



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
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www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, August 10, 2021

7:30 PM or Immediately following the Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. June 08, 2021 Minutes
- 3) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 3871** A Resolution Approving a State/Municipal Maintenance Agreement (SMMA) and Three State/Municipal Financial Agreements (SMFA) for a State-Let Highway Project with the Wisconsin Department of Transportation for the County Line Road and Mequon Road Interchanges
- 4) Adjourn

Dated: August 10, 2021

/s/ John Wirth, 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, June 8, 2021

7:30 PM

Virtual and In-person

Minutes

1) Call to Order, Roll Call

Commissioner Wirth called the meeting to order at 7:43 PM.

Present:

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

Also present were City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, Director of Public Works/City Engineer Lundeen, Deputy Director of Utilities Driscoll, Water Utility/City Water LLC Director of Operations Voigt, and Administrative Assistant Cieslinski.

2) Approval of Meeting Minutes

a. May 11, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Mayr

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

Action requested: review and recommend approval

- a. **RESOLUTION 3847** A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2020, in Accordance with Requirements Under Wisconsin Administrative Code NR208

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Nerbun

SECONDED BY: Commissioner Schneider

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

- b. **RESOLUTION 3854** A Resolution Authorizing Execution of a State-Municipal Agreement Between the City of Mequon and the Wisconsin Department of Transportation (WisDOT) for the Completion of Sanitary Sewer Manhole Work in Connection with the Interstate Highway 43 Expansion Project

4) Adjourn

- a. Motion to Adjourn at 7:45 PM.

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

MOVED BY: Commissioner Hansher

SECONDED BY: Commissioner Mayr

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
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www.ci.mequon.wi.us

Office of Public Works

TO: Sewer Utility District Commission
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 10, 2021
SUBJECT: RESOLUTION 3871 A Resolution Approving a State/Municipal Maintenance Agreement (SMMA) and Three State/Municipal Financial Agreements (SMFA) for a State-Let Highway Project with the Wisconsin Department of Transportation for the County Line Road and Mequon Road Interchanges

Background

The I-43 North/South Corridor project that the Wisconsin Department of Transportation (WisDOT) will undertake, including the widening of the mainline through the corridor to three lanes and reconstruction of multiple interchanges, will appear to travelers as a singular project. However, WisDOT has the project broken down into multiple bidding packages, each with its own set of plans and agreements.

The City of Mequon and WisDOT have already entered into agreements for the Highland Road interchange, and the Sewer and Water Utility for water main relocation and sanitary manhole adjustments. In addition to those agreements, WisDOT is requesting approval of:

- A State/Municipal Maintenance Agreement (SMMA) for the sidewalk installed as a part of the project
- A State/Municipal Financial Agreement (SMFA) for the sanitary sewer work associated with the County Line Road Interchange project
- A SMFA for the water main work associated with the County Line Road Interchange project
- A SMFA for the sanitary sewer work associated with the Mequon Road Interchange project

Analysis

State/Municipal Maintenance Agreement (SMMA) Sidewalk

The SMMA for the sidewalk installed as a part of the project obligates the City of Mequon to maintain the sidewalk installed as a part of the project. WisDOT does not maintain sidewalks and assigns maintenance responsibility to the local jurisdiction, as the City of Mequon is required to on Mequon Road. Similarly, Ozaukee County does not maintain sidewalks and assigns maintenance responsibility to the local municipality, as the City of Mequon is required to on Port Washington Road.

The I-43 project proposes installation of sidewalks on Port Washington Road, County Line

Road, Mequon Road, Highland Road and the bridge on Donges Bay Road (see the attached exhibit to the agreement). The Joint Mequon-Thiensville Pedestrian and Bikeway Commission previously requested that Ozaukee County install pedestrian/bicycle facilities between Port Lane and County Line Road, as included in the proposed project.

Under the SMMA, the City of Mequon would accept responsibility for snow removal and maintenance, up to and including replacement when required. While the sidewalk provides for pedestrian and bicycle connectivity, it would significantly impact the snow removal operations for the City. If approved, staff will follow with a sidewalk snow removal policy discussion to address the impact on operations. The policy discussion could consider assigning snow removal responsibility to adjacent property owners, adjusting the City's response time to meet current equipment, personnel and operational capabilities, or increasing equipment and/or personnel to meet the needs of the additional infrastructure.

In addition, the City will accept responsibility for maintenance and repair of the sidewalk. The City's operation and maintenance budgets include limited funding for sidewalk shaving (the process of grinding down the trip hazards typically created by the freeze/thaw cycle), mudjacking (the process of lifting sections of sidewalk that have settled) and replacement. Addition of sidewalk will require adequate funding to maintain in the long term.

Alternatively, if the City decides not to enter into the SMMA with WisDOT, the sidewalk would be removed from the project and not installed as a result.

State/Municipal Financial Agreement (SMFA) - Sanitary Sewer

The two SMFAs for the Sewer Utility cover sanitary sewer work that will be completed under the WisDOT projects at County Line Road and Mequon Road. This is work that cannot be completed prior to the project by the Sewer Utility. According to the SMFA, the Municipality will be billed for work completed which is not chargeable to federal/state funds.

State/Municipal Financial Agreement (SMFA) - Water

Likewise, the SMFA for the Water Utility covers water main work that will be completed under the WisDOT project at County Line Road. This is work that cannot be completed prior to the project by the Water Utility. According to the SMFA, the Municipality will be billed for work completed which is not chargeable to federal/state funds.

Fiscal Impact

The SMMA for sidewalks will increase operation and maintenance costs for the Department of Public Works. As indicated and if approved, City staff will follow with a policy discussion which will determine the extent of the fiscal impact. The policy will determine whether the level of service will be adjusted to meet current financial constraints, or whether additional funding will be provided to cover the additional demand on equipment and personnel as a result of the sidewalk installation.

The SMFAs have the following fiscal impacts:

- County Line Road - Sewer Utility: \$3,050
- County Line Road - Water Utility: \$5,850

- Mequon Road - Sewer Utility: \$150

Recommendation

Staff recommends that the Sewer Utility District Commission review and approve the resolution authorizing the two SMFAs for the sanitary sewer work associated with the County Line Road and Mequon Road Interchange projects.

Staff further recommends that the Water Utility District Commission review and approve the SMFA for the water utility work associated with the County Line Road Interchange project.

Staff further recommends that the Public Works Committee and Common Council review the obligations of the City as included in the SMMA, determine whether to accept the impact on operations pending a policy review of sidewalk snow removal, and take the corresponding action on the resolution authorizing the SMMA.

Should the Public Works Committee or the Common Council determine that the City is not willing to accept maintenance responsibility for any new sidewalk, it should make a recommendation to amend the resolution to deny the SMMA. Alternatively, it could conditionally approve the SMMA pending amendments to remove specific sections of sidewalk, if not all of the proposed sections are acceptable.

Attachments:

SMMA Sidewalk (PDF)

SMFA: Sanitary - County Line Interchange (PDF)

SMFA: Sanitary - Mequon Rd Interchange (PDF)

SMFA: Water - County Line Interchange (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3871

A Resolution Approving a State/Municipal Maintenance Agreement (SMMA) and Three State/Municipal Financial Agreements (SMFA) for a State-Let Highway Project with the Wisconsin Department of Transportation for the County Line Road and Mequon Road Interchanges

RECITALS

A. The Wisconsin Department of Transportation (WisDOT) is planning to reconstruct the Interstate 43 corridor from 4 lanes to 6 lanes, which includes construction to change roadway profiles at Highland Road, Donges Bay Road, County Line Road and Port Washington Road.

B. WisDOT has several packages for bidding, each with a unique project number, resulting in the requirement for individual agreements per project number.

C. WisDOT will include adjustments to the City of Mequon sanitary sewer system as a part of the County Line Road and Mequon Road Interchange projects at a total financial obligation of \$3,200, which will be funded by the Gravity Sewer capital account.

D. WisDOT will include adjustments to the Mequon Water Utility infrastructure as a part of the County Line Road project at a total financial obligation of \$5,850, which will be funded by the Buried Utility capital account.

E. WisDOT is requesting approval of an agreement obligating the City to the long-term maintenance of the sidewalk, including snow removal and maintenance and repair of the concrete. Acceptance of the agreement will require a policy discussion to determine how to incorporate the obligations into City operations and budget.

F. The Sewer Utility District Commission approved entering into two State/Municipal Financial Agreements to include Sanitary Utility Work as part of the WisDOT I-43 project at its meeting on August 10, 2021.

G. The Mequon Municipal Water Utility Commission approved entering into a State/Municipal Financial Agreement to include Water Utility Work as a part of the WisDOT I-43 project at its meeting on August 10, 2021.

H. The Public Works Committee approved entering into a State/Municipal Maintenance Agreement for sidewalks installed as a part of the project, subject to a policy discussion on sidewalk snow removal, at its meeting on August 10, 2021.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Mequon Municipal Water Utility Commission and Common Council of the City of Mequon, Wisconsin that:

1. Staff is authorized to enter into State/Municipal Maintenance Agreement for sidewalk maintenance, subject to a policy discussion on sidewalk snow removal, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. Staff is authorized to enter into State/Municipal Funding Agreements to adjust sanitary sewer facilities for the freeway expansion project, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
3. Staff is authorized to enter into a State/Municipal Funding Agreement to adjust water facilities for the freeway expansion project, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
4. The Director of Public Works/City Engineer, Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: August 10, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 10, 2021.

Caroline Fochs, City Clerk

 STATE/MUNICIPAL MAINTENANCE AGREEMENT	Date: July 28, 2021 ID: 1229-04-74, 1229-04-75, 1229-04-76 Road Name: IH 43 Limits: W County Line Rd Interchange to STH 60 County: Milwaukee
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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 1229-04-74, 1229-04-75, 1229-04-76

Facility description upon signature – The proposed roadway improvement is a reconstruction of IH 43 and surrounding roadways.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); 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 1229-04-74, 1229-04-75 & 1229-04-76. 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 the through travel way of 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 at County Line Rd/Port Washington Rd Interchange, Mequon Rd Interchange, CTH C (Pioneer Rd) interchange, STH 60 Interchange.
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
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 all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands along N Port Washington Road, N Port Washington Ln, W County Line Rd, N. Katherine Dr, Donges Bay Rd, Mequon Rd (including on and off ramps at IH 43), and Highland Rd. Reference Attachment 1 appended to this document for sidewalk locations and Attachment 2 letter from Ozaukee County appended to this document for N Port Washington Rd.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system along N Port Washington Road.
 - i. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - ii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (e) Maintain clear right-of-way of all encroachments.
 - (f) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)).
 - (g) 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)).
 - (h) Maintain and accept responsibility for the following as applicable to this agreement:

1. Water utilities underneath and adjacent to N Port Washington Rd, N Port Washington Ln, N Katherine Dr and Highland Rd.
 2. Sanitary Sewer underneath and adjacent to County Line Rd, N Port Washington Ln, N Port Washington Rd, Donges Bay Rd, Mequon Rd and Highland Rd.
4. The Municipality, within the specified limits, agrees to:
- (a) Prohibit angle parking along Mequon Rd (STH 167/STH57).
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) 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.
5. This agreement does not remove the current municipal maintenance responsibility.
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 each construction project, 1229-04-74, 1229-04-75 and 1229-04-76 the Municipality will assume all afore mentioned maintenance responsibilities.

Attachment 1

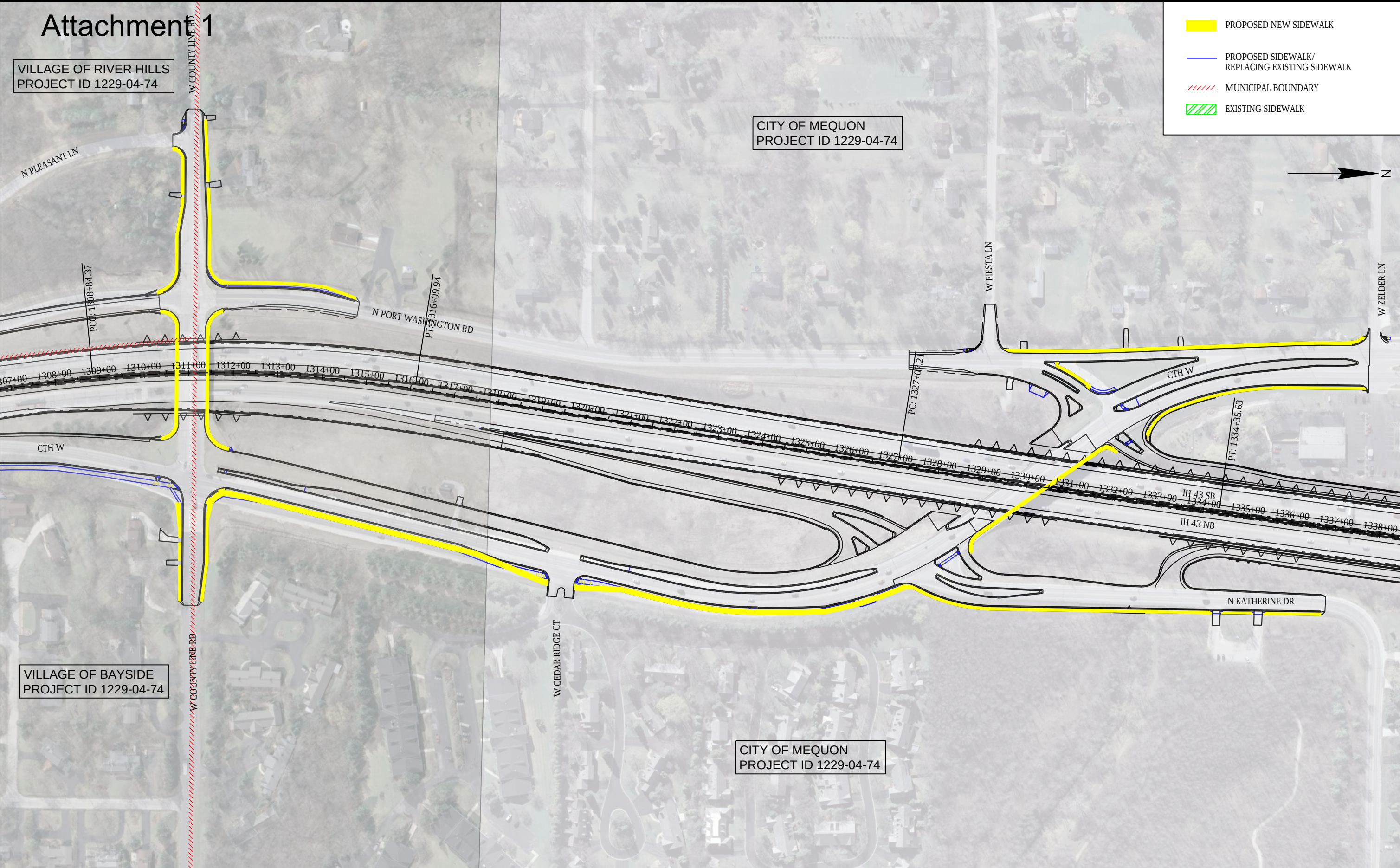
VILLAGE OF RIVER HILLS
PROJECT ID 1229-04-74

CITY OF MEQUON
PROJECT ID 1229-04-74

VILLAGE OF BAYSIDE
PROJECT ID 1229-04-74

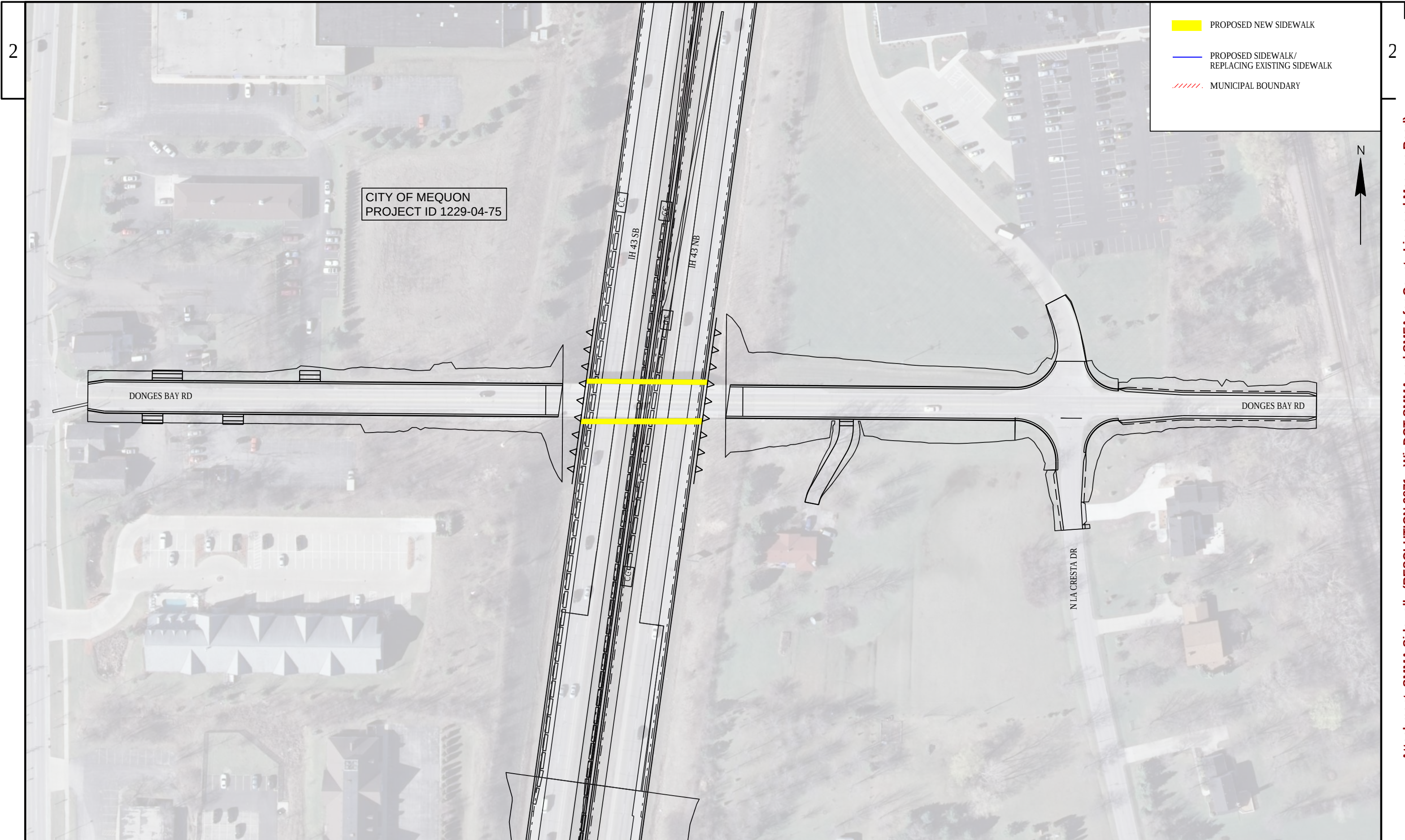
CITY OF MEQUON
PROJECT ID 1229-04-74

- PROPOSED NEW SIDEWALK
- PROPOSED SIDEWALK/
REPLACING EXISTING SIDEWALK
- MUNICIPAL BOUNDARY
- EXISTING SIDEWALK

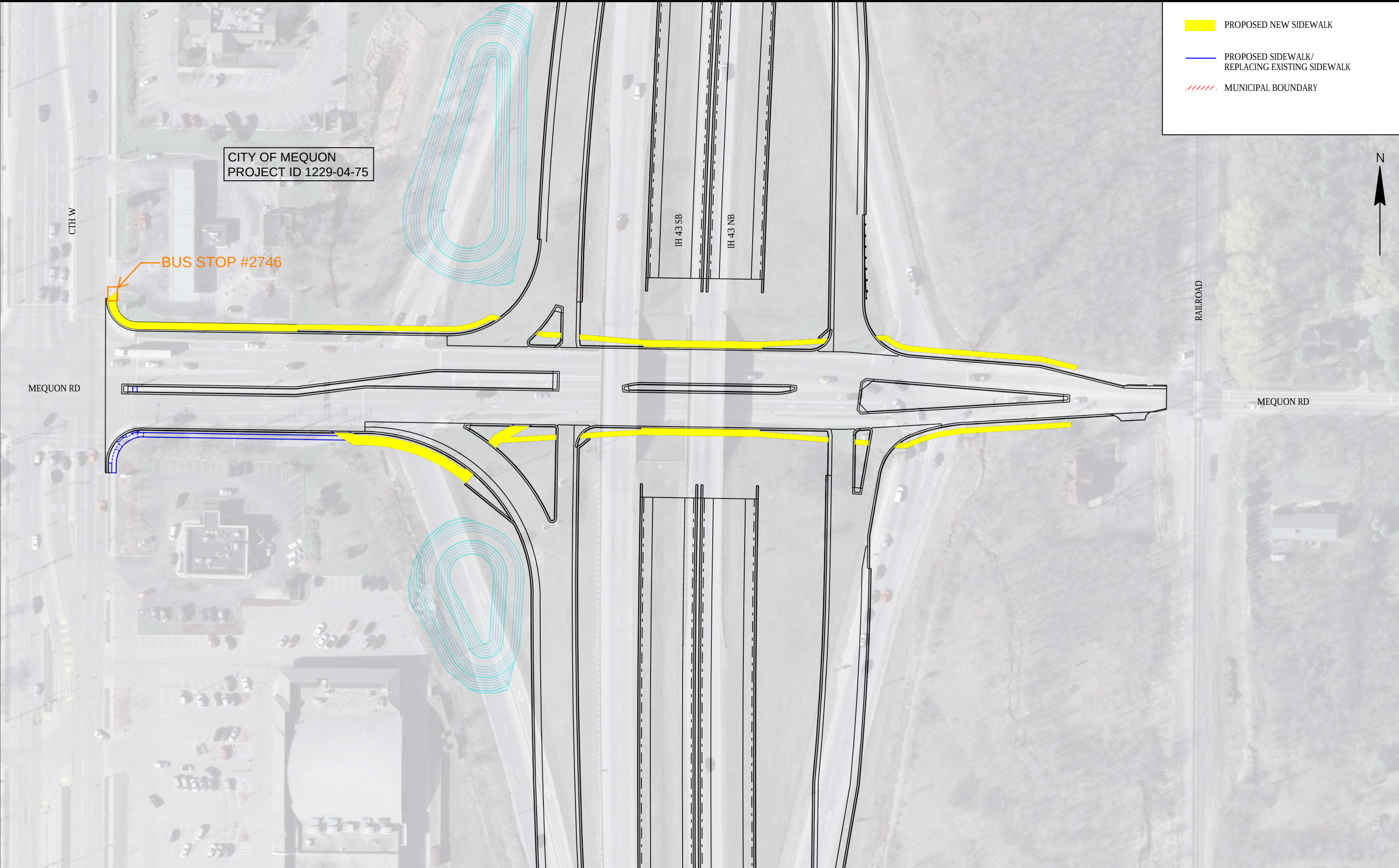


Attachment: SMMA Sidewalk (RESOLUTION 3871 : WisDOT SMMA and SMFA for County Line and Mequon Road)

PROJECT NO: 1229-04-74	HWY: IH 43	COUNTY: MILWAUKEE/OZAUKEE	PROPOSED SIDEWALK - VILLAGE OF BAYSIDE / VILLAGE OF RIVER HILLS / CITY OF MEQUON	SHEET E
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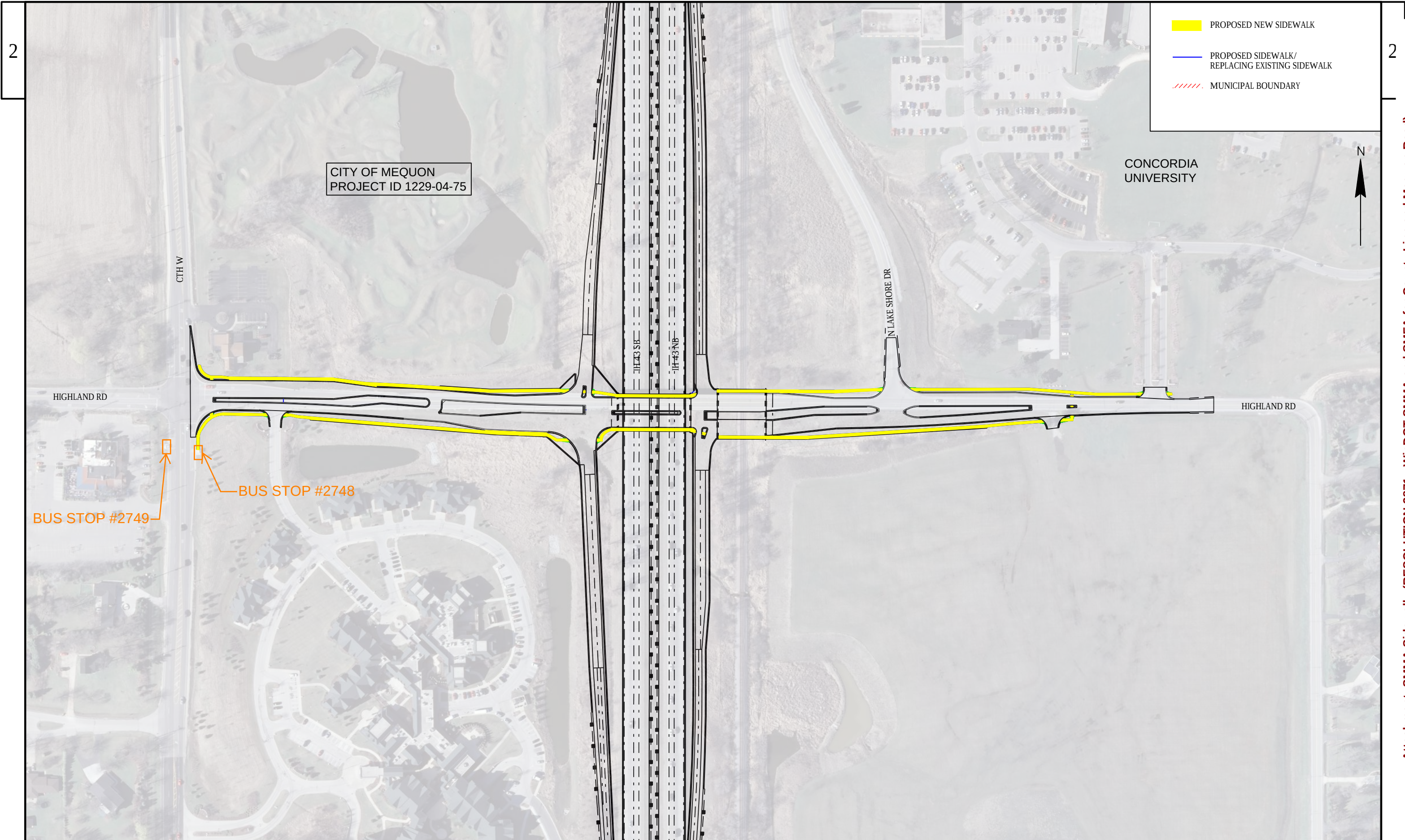


PROJECT NO: 1229-04-75	HWY: IH 43	COUNTY: OZAUKEE	PROPOSED SIDEWALK - CITY OF MEQUON	SHEET	E
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Attachment: SMMA Sidewalk (RESOLUTION 3871 : WisDOT SMMA and SMFA for County Line and Mequon Road)

PROJECT NO: 1229-04-75	HWY: IH 43	COUNTY: OZAUKEE	PROPOSED SIDEWALK - CITY OF MEQUON	SHEET	E
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Attachment: SMMA Sidewalk (RESOLUTION 3871 : WisDOT SMMA and SMFA for County Line and Mequon Road)

PROJECT NO: 1229-04-76	HWY: IH 43	COUNTY: OZAUKEE	PROPOSED SIDEWALK - CITY OF MEQUON	SHEET	E
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Ozaukee County Highway Department

410 South Spring Street

Port Washington, Wisconsin 53074-0994

Jon E. Edgren, P.E. – Director of Public Works

Phone 262-238-8335

Fax 262-238-8343

Attachment 3.a.a

July 29, 2021

Mr. Steve Hoff
Wisconsin Department of Transportation
141 N.W. Barstow Street
Waukesha, WI 53188
VIA E-MAIL: Steve.Hoff@dot.wi.gov

RE: Sidewalk Construction along CTH W (N. Port Washington Rd)
I-43 Expansion Project (ID 1229-04-74)

Dear Mr. Hoff:

The Wisconsin Department of Transportation (WisDOT) has notified the Ozaukee County Highway Department of their intent to construct sidewalks in various locations adjacent to County Trunk Highway (CTH) W (N. Port Washington Road), which is under Ozaukee County jurisdiction, as part of WisDOT's I-43/County Line Road Interchange project (ID 1229-04-74). (See attached map for approximate locations.)

Ozaukee County has no objections to the construction of sidewalk along CTH W, but we do not accept maintenance responsibilities for sidewalk. Therefore, any future sidewalk maintenance, repairs, snow removal, etc..., would need to be designated to the local municipality, which should be the City of Mequon for the given locations.

Please feel free to contact me at 262-238-8335 if you have any questions, comments, or concerns.

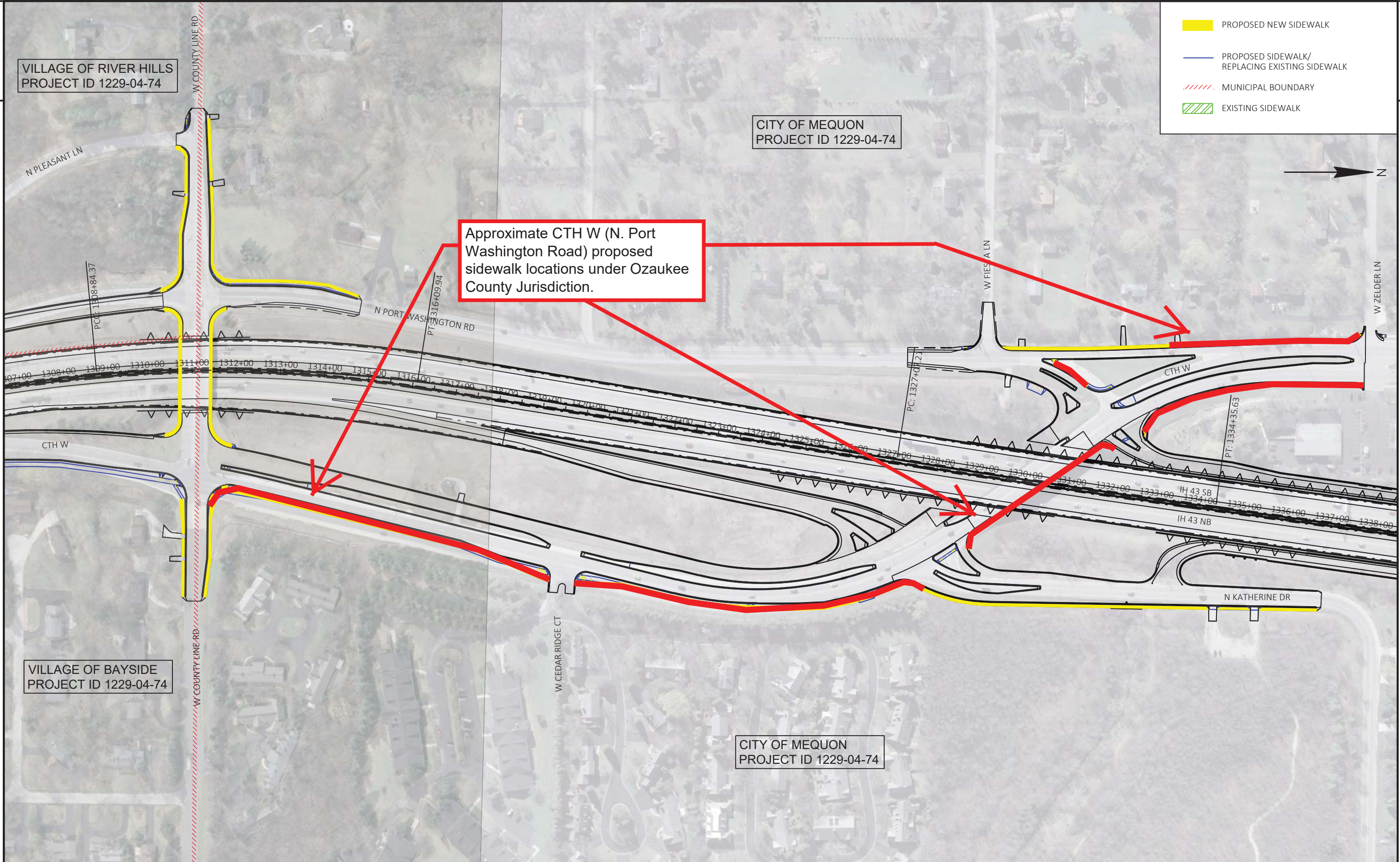
Sincerely,

Jon E. Edgren, P.E.
Ozaukee County Director of Public Works

Cc: Warren Guettel, Ozaukee County's Construction Superintendent,
wguettel@co.ozaukee.wi.us

N:\State Highways\I-43\Projects\Expansion Project\I-43 - County Line Rd Interchange\Hoff_JEE^I-43 Expansion Sidewalk on CTH W.docx

Attachment: SMMA Sidewalk (RESOLUTION 3871 : WisDOT SMMA and SMFA for County Line and Mequon Road)



VILLAGE OF RIVER HILLS
PROJECT ID 1229-04-74

CITY OF MEQUON
PROJECT ID 1229-04-74

Approximate CTH W (N. Port
Washington Road) proposed
sidewalk locations under Ozaukee
County Jurisdiction.

VILLAGE OF BAYSIDE
PROJECT ID 1229-04-74

CITY OF MEQUON
PROJECT ID 1229-04-74

PROJECT NO: 1229-04-74	HWY: IH 43	COUNTY: MILWAUKEE/OZAUKEE	PROPOSED SIDEWALK - VILLAGE OF BAYSIDE / VILLAGE OF RIVER HILLS / CITY OF MEQUON	SHEET	E
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STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

Date: July 29 2021
I.D.:1229-04-74
Road Name: IH 43
Title: I-43 NORTH SOUTH FREEWAY
Limits: W COUNTY LINE RD INTERCHANGE
County: Ozaukee
Roadway Length: 1.22 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	\$ -	\$ -	100%	\$ -	0%
Construction:					
Participating	\$ 66,690,000	\$ 66,690,000	100%	\$ -	0%
Utility (Sanitary)	\$ 30,500	\$ 27,450	90%	\$ 3,050	10%
Total Cost Distribution	\$ 66,720,500	\$ 66,717,450		\$ 3,050	

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

Central File: Planning\Project Agreement\Ozaukee County Page 1 of 3 ID 1229-04-74 – SE Region

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 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 construction of standard roadway items – 100% State.
 - (c) Funding for utilities 90% State, 10% Municipal, per chapter 84.295, State Statute
 - (d) 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 FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

Date: July 29 2021
I.D.:1229-04-75
Road Name: IH 43
Title: I-43 NORTH SOUTH FREEWAY
Limits: MEQUON RD INTERCHANGE
County: Ozaukee
Roadway Length: 2.53 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	\$ -	\$ -	100%	\$ -	0%
Construction:					
Participating	\$ 53,812,000	\$ 53,812,000	100%	\$ -	0%
Utility (Sanitary)	\$ 1,500	\$ 1,350	90%	\$ 150	10%
Total Cost Distribution	\$ 53,813,500	\$ 53,813,350		\$ 150	

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

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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 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 construction of standard roadway items – 100% State.
 - (c) Funding for utilities 90% State, 10% Municipal, per chapter 84.295, State Statute
 - (d) 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 FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: July 29 2021
I.D.:1229-04-74
Road Name: IH 43
Title: I-43 NORTH SOUTH FREEWAY
Limits: W COUNTY LINE RD INTERCHANGE
County: Ozaukee
Roadway Length: 1.22 Miles

The signatory **Mequon Municipal Water Utility**, 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	\$ -	\$ -	100%	\$ -	0%
Construction:					
Participating	\$ 66,690,000	\$ 66,690,000	100%	\$ -	0%
Utility (Water)	\$ 58,500	\$ 52,650	90%	\$ 5,850	10%
Total Cost Distribution	\$ 66,748,500	\$ 66,742,650		\$ 5,850	

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

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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 Mequon Municipal Water Utility (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.
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8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for construction of standard roadway items – 100% State.
 - (c) Funding for utilities 90% State, 10% Municipal, per chapter 84.295, State Statute
 - (d) 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.