



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

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, September 10, 2024

6:30 PM

South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. August 14, 2024 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4141** A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900

b. **RESOLUTION 4140** A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges Bay Roads

c. **RESOLUTION 4139** A Resolution Amending Resolution No. 4026 Approving a State/Municipal Financial Agreement and Authorizing a State/Municipal Maintenance Agreement with the Wisconsin Department of Transportation, in Connection with the Installation of a Sidewalk on Mequon Road Between Wauwatosa and Swan Roads

4) Discussion and Possible Action

a. Public Works Work Plan (9.10.24)

5) Adjourn

Dated: September 10, 2024

/s/ Jeffrey Hansher, Chair

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

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

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



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Public Works Department

PUBLIC WORKS COMMITTEE

Wednesday, August 14, 2024

5:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 5:30 PM.

Present:

Chair Jeffrey Hansher
Alderman Kelly Tolocko
Alderman Peter Bratt

Also present: Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, Assistant City Engineer McCraw, Director of Community Development Tollefson (5:30 PM-5:49 PM), City Attorney Sajdak (5:30 PM-5:59 PM), Administrative Assistant Schlereth, Timothy & Gretchen Stanford (5253 W. Westfield Rd.).

2) Approval of Minutes

a. July 9th, 2024

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

AYES: Hansher, Tolocko, Bratt

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4136** A Resolution Authorizing a Contract Amendment for the Development of Streetscape Construction Plans on Port Washington Road between Zedler Lane and Mequon Road with Harwood Engineering Consultants, Ltd., Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$88,200

Attachment: 8-14-24 (9667 : August 14, 2024 Minutes)

Staff advised that the final plan is expected to be presented to Common Council for final approval in November.

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

AYES: Hansher, Tolocko, Bratt

4) Discussion and Possible Action

- a. **ORDINANCE 2024-1667** An Ordinance Amending Chapter 58 of the Mequon Municipal Code Relating to WDNR MS4 Stormwater Permit Conditions

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

AYES: Hansher, Tolocko, Bratt

- b. Invoice Waiver Request - Bill 8201

Timothy and Gretchen Stanford missed the July Public Works Committee meeting and requested to speak at the August meeting.

Mr. Stanford stated he didn't understand why his wife was responsible for the street sign that was hit and was frustrated that he was unable to find the City's policy in writing.

City Attorney Sajdak clarified that the City follows standard practice to not determine fault as it relates to who is billed for property damage. The vehicle that hit the property is the one that the City bills for the damage.

The City Attorney stated that although it is not in writing the City does have a policy that is followed.

City Attorney Sajdak advised that if the Committee wished to reverse the action that was taken at the July meeting first a motion to reconsider the action would need to be made and passed.

The committee upheld the July motion to deny.

- c. Public Works Work Plan (8.14.24)

Attachment: 8-14-24 (9667 : August 14, 2024 Minutes)

5) Adjourn

- a. Motion to Adjourn at 6:01 PM

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

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 8-14-24 (9667 : August 14, 2024 Minutes)



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Office of Engineering

TO: Public Works Committee
FROM: Cole McCraw, Assistant City Engineer
DATE: September 10, 2024
SUBJECT: RESOLUTION 4141 A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900

Background

County Line Road is a multi-jurisdictional road that the City has worked with other jurisdictions to reconstruct over several years. County Line Road, by surface condition rating and resident inputs, is one of the most deteriorated roads in the City. The City of Mequon and the Village of Brown Deer share the section of County Line Road between North 52nd Street in Brown Deer (west of the Ozaukee Interurban Trail) to North Green Bay Road/North Cedarburg Road.

The City solicited and interviewed consultants for the project design and selected Viebicher for award based on qualifications and cost. In November 2023, the City approved a Memorandum of Understanding (MOU) between the City and the Village of Brown Deer agreeing to split the design costs for the project as part of Resolution 4091. The total design cost was \$33,600 with \$19,250 being the City's responsibility as defined by the MOU.

The project was bid for construction in April 2024. All-Ways was awarded the construction contract in May 2024 with Resolution 4120, which included a second MOU with Brown Deer for the construction cost share. The Mequon share of the construction cost is \$445,000.

Analysis

Construction layout, or construction staking, is sometimes included in the initial design contract. In this case, this item was excluded from the design contract so that the contractor's staking needs could be known prior to the construction layout consultant preparing their scope. Vierbicher will also provide assistance in reviewing technical material submittals based on the design specifications they prepared.

To memorialize the cost share between the City and Village, staff recommends amending the design MOU approved with Resolution 4091. The total cost for construction layout and submittal review services is \$23,800. The cost is proposed to be equally shared with \$11,900 being contributed by the City.

Fiscal Impact

County Line Road was included in the 5-Year plan for reconstruction in 2024. At this time, staff is requesting approval of the amended MOU.

The City and the Village will evenly share the construction layout costs. The City will contribute an additional \$11,900 as part of the amended MOU agreement.

Adequate funds for this work are available in the Right-of-Way Assets Capital Account.

Recommendation

A recommendation is forthcoming from the Public Works Committee on September 10, 2024.

Attachments:

AMENDED_FINAL MOU - W. COUNTY LINE ROAD_RR Tracks to STH 57 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4141

A Resolution Approving an Amended Memorandum of Understanding Between the City of Mequon and the Village of Brown Deer, Authorizing the Inclusion of Construction Layout Services for a Joint County Line Road Improvement Project to Increase the Total Cost in the Amount of \$11,900

RECITALS

A. The City of Mequon approved award of the 2024 Road Improvements County Line Road design contract in November 2023 to Vierbicher Associates, Inc. through a Memorandum of Understanding with the Village of Brown Deer.

B. Construction layout is needed for the County Line Road construction improvements.

C. Staff has determined that adequate funds are available to accomplish the work from Capital Project Account - 410780-469001-10001 (Right-of-Way Assets), and on that basis has made a recommendation to the Public Works Committee.

D. Through the amended Memorandum of Understanding, the City of Mequon will pay the share described in the document, including the added \$11,900 for construction layout and submittal review services.

E. The Committee on Public Works at its meeting on September 10, 2024, approved staff's recommendation.

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

1. Staff is authorized to enter into the revised Memorandum of Understanding with the Village of Brown Deer in the form attached hereto, 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 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk



MEMORANDUM OF UNDERSTANDING



(MOU)

COUNTY LINE ROAD RECONSTRUCTION DESIGN VILLAGE OF BROWN DEER/CITY OF MEQUON MULTI-JURISDICTIONAL PROJECT **Amendment No. 1**

WHEREAS, this Memorandum of Understanding (MOU) is entered into by and between the Village of Brown Deer (Village) and the City of Mequon (City) and this MOU sets forth roles, responsibilities, and financial obligations for each listed party for the design of a road reconstruction project on W. County Line Road from the railroad tracks east of N. 52nd street/Garden Drive to N. Green Bay Road/N. Cedarburg Road/STH 57, within the Village of Brown Deer's maintenance jurisdiction.

WHEREAS, the existing roadway was constructed in 1962 and has been resurfaced and maintained and is currently in very poor condition.

WHEREAS, the Village and City have budgeted funds for the improvements of County Line Road with design scheduled to be completed in April 2024 to advance to the construction contract bidding process, scheduled for let in spring of 2024 with the construction in the summer/fall of 2024.

WHEREAS, the Village authorized Task 1 to expedite the survey task due to weather constraints and the City agrees to incorporate the work and financing of Task 1 into the overall contract.

WHEREAS, the Village and City agree to commit to a second MOU to address the cost of construction once the design work is complete and both municipalities understand the cost implications of construction.

WHEREAS, upon completion of the construction of this project, the Village of Brown Deer shall resume maintenance responsibility for this portion of roadway.

NOW, THEREFORE, BE IT RESOLVED that the Village and City share jurisdiction of the road and therefore outline the participation in the improvements as herein described.

Project Description

Design services for the survey, design, preparation of bid documents, and **construction layout** associated with the reconstruction of W. County Line Road from the RR tracks east to N. Cedarburg Road/N. Green Bay Road/STH 57. The project will be locally let, and preparation of plans and specifications will follow the Village of Brown Deer's and City of Mequon's standards. The roadway is under the Village's maintenance jurisdiction and is a boundary road between the Village of Brown Deer and the City of Mequon. The road will be reconstructed via pulverize and overlay to a maximum total pavement width of 30 feet or to a lesser width as mutually agreed upon between both the Village and City. The Village will consider the installation of pedestrian facilities on the south side of the roadway.

Financial Obligations

Generally, the cost of the design will be distributed evenly as a 50%/50% split between the Village and the City, respectively. The exception to the cost share relates to the City's desire to complete a drainage analysis for the subdivision to the north of County Line. The cost of the analysis in Task 7 is requested by the City and will be the City's responsibility, as described in the following table:

Task	Description	Cost				
		Total	Village		City	
			\$	%	\$	%
Task 1	Survey	\$6,000	\$3,000	50	\$3,000	50
Task 2	Plan Design	\$7,500	\$3,750	50	\$3,750	50
Task 3	Preparation of Plans & Specifications	\$6,500	\$3,250	50	\$3,250	50
Task 4	Agency Approvals & Utility Coordination	\$3,500	\$1,750	50	\$1,750	50
Task 5	Bidding Assistance	\$2,400	\$1,200	50	\$1,200	50
Task 6	Design Meetings	\$2,800	\$1,400	50	\$1,400	50
Task 7	Drainage Evaluation	\$4,900	\$0	0	\$4,900	100
Amendment No. 1	Construction Layout (staking) & Submittal Review Services	\$23,800	\$11,900	50	\$11,900	50
TOTAL		\$33,600	\$14,350		\$19,250	
Amended Total		\$57,400	\$26,250		\$31,150	

Roles, Obligations and Agreements

A. Village

1. As this section of roadway is under the Village's maintenance jurisdiction, the Village will administer, manage, and coordinate the consultant contract for the design work **and construction administrative services (i.e. layout/staking and submittal reviews)**.
2. The Village will coordinate construction bid documents, including publication notices, prequalification statements and receipt of bids.

B. City

1. The City will ensure design adherence to City standards for construction.

C. Both Parties

1. The design consultant will bill each municipality directly, in accordance to the MOU.
2. The Village and the City agree to jointly collaborate on notifying affected landowners and businesses on and adjacent to County Line Road.
3. The Village and the City will mutually agree on the final project design and specifications.

Terms and Conditions:

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State and local regulations.
2. The Village of Brown Deer and the City of Mequon will individually pay such project costs as outlined above to the design engineer.
3. If either municipality should withdraw from the project, it will pay the design engineer in full for its share of the costs incurred as of the date of the withdrawal.
4. The respective municipalities will incur at their own expense:
 - a. Assume general responsibility of all public information to its residents.

This MOU is subject to the terms and conditions included herein and is executed by the undersigned under proper authority to execute such an agreement for the Village of Brown Deer and City of Mequon upon acceptance by the Village and City shall constitute agreement between the two municipalities.

Signed for and on behalf of the City of Mequon:

_____ Signature	_____ Title	_____ Date
_____ Name		

Signed for and on behalf of the Village of Brown Deer:

_____ Signature	_____ Title	_____ Date
_____ Name		



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: September 10, 2024
SUBJECT: RESOLUTION 4140 A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges Bay Roads

Background

The Wisconsin Department of Transportation (WisDOT) is designing a project to reconstruct Wauwatosa Road (STH 181) between County Line Road and Mequon Road. Included in that project is the completion and continuation of the sidewalk between Donges Bay Road and Mequon Road, along the west side of the road only.

The resolution before the Common Council proposes the following:

- Authorizes execution of a State/Municipal Financial Agreement (SMFA) for the installation of sidewalk with a local share obligation of \$22,500.
- Authorizes execution of a State/Municipal Maintenance Agreement (SMMA) for the sidewalk and memorializes maintenance requirements of the City's public infrastructure within the state right-of-way.

Analysis

Development along the west side of Wauwatosa Road initiated the construction of a sidewalk. The City has not budgeted for the continuation or completion of the sidewalk as a part of the Road Program. The intent is to connect the off-road path on the south side of Mequon Road with the Mequon Road sidewalk/Town Center. By executing the SMFA, the City authorizes WisDOT to install sidewalk as a part of the road project. The local share obligation is \$22,500.

Associated with the installation of sidewalk is the accompanying SMMA for the maintenance of the sidewalk. Please note that the maintenance of the sidewalk associated with the new subdivisions are operated and maintained by the HOAs. While WisDOT does not distinguish maintenance responsibility, the City will only maintain the sidewalk outside of the existing Development Agreements. In addition, the SMMA memorializes the City's responsibility to maintain infrastructure related to the subdivision's roadways, such as the retaining wall at The Enclave.

Fiscal Impact

The project is tentatively scheduled for State Fiscal Year 2027-2028. The resolution authorizes the expense sourced from the City's Right-of-Way Asset Management Capital Account. Fiscal Year 2024 is Year 3 of a 3-year borrowing. Depending on the construction year, this authorization will likely occur in conjunction with a future borrowing.

The additional sidewalk and associated SMMA will add additional staff hours for snow removal and mowing, as well as wear and tear on equipment. Aside from the increased fuel usage for the associated equipment and future maintenance/replacement of the sidewalk, there is no direct fiscal impact for the maintenance.

Recommendation

A recommendation is forthcoming by the Public Works Committee on September 10, 2024.

Attachments:

State/Municipal Financial Agreement (Wauwatosa Road Sidewalk)(PDF)

State/Municipal Maintenance Agreement (Wauwatosa Road) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4140

A Resolution Approving State/Municipal Agreement(s) with the Wisconsin Department of
Transportation for Installation of a Sidewalk on Wauwatosa Road, Between Mequon and Donges
Bay Roads

RECITALS

A. The Wisconsin Department of Transportation (WisDOT) is planning to reconstruct Wauwatosa Road from County Line Road to Mequon Road.

B. WisDOT will include the installation of new sidewalk on the west side of Wauwatosa Road from Donges Bay Road to Mequon Road at an estimated financial obligation of \$22,500.

C. All approved expenditures will be funded by the City's Right-of-Way Asset Management Capital Account.

D. The Public Works Committee recommended the resolution at the September 10, 2024, meeting.

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

1. The State/Municipal Agreements with the Wisconsin Department of Transportation, 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 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk



STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

Date: August 21, 2024
 I.D.: 2729-07-00/20/70
 Road Name: Wauwatosa Road
 Title: C MEQUON, WAUWATOSA ROAD
 Limits: COUNTY LINE ROAD TO MEQUON ROAD
 County: Ozaukee
 Roadway Length: 2.12 miles

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 170,000	\$ 170,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	\$ 11,590,000	\$ 11,590,000	100%	\$ -	0%
Sidewalk	\$ 175,000	\$ 157,500	90%	\$ 17,500	10%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 12,640,000	\$ 12,617,500		\$ 22,500	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement. and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State.
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for new sidewalk, 90% State 10% Municipality.
 - (f) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: August 12, 2024

ID: 2729-07-70

Road Name: STH 181

Limits: County Line Rd to Mequon Rd

County: Ozaukee

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 2729-07-70

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

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

Name (print)

Title

Signature

Date

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

Name Brian Roper

Title WisDOT SE Region Maintenance Chief

Signature

Date

Attachment: State/Municipal Maintenance Agreement (Wauwatosa Road) (RESOLUTION 4140 : Wauwatosa Rd (2729-07-00) SMAs)

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections: County Line Road, Donges Bay Road, Mequon Road
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Drainage elements including curb and gutter, stormwater inlets, and storm sewer as well as street sweeping.
 - (d) Permitting authority of utilities and access control on all State Trunk, US, and Interstate Highways.
 - (e) Mowing of the following specified limits.
 1. STH 181 (County Line Road to Knights Bridge Dr.)
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain sidewalks, pedestrian refuge islands and landscaping features, refer to attachment A.
 - (b) Remove snow and ice from sidewalks, and pedestrian refuge islands.
 - (c) Maintain clear right-of-way of all encroachments.
 - (d) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings. The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)).
 - (e) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.). The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)).
 - (f) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Retaining Walls: Located in NW quadrant at Mourning Dove Lane. Damages to walls caused by normal plowing operations or vehicle crashes shall be repaired or removed by the Municipality within 48 hrs.
 2. Grass: mowing, weed control, litter removal where landscaping was approved by permit, refer to Attachment B., from Knights Bridge Dr. to Mequon Rd. Note that the in Highway Right of Way Permit extends to N. Port Washington Road, beyond the limits of this improvement project.
 3. Landscaping: removal and replacement of dead plant material, pruning, watering; as permitted within the defined limits in the Work in Highway Right of Way Permit (Attachment B).
 4. Other: Utilities; Sanitary sewer and water.

4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
7. Upon completion of construction project, 2729-07-70, the Municipality will assume all afore mentioned maintenance responsibilities.





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

www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: September 10, 2024
SUBJECT: RESOLUTION 4139 A Resolution Amending Resolution No. 4026
Approving a State/Municipal Financial Agreement and Authorizing a
State/Municipal Maintenance Agreement with the Wisconsin Department of
Transportation, in Connection with the Installation of a Sidewalk on Mequon
Road Between Wauwatosa and Swan Roads

Background

In March 2023, the City approved a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT) to add sidewalk on the north side of Mequon Road from Swan Road to Wauwatosa Road. The associated State/Municipal Maintenance Agreement (SMMA) was not approved pending removal of language obligating the City to maintenance outside of the sidewalk.

The amended resolution before the Common Council for approval proposes the following:

- Amend the previously authorized SMFA based upon updated project costs.
- Authorize execution of the SMMA.

Analysis

While the terms and conditions of the original SMFA were approved by the Common Council and executed by the Mayor, it was not fully executed by WisDOT, pending agreement to the terms of the SMMA. Since that March 2023 approval, the local share of financial obligation of \$179,600 increased to \$266,000. While there is no detailed cost estimate included with the SMFA, WisDOT staff indicated that the increase was “due to funding estimate updating”. As the increase in contract cost exceeds \$25,000, the amended contract value requires Common Council approval.

WisDOT further evaluated the City Engineer’s input regarding the terms and conditions of the SMMA. Ultimately WisDOT determined that the storm sewer including curb and gutter only serve the State Trunk Highway, and therefore the City should not be obligated to maintain those facilities. The redrafted agreement only obligates the City to maintain the sidewalk and crosswalks, as is standard for those facilities on State Trunk Highways.

Fiscal Impact

Resolution 4026 authorized the expenditure sourced from the City’s Right-of-Way Asset Management Capital Account. Fiscal Year 2024 is Year 3 of a 3-year borrowing. The project is scheduled for the State Fiscal Year of 2025. Therefore, the impact of the project would be incorporated into the next Road Program borrowing.

The additional sidewalk and associated SMMA will add additional staff hours for snow removal and mowing, as well as wear and tear on equipment. Aside from the increased fuel usage for the associated equipment and future maintenance/replacement of the sidewalk, there is no direct fiscal impact for the maintenance.

Recommendation

A recommendation is forthcoming from the Public Works Committee on September 10, 2024.

Attachments:

STH167 (Mequon Road) Sidewalk Revised SMFA (PDF)

STH 167 (Mequon Road) Sidewalk SMMA (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4139

A Resolution Amending Resolution No. 4026 Approving a State/Municipal Financial Agreement and Authorizing a State/Municipal Maintenance Agreement with the Wisconsin Department of Transportation, in Connection with the Installation of a Sidewalk on Mequon Road Between Wauwatosa and Swan Roads

RECITALS

A. The Common Council approved Resolution 4026 approving a State/Municipal Agreement with the Wisconsin Department of Transportation (WisDOT) for installation of a Sidewalk on Mequon Road West of Wauwatosa Road to Swan Road.

B. The authorization was for the installation of new sidewalk on the north side of Mequon Road from Swan Road to Wauwatosa Road at an estimated financial obligation of \$179,600.

C. WisDOT provided an amended funding agreement with a modified local share obligation of \$266,000.

D. WisDOT also issued a State/Municipal Maintenance Agreement related to the new sidewalk.

E. The Public Works Committee recommended the resolution at the September 10, 2024, meeting.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that Resolution 4026 is hereby amended to authorize staff to enter into the attached State/Municipal Funding and Maintenance Agreements for sidewalk, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney. All other terms of Resolution 4026 remain in effect.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 10, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 10, 2024.

Caroline Fochs, City Clerk



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: August 19, 2024
 I.D.:1380-02-00/21/70
 Road Name: STH 167
 Title: MEQUON ROAD, CITY OF MEQUON
 Limits: WASHINGTON CO LINE TO BUNTROCK AVE
 County: Ozaukee
 Roadway Length: 3.74 miles

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). pavement markings at Whilton Rd/Meadowbrook Dr, Lincolnshire Dr/Vega Ave & Mequon Trail/Concord Creek.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 760,000	\$ 760,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 45,000	\$ 45,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	\$ 3,556,000	\$ 3,556,000	100%	\$ -	0%
new sidewalk	\$ 290,000	\$ 29,000	10%	\$ 261,000	90%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 4,656,000	\$ 4,390,000		\$ 266,000	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement. and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the

State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for new sidewalk, 10% State 90% Municipality.
 - (f) Funding for non-participating items including pavement markings at Whilton Rd/Meadowbrook Dr, Lincolnshire Dr/Vega Ave & Mequon Trail/Concord Creek; 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

 STATE/MUNICIPAL MAINTENANCE AGREEMENT	Date: August 12, 2024 ID: 1380-02-70/71 Road Name: STH 167 (Mequon Rd) Limits: Washington County Line to Buntrock Avenue County: Ozaukee
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The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 1380-20-70/71

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 1380-02-70/71. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of Mequon (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature	Date

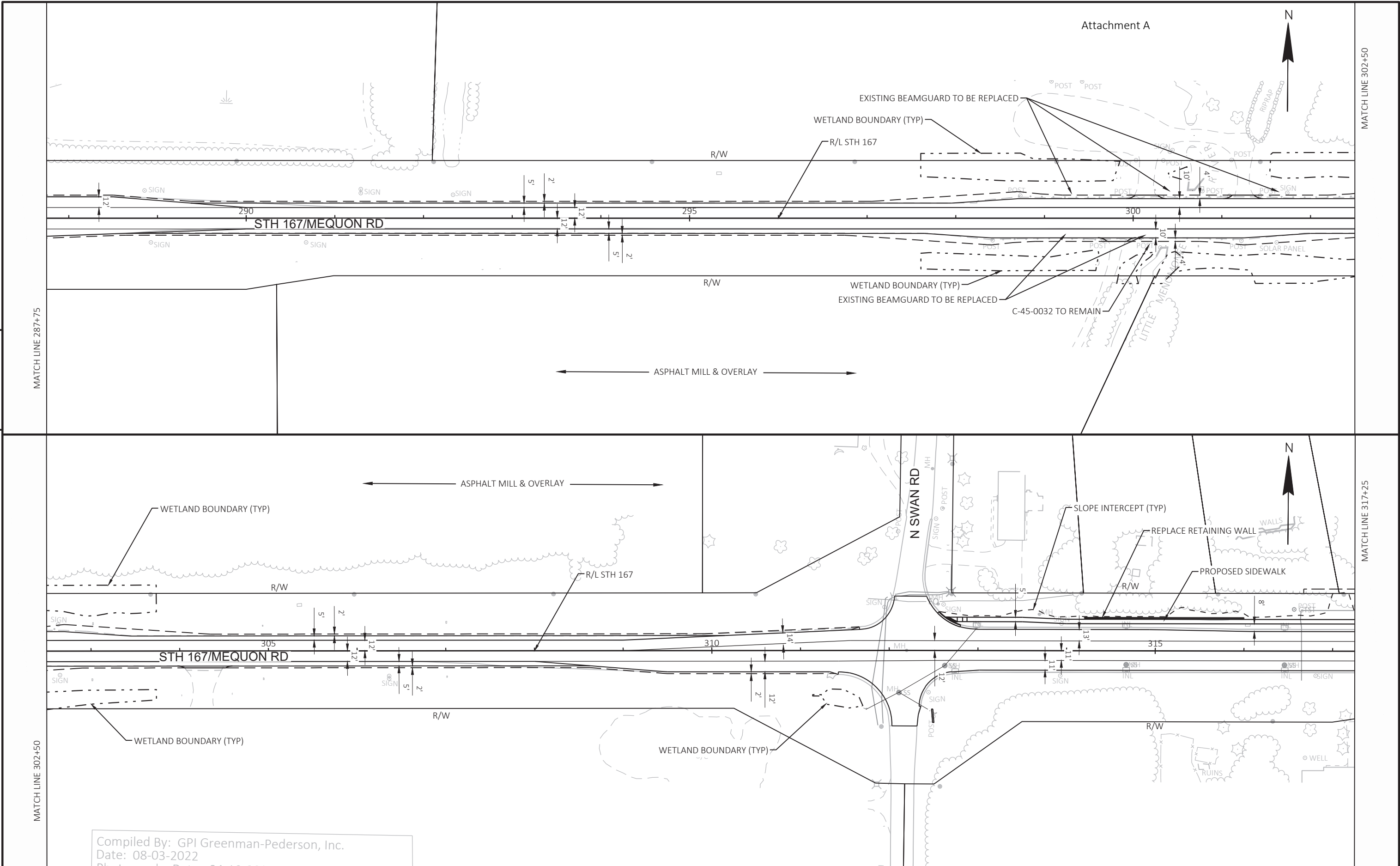
TERMS AND CONDITIONS:

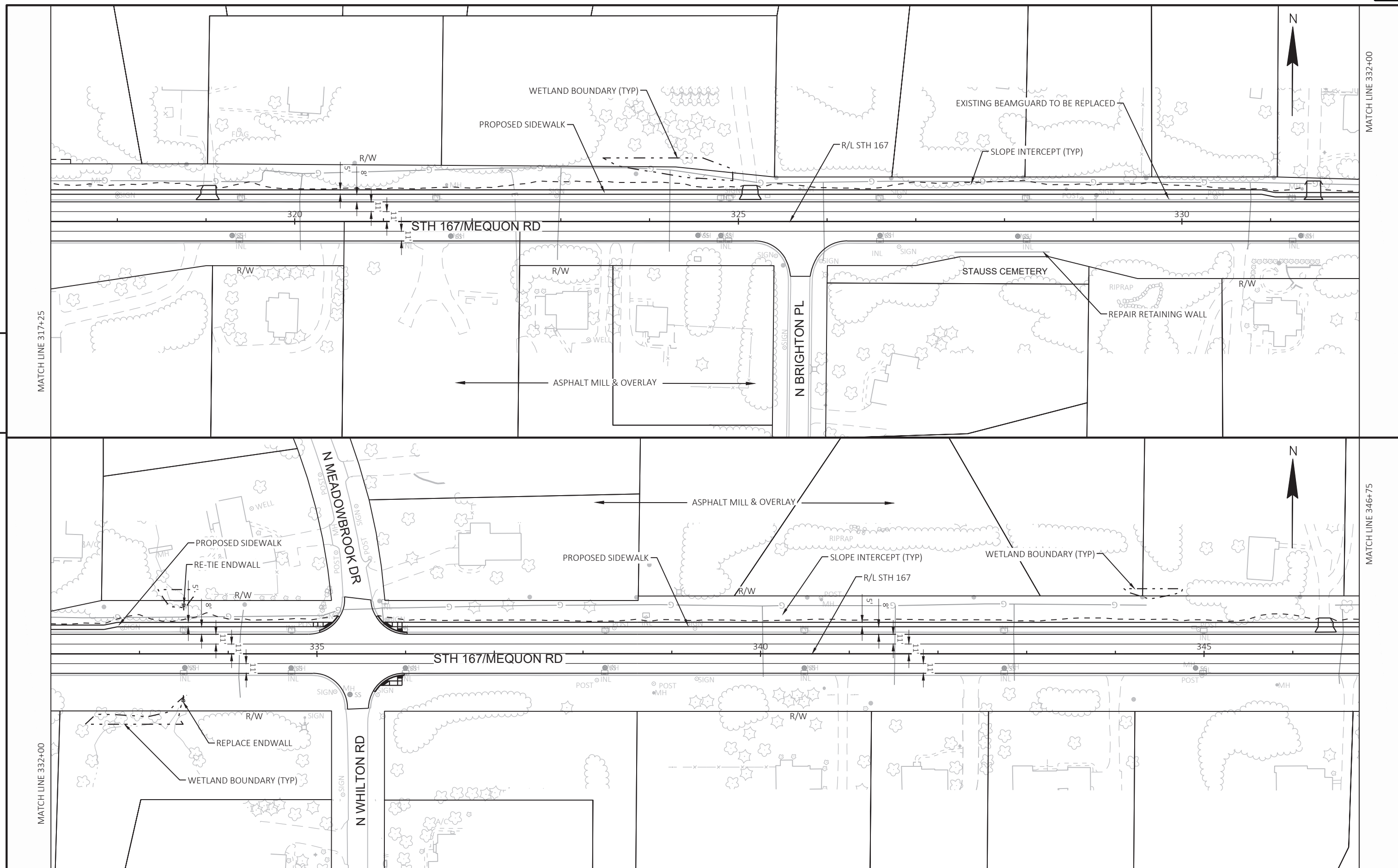
1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections: STH 167/181, STH 167/Wasaukee Rd and STH 167/Granville
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Drainage elements including curb and gutter, stormwater inlets, and storm sewer as well as street sweeping.
 - (d) Retaining walls along the State Trunk Highway, R45-042 near station 314+000 LT, wall at 320+00 RT, wall at 328+00 RT, and wall at 363+00 RT.
 - (e) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
 - (f) Mowing of the following specified limits.
 1. STH 167 (Washington County line to approximately 275 feet west of Solar Ave.)
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain sidewalks, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, and pedestrian refuge islands, refer to attachment A.
 - (c) Maintain clear right-of-way of all encroachments.
 - (d) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (e) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (f) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Grass: mowing,-weed control, litter removal where landscaping was approved by permit, refer to Attachment B., from approximately 275 west of Solar Ave to N. Buntrock Ave. Note that the Work in Highway Right of Way Permit extends to N. Port Washington Road, beyond the limits of this improvement project.
 2. Landscaping: removal and replacement of dead plant material, pruning, watering; as permitted within the defined in the Work in Highway Right of Way Permit (Attachment B).
 3. Other, Utilities; Water and Sanitary.
4. The Municipality, within their municipal limits, agrees to:

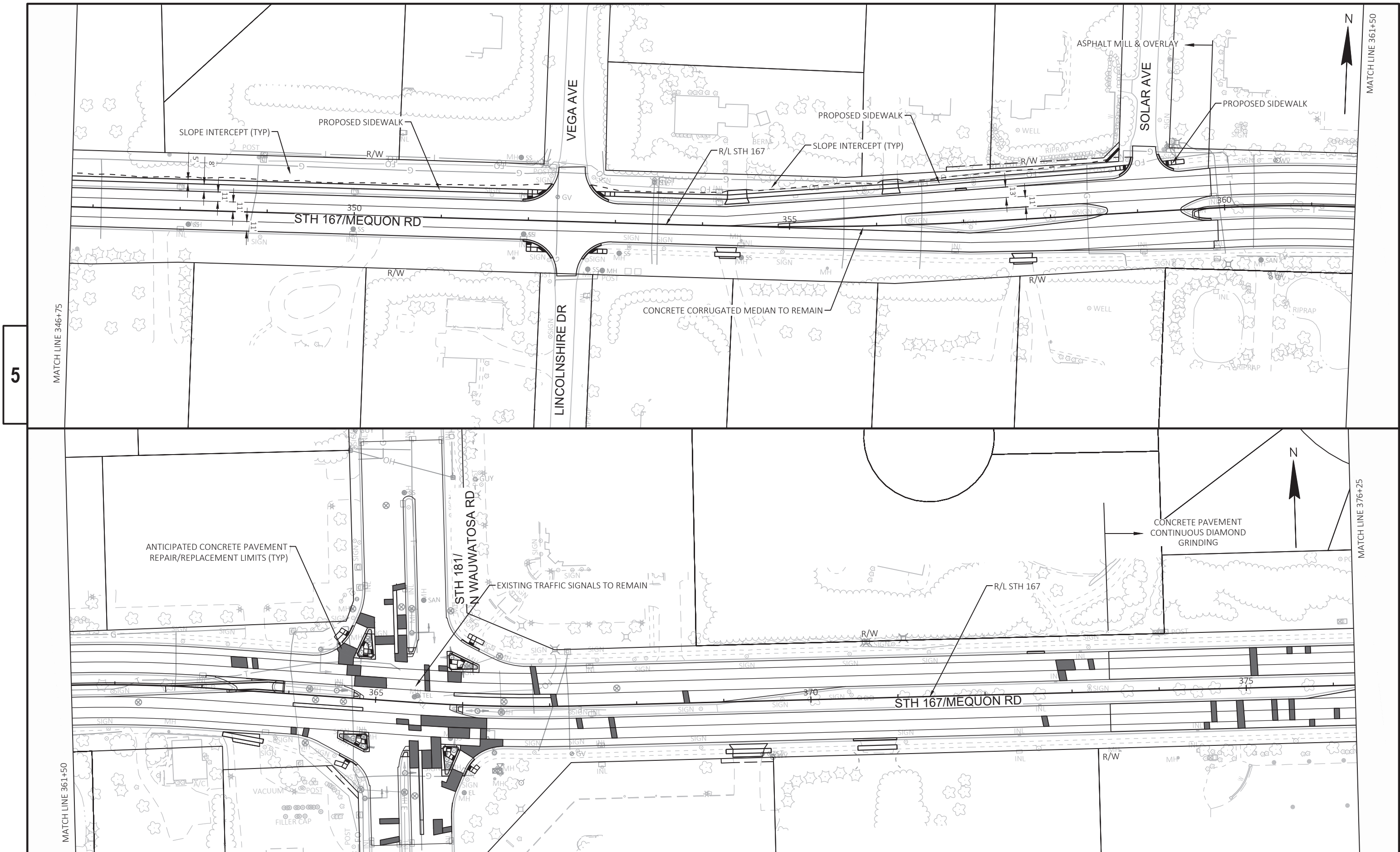
(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
7. Upon completion of construction project, 1380-02-70/71, the Municipality will assume all afore mentioned maintenance responsibilities.









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 10, 2024
SUBJECT: Public Works Work Plan (9.10.24)

Attached for the Board's review is a copy of the proposed work plan for 2024.

Attachments:
2024 Work Plan (9.10.24) (PDF)

**Public Works Committee
2024 Work Plan (September 10, 2024)**

4.a.a

Month	Agenda Topics
September	- Resolution: SMAs for Wauwatosa Road - Resolution: Amended Res. 4026 – SMAs for Mequon Road Sidewalk - Resolution: Revised MOU for County Line Road (construction staking)
October	<i>Tentative:</i> Fiesta Lane Drainage Recap
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

2024 Completed Items:

• Resolution: Contract Award for City Hall HVAC Design • Resolution: Contract Award for Vendors Exceeding \$25k for Inspection Services • Resolution: Contract Award for Lift Purchase • 2024 Road Program Overview • Resolution: Road Improvements Contract Award • Resolution: Cracksealing Contract Award • Resolution: GSB-88 Contract Award • Resolution: Purchase of a Bat-wing Mower • Resolution: Approval of a Pre-Development Agreement with the Rotary Club of Thiensville-Mequon for Development of an All-User Inclusive Playground at Rotary Park • Resolution: Contract Award for an Update to the Comprehensive Park, Recreation & Open Space Plan • Resolution: Contract Award for Bikeway Master Plan and MOU with Thiensville for Cost Share of Local Share	• Resolution: Bid Rejection for City Hall HVAC • Resolution: MOU with Brown Deer for County Line Road Improvements • Resolution: Median Maintenance Contract Award • Resolution: Truck Chassis Purchase • Resolution: Rejection of CRP Grant and Authorization of We Energies Contract for Mequon Rd Street Lights • Resolution: Award of Design for Brush Site Automated Gate • Community Survey Topics • Ordinance: Stormwater Text Amendment • Resolution: Port Washington Road Streetscape Bid Documents • Appeal Bill No. 8201
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Attachment: 2024 Work Plan (9.10.24) (9670 : Public Works Work Plan (9.10.24))