



Wisconsin Department of Transportation

February 23, 2005

Mr. Jeffrey S. Polenske, P.E.
City Engineer
841 North Broadway, Room 620
Milwaukee, WI 53202

TRANSPORTATION DISTRICT 2
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Telephone: (262) 521-5361
FAX: (262) 548-6465
E-mail: waukesha.dtd@dot.state.wi.us

Dear Mr. Polenske:

SUBJECT: Local Project Agreement
ID: 2984-25-74
Canal Street (West Segment)
(Miller Park to N. 25th St.)
(Including two new bridges at Menomonee River and the Falk Corporation)
Milwaukee County

This project agreement reflects an 80% federal/20% local cost share of \$6,250,000 construction costs for this project. The total construction is estimated to be \$15,000,000; however, the Federal portion of the funding is capped at \$5,000,000. Costs in excess of this amount will be your responsibility. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Enclosed are three copies of the Project Agreement. Please review and return the **Project Schedule Worksheet** (attached) and **two** signed copies of the Agreement. A third copy has been provided for 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.

If you have any questions concerning the project implementation process, please contact the Project Manager, Kathy Labisch, at 262.548.8772. If you have questions about the Project Agreement or the cost share policy, please contact me at 262.548.8789.

Sincerely,

Anita N. Pusch
Local Program Engineer

Cc: Jim Thiel, WisDOT
Kathy Labisch, WisDOT

Enclosures

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**STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT**

Date: February 23, 2005
 ID: 2984-25-74
 Highway: Canal Street (West Segment) (LOC STR)
 Limits: 25th Street to Miller Park
 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 Wis. Stats. 86.25(1), (2) and (3).

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

Existing roadway does not extend to Miller Park.

Proposed Improvement - Nature of work:

New Roadway Reconstruction and Structures.

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	%
Utilities	\$2,800,000	\$0	0%	\$2,800,000	100%
Real Estate	\$1,644,000	\$0	0%	\$1,644,000	100%
Construction	\$6,250,000	\$5,000,000	80%	\$1,250,000	20%
Construction	\$8,750,000	\$0	0%	\$8,750,000	100%
Total Cost Distribution *	\$19,444,000	\$5,000,000		\$14,444,444	

* The maximum federal participation shall be limited to \$5,000,000

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.

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

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

A. SPECIAL TERMS AND CONDITIONS

1. **Deadline Completion Date April 1, 2006:** The Federal Highway Administration has imposed the following condition of federal funding this Canal Street project:

"This project is authorized with the condition that all right of way is obtained by Easement, Deed, or Award or Damages prior to opening of bids. Federal funds are contingent upon opening Canal Street to traffic between WI 341 (Stadium Freeway) and 6th Street prior to 4/1/06 to serve as an alternate route to I-94."

The Municipality (the City of Milwaukee) agrees to pay to the State all costs incurred by the State in connection with the improvement that exceed Federal-financing commitments or are subsequently determined to be ineligible for Federal financing in the event the project is not open to traffic by the required completion date. In the event this becomes necessary the City agrees that the State may recoup the \$5 million in federal funds withdrawn by set off against other moneys that may be otherwise due and payable by the State to the Municipality.

2. **Real Estate Special Provisions:** The Municipality agrees that it has full responsibility for acquiring and providing the right of way necessary for the project and shall provide the necessary and timely Certificate of Right of Way required by State form DT1899 (10/2002) and State Real Estate Program Manual Section 3.10, The Right of Way Certification Process. A portion of the right of way required is to be provided pursuant to the "Reciprocal Operating and Easement Agreement By and Among Milwaukee Brewers Baseball Club, Limited Partnership and Southeast Wisconsin Professional Baseball Park District and CMC Heartland Partners" dated September 18, 1998 and recorded as Reel 4459 Image 2489 to 2521, to which the Municipality's Redevelopment Authority succeeded to the rights therein accorded to CMC Heartland Partners, as stated in Case No. 02-CV-001930, Milwaukee County, CMC Heartland Partners v. Southeast Wisconsin Professional Baseball Park District, dated July 19, 2004. The Municipality also succeeded to the rights under said "Reciprocal Operating and Easement Agreement" under Section 5.2 thereof by acquiring interests from the Redevelopment authority under a January 27, 2005 Warrantee Deed. Municipality agrees to provide or cause to be provided the required Addendum to Proposal #16 for this project no later than March 11, 2005 that incorporates provisions necessary to assure that the right of way remains available for the project. Should the right of way cease to be available, the Municipality agrees to assume the entire risk of increased costs or delay and potential withdrawal of federal funding.

A. ROUTINE 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 (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. 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.
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, 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.
 - 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-U) regulations. The maximum federal participation for construction shall be limited to \$5,000,000. Construction costs in excess of this amount will be your responsibility.

(End of Document)