A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$63,294

RECITALS

A. On August 26, 2021, the City of Mequon established a Funding Agreement in the amount of \$888,000 with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Riverland Drive Lift Station “H” and Riverdale Park Lift Station “F” Areas.

B. A number of sewer projects, including this sewer lateral work, were included as part of the FY2022 Sanitary Sewer budget adopted by the Common Council on October 28, 2021.

C. On March 24, 2022, the City of Mequon Department of Public Works Engineering Division staff received and reviewed multiple proposals from consulting firms with qualified staff to inspect the rehabilitation of laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

D. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

E. Construction inspection is necessary for sewer projects including the Sanitary Sewer Lateral Rehabilitation work, grouting from mains and manholes, in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

F. Staff recommends that the Inspection of the Sewer Lateral Rehabilitation work to test and grout laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” right-of-way areas be awarded to Bloom Companies, LLC in the amount of \$63,294.

G. The Sewer PPI/I Capital Fund, 610699-740006, is eligible for reimbursement from MMSD with sufficient balance to fund this project.

H. The Sewer Utility District Commission at its meeting on May 10, 2022, endorsed staff’s recommendations.

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

1. The contract for Sanitary Sewer Lateral Rehabilitation work, grouting from mains and manholes, in the Riverdale Park Lift Station F and Riverland Drive Lift Station H areas is awarded to Bloom Companies, LLC of Milwaukee, Wisconsin in an amount not-to-exceed \$63,294, 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: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk

Exhibit A - Authorize Task 6 for Bloom Inspection

Table 2 – Administration and Construction Inspection Services Fees

Task	Task Description - Sewer Lateral Work	Hours	Fee
1	Meetings (13) – Pre-con and bi-monthly meetings	26	\$2,600
2	Review of Submittals and RFIs per Contract Document	60	\$5,860
3	Construction Administrative Services (160hrs)	160	\$15,260
Sub-Total (Tasks 1-3) Construction Administrative Services		246	\$23,720
4	Inspect, Survey and Prepare Report of Sonde Locating of 180 Laterals (#3566-22-S) 25 days Authorized by Resolution 3947 (4/12/2022)	200	\$16,150
5	Inspect, Survey and Prepare Reports of Clean-out Installation on 100 Laterals (#3566-22-C) 65 days	520	\$41,610
6	Inspect and Prepare Reports of Testing and Grouting of 310 Laterals from Mains (#3566-22-G1) 90 days	720	\$57,540
7	Inspect and Prepare Reports of Grouting of 180 Laterals from Cleanouts (#3566-22-G2) 60 days	480	\$38,400
Sub-Total (Tasks 4-7) Construction Inspection Services		1920	\$153,700
8	Reporting Pre-Work and Post-Work Flow Data (12 months), IF AUTHORIZED		\$5,560
9	Reporting Pre-Work and Post-Work Flow Data, IF AUTHORIZED (up to 36 months for warranty period)		\$4,012
10	Update Lateral Records Post Implementation in GIS, IF AUTHORIZED		\$1,920
Sub-Total (Tasks 8-10) Post Implementation Reporting			\$11,492
11	Inspect Various Sewer Main and Building Sewer Lateral Work in the Right of Way (on call service Inspection for Site Development)	80	\$6,896
12	Inspect Various Sewer Main, Manhole and Building Sewer Lateral Work in the Right of Way (on call service Inspection for I-43 and STH 57 Utility Coordination)	80	\$6,896
Sub-Total (Tasks 11-12) Various On Call Inspections			\$13,792

Notes:

- Task 4: 25 days assumes up to 10 laterals located by contractor per day and surveyed each day, and allows time for reporting.
- Task 5: 65 days assumes hydroexcavating crew to open up 3 to 4 access points per day, and contractor to mobilize following excavations and install up to 2 clean-outs per day
- Task 6: 90 days assumes contractor grouting up to 4 laterals per day from main line launch.
- Task 7: 60 days assumes contractor grouting up to 3 laterals per day from clean-out launch.
- Survey format shall result in deliverable to City that can be accessible in AutoCAD and/or GIS.
- Consultant Services to inspect, survey and report shall be invoiced on a time and materials basis invoiced monthly.

Attachment: Exhibit A - Authorize Task 6 for Bloom Inspection Services (RESOLUTION 3955 : Inspection of Sewer Lateral Work - Grouting from

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (Bloom Project # BM1-3952) is entered into between City of Mequon (Client) and Bloom Companies, LLC (Bloom), with respect to the City of Mequon Project # 3566-22, Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains (the Project) and Client's requirement for certain professional services in connection with the Project (the Services) which Bloom is prepared to provide.

1. Bloom shall provide the Services described in the originally submitted proposal dated March 24, 2022.

2. Client shall pay Bloom on a Time and Expenses basis in accordance with Attachment A for all authorized tasks. The Client shall be responsible for providing Bloom with all relevant background information required to complete all tasks associated with the scope of work as described in the originally submitted proposal.

3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

4. Unless expressly provided for in any Attachments hereto, Bloom has no responsibility for the failure of any consultant, contractor, subcontractor, vendor, or other Project participant, not under contract to Bloom, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

5. In the event that all or any portion of the work prepared or partially prepared by Bloom is suspended, abandoned, or terminated, the Client shall pay Bloom all fees, charges, and expenses incurred to date of receipt of written notice of suspension or termination, unless such termination is the result of a breach of this Agreement by Bloom. Bloom reserves the right to withhold documents and information until fees for such services are paid in full.

6. Bloom cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. Bloom shall act only as an advisor in governmental relations. Such delays as caused by said occurrences, if not solely the result of Bloom's failure to meet submittal deadlines, may result in adjustments to said schedule and estimates/fees upon negotiation with, and agreement by, the Client.

7. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement.

8. All documents prepared by Bloom pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Bloom. Bloom shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the

Services shall remain the property of Bloom.

9. All electronic files transferred to the Client or his Designee by Bloom are provided solely for the convenience of the Client and are warranted only to the extent that they conform to the original document(s) produced by Bloom. All electronic files are transmitted in trust for the sole use of the Client and his Designee and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the Client. Any alterations to or tampering with the files shall constitute the agreement of the Client to release, defend and hold harmless Bloom from all claims and causes of action by said Client and third parties.

10. All design recommendations provided to the Client by Bloom will be based on information provided to Bloom prior to the final submission of the project documents. In the event that the information provided to Bloom is materially different than the actual conditions, Bloom cannot guarantee the design recommendation will be valid at the time of design, and Bloom shall not be held accountable for faulty, inaccurate, or incomplete designs.

11. Payment for invoices are due upon receipt, amounts outstanding after 30 days from the date of the invoice will be considered delinquent and subject to a service charge of 1½% compounded monthly. Invoices will usually be sent monthly for work performed the previous month. Client understands, and agrees to pay for all services rendered regardless of Client's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The Client shall provide Bloom with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoices submitted. Bloom reserves the right to immediately suspend work and/or terminate this agreement due to the lack of timely payment of uncontested invoices by the Client. The Client further agrees to pay Bloom any and all expenses incurred in recovering delinquent amounts due, including attorney's fees and court costs.

12. Both parties agree that all disputes, including but not limited to errors, liability, claims for service and fees, expenses, losses, etc., shall, at the sole and exclusive option of Bloom, be submitted for mediation. Any fees and/or expenses charged by the mediator shall be shared equally between Bloom and Client.

13. In the event the Client requests Bloom to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Bloom for review at least 15 days prior to the requested date of execution. Bloom shall not be required to execute any certificates or documents that in any way would, in Bloom's sole judgment, (a) increase Bloom's legal or

contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Bloom having to certify, guarantee or warrant the existence of conditions whose existence Bloom cannot ascertain.

14. The Services provided for in this Agreement are for the sole use and benefit of Client and Bloom. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Bloom.

15. Bloom shall maintain professional and general liability insurance affording protection against injury to persons or property and affording protection in amounts no less than \$1,000,000 per occurrence.

16. To the fullest extent permitted by law, Bloom's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of Bloom and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Bloom's negligence bears to the total negligence of Client, Bloom, and all other negligent entities and individuals.

17. To the fullest extent permitted by law, Bloom shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to

reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Bloom or Bloom's officers, directors, partners, employees, and consultants in the performance of Bloom's services under this Agreement.

18. To the fullest extent permitted by law, Client shall indemnify and hold harmless Bloom, Bloom's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.

19. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

IN WITNESS WHEREOF, Client and Bloom have executed this Agreement, effective as of _____.

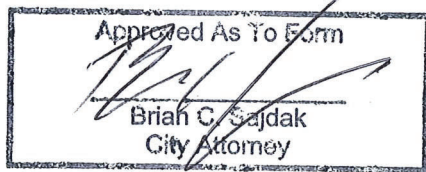
City of Mequon (Client)

Signature _____

Name _____

Title _____

Date _____



Bloom Companies, LLC, (Bloom)

Signature _____

Name _____

Title _____

Date _____

Mathew P Tharaniyil

President

04/22/2022

March 24, 2022

Kevin Driscoll, PE
Deputy Director of Utilities
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Re: Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains

Dear Mr. Driscoll,

Bloom Companies, LLC (Bloom) is pleased to submit the attached proposal to provide inspection services for the Various Work on Building Sewer Laterals and Sanitary Sewer Mains Projects.

Bloom understands that the objective of this project is to provide construction administration and inspection services on various sanitary sewer work, including building sewer laterals. Services will be performed on 4 separate phases including Riverland Drive Lift Stations "H" and "F", Sonde, and grouting. The work will be done at various locations throughout the City of Mequon.

Bloom's proposed Project Manager, Andrew Plier, has invaluable experience with a full range of civil engineering capabilities, holds NASSCO certifications, and has experience with trenchless rehabilitation planning, design, construction administration as well as inspection services of manholes, sanitary sewer mains, and building sewer laterals. Andrew Plier will be the primary contact for this project. His contact information is detailed below.

PRIMARY CONTACT

Andrew Plier, PE
10501 W. Research Drive Suite 100, Milwaukee, WI 53226
aplier@bloomcos.com
Office: (414) 292-4519

We are enthusiastic about the opportunity to assist the City of Mequon with these inspection services. Thank you for your consideration. Please contact me at (414) 292-4502 mtharaniyil@bloomcos.com or Andrew Plier at (414) 292-4519 aplier@bloomcos.com with any questions, or if you require any additional information.

Sincerely,
BLOOM COMPANIES, LLC



Mathew Tharaniyil, PE
President

CONTRACT NAME: CONTRACT NO:	SAMPLE DAILY REPORT Note: This report will be tailored to fit project informational needs. Additional reporting sheets will also be utilized and/or tailored as needed to properly track work progress. Bloom has several different daily report templates for this type of work.		REPORT DATE : REVISION NO: REVISION DATE: REPORT NO: 001	
TASK ORDER NO:	PROJECT NAME / LOCATION:			
PROJECT NUMBER:	PROJECT DESCRIPTION:			
PROJECT MANAGER:		PROJECT QC MANAGER:		
CONSTRUCTION MANAGER:		SITE SAFETY MANAGER:		
AM WEATHER;	PM WEATHER:	MAX TEMP:	MIN TEMP:	
SUMMARY OF WORK PERFORMED TODAY				
•				
HEALTH AND SAFETY REPORT				
SAFETY ACTIONS TAKEN TODAY/SAFETY INSPECTIONS CONDUCTED (Include Observations, Safety Violations, Corrective Instructions Given, Corrective Actions Taken, and Results of Safety Inspections Conducted): •				
OPERATIONS / PRODUCTION REPORT				
WORK FORCE (Include Contractor & All Subcontractors)				
Company/Position	Cumulative Hours Worked (From Previous Report)	Total Hours Worked Today	Total Work Hours From Start of Construction	
Total project hours worked to date:				
EQUIPMENT ON HAND				
Description of Equipment/Owner or Renter	Make/Model/Manufacturer	Equipment ID No	Inspection Performed By	
PLANNED UPCOMING WORK/SCHEDULE: •				
CHANGED CONDITIONS/DELAY/CONFLICTS ENCOUNTERED: (List any conflicts with the project [i.e., scope of work and/or drawings], delays to the project attributable to site and weather conditions, etc.): •				
VISITORS AND DISCUSSIONS: •				
QUALITY CONTROL REPORT				
MATERIALS DELIVERED TO JOB SITE				
Quantity/ Volume/ Weight	Description of Materials Received	Make/Model/Manufacturer	Material Lot Number	Inspection Performed By
Comments (acceptance status, inspection findings, etc.):				

INSPECTIONS PERFORMED						
Task/Activity Inspected	Inspection Performed			Findings		
TESTS PERFORMED						
Task/Activity Tested	Test Performed			Test Results (Pass/Fail) – Criteria		
REGULATORY COMPLIANCE REPORT						
PERMIT REQUIRED WORK/INSPECTIONS PERFORMED: •						
STAGING/STOCKPILE AREA INSPECTION						
Inspection Performed By:			Signature of Inspector:			
Accumulation / Stockpile Area Inspected:						
No of Containers:	No of Tanks		No of Roll-Off Boxes::		No. of Drums	
Comments:						
ATTACHMENTS						
LIST OF ATTACHMENTS: (examples, as applicable: submittals, meeting minutes, safety meeting minutes, COCs, weight tickets, manifests, profiles, rework item list, RFIs, DCNs, etc.): •						
NOTE: Write all entries legibly in ink. Line out all unused portions or designate as “not applicable”. Preparer signs first and last name on each completed daily report. This form may be filled out electronically and signed electronically.						
			PREPARER'S SIGNATURE		DATE	
PHOTOGRAPHS TAKEN THIS DATE: Today SUBJECT : Daily Work Activities			For project photos see the directory listed to the right on the project server		ENTER PHOTO LOG DIRECTORY	
PHOTO LOG NO.: NA						

Note: This report will be tailored to fit project informational needs. Additional reporting sheets will also be utilized and/or tailored as needed to properly track work progress. Bloom has several different daily report templates for this type of work



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

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: April 22, 2022
SUBJECT: RESOLUTION 3956 A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount of \$587

Background

On December 14, 2021, resolution 3980 was approved and a contract was awarded for the rehabilitation of 71 sanitary sewer manholes to National Power Rodding of Chicago, Illinois with a not-to-exceed authorization of \$61,408.

Analysis

During routine Manhole Inspections 71 manholes were identified with leaks. The contract was based upon unit pricing with estimated quantities. Payment is based upon actual quantities. Due to amount of grout required to stop active leaks, the project invoice was \$61,995 (see Exhibit A).

Fiscal Impact

The change order increases the previous authorization by \$587.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on May 10, 2022.

Attachments:

Exhibit A - Invoice for Change Order (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3956

A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract
Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount
of \$587

RECITALS

A. The Sanitary Utility District Commission at its meeting on December 14, 2021, approved a contract award to Rehabilitate Sanitary Sewer Manholes in various locations to National Power Rodding at a total cost of \$61,408, as the Capital Account 611610-740001 had sufficient balance to fund this project.

B. An additional \$587 beyond the authorized amount is required to complete the grouting work and stop the leaks, for a total contract amount of \$61,995.

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

1. The Agreement for Rehabilitation of Sanitary Sewer Manholes in various locations awarded to National Power Rodding of Chicago, Illinois is revised by \$587 for a total amount of \$61,995.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: May 10, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 10, 2022.

Caroline Fochs, City Clerk



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street • Chicago, IL 60612
(312) 666-7700 • Fax (312) 666-5810

3.d.a

INVOICE: 53187 Page: 1

Bill

To: CITY OF MEQUON
11333 N CEDARBURG RD 60W
MEQUON, WI 53092

Invoice Number 53187
Date 4/11/2022
Our Job No. MEQ001-1
Your Reference
Requisition No.
Release No.
Authority Kevin R. Driscoll
Terms Net 30 days
For Transactions To 4/1/2022

Item/Description	Quantity	Unit	Unit Price	Total Price
CHEMICAL GROUTING OF 71 MANHOLES CONTRACT 3501-21				
LOCATION: MEQUON, WI				
MH GROUTING W/ACRYLAMIDE UP TO 5 GAL	345.00	GA	100.00	34,500.00
MANHOLE GROUTING W/ACRYLAMIDE >5 GALLONS	833.00	GA	15.00	12,495.00
TRAFFIC CONTROL FOR MANHOLE GROUTING	1.00	LS	15,000.00	15,000.00

Subtotal: 61,995.00
Amount Paid: 0.00
Total: 61,995.00

Packet Pg. 36

Attachment: Exhibit A - Invoice for Change Order (RESOLUTION 3956 : Resolution to Increase Contract with National Power Rodding of



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Sewer Utility District Commission
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: May 10, 2022
SUBJECT: Consideration of a Sanitary Sewer Refund Clause

Background

Both the Sewer Utility and the Water Utility operate on a build and contribute basis. When a new development requires public infrastructure to serve the building, the applicant must construct that public infrastructure and dedicate it to the utility upon completion. The public infrastructure is installed at the sole cost of the applicant.

The Public Service Commission (PSC) requires the Mequon Water Utility to provide an option for a refund clause. As the Sewer Utility is not regulated by the PSC, there is no mandate to provide a refund clause. To date, refund clauses have not been offered to applicants for sanitary sewer public infrastructure.

The Mequon Water Utility accommodates refund clauses through the Water Services Agreement. The agreement specifies that for a period of 10 years post-dedication, any direct connections (laterals) made to the contributed portion of the public infrastructure will pay the refund amount to the contributor through to the Mequon Water Utility. The connection fee for the lateral is consistent, with the refund amount defined by the tariff as the Local Delivery Main Cost per Residential Equivalent Unit. With a refund clause, the contributor receives that fee and absent a refund clause, the Mequon Water Utility retains that portion of the connection fee. Please note that in the case of build and contribute, the Mequon Water Utility had no direct expense for the installation of the public infrastructure.

Please also note that the refund clause does not apply when a new connection requires contribution of public infrastructure. If a new connection requires a public main extension to serve the development, the connection fee for that new development is paid through the contribution of the public infrastructure. The applicant is not required to also pay a connection fee in addition to that cost.

The Mequon Water Utility includes language similar to this when including a refund clause in the Water Services Agreement:

Refund Provision. The Developer shall be entitled to a refund of a portion of its Contribution in Aid of Construction should additional customers connect to the main constructed in this project within a 10 year period commencing with the Title Transfer Date. For each customer connecting to the water main, the Water Utility agrees to pay the refund to the Developer no later than January 31st of the year following such connection even if such payment date is beyond the 10 year period from the Title Transfer Date. The refund will be calculated annually by the Water Utility on a Residential Equivalent Unit (REU) basis in accordance with the Water Utility Connection

Rules. A sample calculation of the refund provisions in place at the time of this agreement is attached as Exhibit B.

The Water Utility's obligation to pay the refund to the Developer shall survive the conveyance of the Water Service Facilities to the Water Utility and be enforceable by the Developer against the Water Utility for any additional customers connecting to the water main of the Water Service Facilities. The Developer shall provide an actual final receipt of its construction costs for the project to the Water Utility. The Utility will not refund more than the original contribution by the Developer in accordance with PSCW rules. The Developer's rights under the terms of this Agreement to receive a refund shall not be eliminated, nor shall the refund calculation be modified to the detriment of the Developer.

Analysis

Recently, a developer inquired as to whether the City would consider a refund clause for the Sewer Utility. The purpose of the discussion is to determine whether the Sewer Utility District Commission (SUDC) has an interest in considering a refund clause for the Sewer Utility.

Offering a refund clause for sanitary would provide equity between the two City utilities. It would potentially incentivize development that requires connection to construct the public infrastructure, rather than requesting a deferral or not connecting at all. It allows the developer to recapture a portion of its expense related to the public infrastructure requirement.

Fiscal Impact

The connection fees for the Sewer Utility are \$400 if there is no lateral to the property or \$600 if there is a lateral to the property. The connection fees have remained unchanged for more than 20 years. If the connection fees remain consistent, there is minimal impact on the Sewer Utility for the connection fee being paid to the contributor rather than to the Utility.

If a refund clause is considered, the SUDC will need to consider whether it should establish a different value for the refund, similar to that of the Water Utility. Staff anticipates that the \$400/\$600 connection fee is not sufficient to provide a worthwhile refund clause for the contributors. However, there should be equity in connection fees so that those connecting along a contributed main do not have a larger fiscal impact than those along an existing main. If the SUDC is interested in pursuing a refund clause, Staff will provide an analysis of connection fees. Please note that the connection fees are due for reevaluation regardless of the potential offering of a refund clause.

Recommendation

Staff requests an informal vote to determine whether a majority of the SUDC is interested in considering a refund clause. If there is no interest, Staff will reiterate to the developer who inquired that the Sewer Utility does not offer a refund clause. If there is interest, Staff will use the discussion to bring forward a number of options to consider for generating a refund clause policy.