

**REVISED STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT
(Replaces previous agreement dated January 12, 2004 (executed)
and August 16, 2005 (not executed))**

Date: October 3, 2005
 ID: 2445-05-01/71
 Description: E. North Avenue (from N. Booth St. to N. Bremen St.)
 Realign roadway
 County: Milwaukee

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:

High crash rate due to substandard horizontal curvilinear alignment on E. North Avenue, as it proceeds around Kilbourn Park and a water reservoir.

Proposed Improvement - Nature of work:

Realign this segment of E. North Avenue.

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:

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds * & **	%	Municipal Funds	%
Design*	\$24,000	\$21,600	90%	\$2,400	10%
Construction**	\$470,400	\$423,360	90%	\$47,040	10%
Total Cost Distribution	\$494,400	\$444,960		\$49,440	

* Of the \$75,000 requested for preliminary engineering, only \$24,000 has been approved under ID 2445-05-01 (due to \$51,000 already spent in previously approved cycle under 2445-05-00). Therefore, **Federal participation for design under this project shall be limited to the lesser of 90% of actual project cost or \$21,600.**

** **Federal participation for construction shall be limited to the lesser of 90% of actual project cost or \$423,360** (includes inflation increase and the transfer of \$45,000 federal funds from real estate (100% local)).

This request is subject to the terms and conditions that follow (pages 2 and 3) 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. Total project estimate to date is \$710,000.

Signed for and on behalf of City of Milwaukee:	
Signature	Title
Name (Written Clearly)	Date
 	
Signature (Comptroller)	Title
Name (Written Clearly)	Date

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. The Municipality's funding is dependent upon Common Council approval up to 10% over the amounts indicated for municipal participation in this Agreement. Should additional funding be required from the city, the Department of Public Works agrees to seek such approval and funding from the Common Council in good faith, except in emergency situations that arise during construction such that approval would delay the progress of construction. In such emergency situations, the State shall notify the municipality of the emergency and cost thereof, for concurrence to continue construction. Thereafter, additional funding approval will be obtained from the Common Council for this emergency work as soon as possible.
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 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.
6. If the Municipality should withdraw from the project, during the design phase, it will reimburse the State for any costs incurred by the State on behalf of the project. In order to guarantee the Municipality's reimbursement of these costs, the Municipality, through its undersigned duly authorized officers or officials hereby agrees and fully authorizes the State to set off and withhold these costs otherwise due and payable by State to the Municipality from any future General Transportation Aids payments to the Municipality.
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: 90% Federal; balance by Municipality, as specified in Surface Transportation Program—(H.E.S.) Safety regulations. **Federal participation shall be limited to the lesser of 90% of actual project cost or \$21,600 for design and \$423,360 for construction.**

(End of Document)