



# DAAR ENGINEERING, INC.

SE Region Management Consultant for WisDOT Local Program Projects

December 18, 2007

William Hoppe  
City of Mequon  
11333 N. Cedarburg Road, 60W  
Mequon, WI 53092-1930

SUBJECT: REVISED STP-M Program Agreement  
ID 2697-05-00/20/40/70  
Wasaukee Road (LOC STR)  
County Line Road – Mequon Road  
Reconditioning  
Ozaukee County

Dear Mr. Hoppe:

Enclosed are three copies of the REVISED Project Agreement, to add a Utility ID and funding for compensable utility (AT&T) relocation on the Waste Management parcel. Please review and return **two** signed copies of the Agreement to **DAAR Engineering, Inc. (address below)**. A third copy has been provided for each of your records. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. Costs incurred prior to authorization are not reimbursable.

As per the attached letter from the City of Milwaukee, they will be utilizing some of their entitlements for this project as well as the Village of Germantown. Breakouts of each municipality's entitlements are as follows: City of Mequon's entitlements equal 70%, Village of Germantown's entitlements equal 22%, and City of Milwaukee's entitlements equal 8% for design, state design review and construction. Entitlements account for 80% of the funding for this project with the remaining 20% being local cost. For real estate and compensable utility costs, each municipality will utilize entitlements for costs incurred within their jurisdictional limits. To date only compensable utilities have been identified on parcels within the City of Milwaukee's jurisdiction. In an effort to stabilize the Local program, project costs in excess of this amount will be your responsibility. The Project Agreement is your agency's firm commitment to provide it's share of the funding.

If you have any questions concerning this Project Agreement, project implementation process or the cost share policy, please contact me at (414) 225-9817.

Sincerely,

DAAR ENGINEERING, INC.



Rhonda Lukasz – Program Assistant  
SE Region Local Program Management Consultant

CC: Jason Roselle, WisDOT SE Region Project Manager  
Scott Ahles, WisDOT SE Region Planning  
Stan Lukasz, PE, DAAR Engineering, Inc. – Program Manager



Department of Public Works  
Infrastructure Services Division

**Jeffrey J. Mantes**  
Commissioner of Public Works

**James P. Purko**  
Director of Operations

**Jeffrey S. Polenske**  
City Engineer

August 2, 2007

Mr. Dewayne J. Johnson  
Southeast Region Director  
Wisconsin Department of Transportation  
P. O. Box 798  
Waukesha, WI 53187-0798

Attention: Mr. Scott Ahles

Subject: Project I.D. 2697-05-70  
Wasauke Road  
West County Line Road to  
West Mequon Road

Dear Mr. Johnson:

The City of Mequon has scheduled the subject project to be constructed in 2008. It includes the reconstruction of the West County Line Road intersection where the northwest and southeast quadrants lie within the City of Milwaukee.

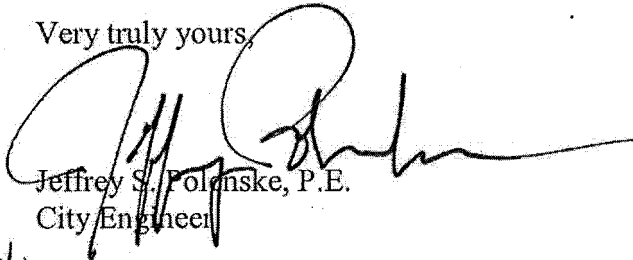
Previously, in letters dated January 19, 2005, and February 16, 2006, the City of Milwaukee requested the use of STP Entitlement Funds to cover 80 percent of the amounts for preliminary engineering, right-of-way acquisition, and construction associated with those parcels within the City of Milwaukee as part of this project. These requests have been granted.

Recently, the City of Mequon notified us that AT&T had what appeared to be a compensable utility relocation, necessitated by the roadway project at 9601 North Wasauke Road which is a parcel that is within the City of Milwaukee. Mr. Ron Anderson, of your staff, has confirmed its legitimacy. The cost sharing agreement that the City of Mequon has with the City of Milwaukee dictates that since the utility relocation lies wholly within the City of Milwaukee, that the City of Milwaukee is responsible for its costs. As such, please consider this a formal request from the City of Milwaukee to use our STP Entitlement Funds to assist in paying for the subject utility relocation.

Mr. Dewayne J. Johnson  
August 2, 2007  
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If you have any questions or concerns regarding this matter, please contact Mr. Chad Chrisbaum at (414) 286-0470.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jeff Polonske', written over the typed name and title.

Jeffrey S. Polonske, P.E.  
City Engineer

CAM  
LCG:amh

c: Mr. Bill Hoppe, PE.

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT  
REVISED AGREEMENT REPLACES PREVIOUS AGREEMENTS DATED August 24,  
1998, August 15, 2007 (unsigned)**

Date: December 18, 2007  
REVISED STP-M Program Agreement  
ID 2697-05-00/20/40/70  
Wasaukee Road (LOC STR)  
County Line Road – Mequon Road  
Reconditioning  
Ozaukee County

The signatory city, village, town or county, 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 effect 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:**

*The municipalities wish to establish this road as a truck route, however the paved portion of the road is too narrow for the truck traffic it now receives, and the road structure is not adequate to handle the weight of truck traffic.*

**Proposed Improvement - Nature of work:**

*Reconditioning of the roadway. The anticipated reconditioning will be done by pulverizing the existing pavement and repaving the road to a thickness adequate for the anticipated truck loadings. In addition, the roadway will be widened to a traveled width of 7.2 meters (24 feet), with 1.8 (6 foot) shoulder, of which 0.9 meters (3 feet) will be paved and 0.9 meters (3 feet) will be gravel.*

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

Estimated Cost					
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design	\$116,327	\$93,062	80%	\$23,265	20%
State Design Review	\$93,092	\$74,474	80%	\$18,618	20%
Real Estate	\$127,000	\$101,600	80%	\$25,400	20%
Utilities**	\$25,000	\$20,000	80%	\$5,000	20%
Construction	\$2,108,033	\$1,686,426	80%	\$421,607	20%
<b>Total Cost Distribution*</b>	<b>\$2,469,452</b>	<b>\$1,975,562</b>		<b>\$493,890</b>	

\* Project costs in excess of 10% of the total estimated cost must receive Region approval.

\*\* City of Milwaukee Compensable Utility costs.

***This request is subject to the terms and conditions that follow (pages 3 through 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.***

<b>Signed for and on behalf of City of Mequon:</b>	
Signature	Title
Name (Written Clearly)	Date

***-Terms and Conditions Begin on the Next Page-***

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) 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. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - c. Conditioning, if required, and maintenance of detour routes.
  - d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
  - e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for and agrees to pay 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 and the Municipality agrees to pay any required reimbursement to the State.
6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality will at its own cost and expense:
    - a. Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
    - b. Prohibit angle parking.
    - c. 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.
    - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
    - e. Assume general responsibility for all public information and public relations for the project and to make fitting 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.
    - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, *except as provided in Paragraph 3 above*.
    - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
  9. Basis for local participation: 80% Federal; balance by Municipality, as specified in Surface Transportation Program—Urban (STP-M) regulations.
  10. 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 any moneys otherwise due and payable by the State to the Municipality.

**(End of Document)**