



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

Date: November 26, 2019  
 I.D.: 2984-13-05/95  
 Road Name: VARIOUS LOCATIONS  
 Limits: 73 CITY INTERSECTIONS  
 County: Milwaukee  
 Roadway Length: N/A

The signatory City of Milwaukee, 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:** 73 intersections with 8-inch signal housings, and multiple locations without backplates. Traffic signal standards are also too short to accommodate the larger signal faces and are not breakaway.

**Proposed Improvement - Nature of work:** Upgrade signal faces to 12-inch, add backplates to overhead signals, and replace shorter units with taller breakaway units, at 73 intersections identified on page 4 of this agreement.

**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	\$ 91,700	\$ 82,530	90%	\$ 9,170	10%
WisDOT Review	\$ 5,000	\$ 4,500	90%	\$ 500	10%
Participating					
Signs, Signals & Lighting	\$ 663,609	\$ 597,248	90%	\$ 66,361	10%
WisDOT Review	\$ 2,000	\$ 1,800	90%	\$ 200	10%
Non Participating	\$ -	\$ -	0%	\$ -	100%
<b>Total Cost Distribution</b>	<b>\$ 762,309</b>	<b>\$ 686,078</b>		<b>\$ 76,231</b>	

1 Federal funding maximum of \$87,030 for Design, and \$599,048 for Construction  
 Costs in excess of this amount shall be the responsibility of the Municipality.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

Signed for and in behalf of the <b>City of Milwaukee</b> (please sign in blue ink)		
Name	Title <b>Commissioner of Public Works</b>	Date
Signed for and in behalf of the <b>City of Milwaukee</b> (please sign in blue ink)		
Name	Title <b>Comptroller</b>	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title <b>SE Region Planning Chief</b>	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 shall 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. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show 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 any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. 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 bridge 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.
4. 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) 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.
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 the project, it shall reimburse the State for any costs incurred by the State in 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 shall 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 shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
  - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
  - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
  - (d) Prohibit angle parking.
  - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
  - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
  - (g) 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.
  - (h) Maintain all community sensitive solutions and/or enhancement funded items.
  - (i) Coordinate with the state on changes to highway access within the project limits.
  - (j) 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.

- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation as specified in Surface Transportation Program—(H.S.I.P.) Safety regulations: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.

- (a) Funding for preliminary engineering: Design is funded with 90% Federal funding up to a maximum of \$87,030 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.
- (b) Funding for Signs, Signals & Lighting: Signs, Signals & Lighting is funded with 90% Federal funding up to a maximum of \$599,048 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.
- (c) Funding for non-participating work including haul roads is funded 100% Municipal.
- (d) The following table includes intersection locations approved for HSIP funding to upsize signal heads as outlined in project 2984-13-95. Locations with strikethrough text were not approved for HSIP funding.

**INSTALL TRAFFIC SIGNAL 12-INCH 75 LOCAL STREET INTERSECTIONS**

No.	Street1	Street2
<del>1</del>	<del>Allen</del>	<del>Swan</del>
2	Bradley	51st
3	Brady	Humboldt
4	Broadway	Knapp
5	Center	22nd
6	Clybourn	6th
7	Clybourn	16th
8	Clybourn	26th
9	Clybourn	35th
10	Concordia	Holton
11	Congress	51st
12	Congress	Sherman
13	Custer	Sherman
14	Douglas	Sherman
15	Downer	Hartford
16	Dr. MLK	McKinley/OW 3rd
<del>17</del>	<del>Florist</del>	<del>70th</del>
18	Florist	Sherman
19	Fond du Lac	Grantosa
20	Grantosa	Hampton
21	Green Tree	43rd
22	Hampton	Lydell
23	Hampton	Santa Monica
24	Hopkins	24th
25	Jackson	Kilbourn

No.	Street1	Street2
26	James Lovell	State
27	James Lovell	Wells
28	Jefferson	Mason
29	Juneau	35th
30	Juneau	Milwaukee
31	Keefe	60th
32	Kilbourn	16th
33	Kilbourn	17th
34	Kilbourn	Plankinton
35	Kilbourn	Vel R. Phillips
36	Knapp	Water
37	Lisbon	84th
38	Lisbon	92nd
39	Locust	17th
40	Main	70th
41	Main	76th
42	Mason	Water
43	McKinley	Vel R. Phillips
44	Michigan	2nd
45	Michigan	3rd
46	Michigan	5th
47	Michigan	6th
48	Michigan	Vel R. Phillips
49	Milwaukee	Ogden
50	Mt. Vernon	35th

No.	Street1	Street2
51	North	38th
52	North	51st
53	Old World 3rd	Wisconsin
54	Plankinton	Wisconsin
55	Roosevelt	Sherman
56	Roosevelt	51st
57	Sherman	Townsend
58	Silver Spring	68th
59	Silver Spring	72nd
60	St. Paul	13th
61	Vel R. Phillips	Walnut
62	Vel R. Phillips	Wisconsin
63	Vienna	27th
64	Villard	51st
65	Villard	64th
66	Villard	68th
67	Vliet	33rd
68	Vliet	40th
69	Wells	8th
70	Wells	9th
71	Wells	16th
72	Wells	17th
73	Wells	24th
74	Wisconsin	2nd
75	Wisconsin	5th

[END]