

**First Revised Project Grant Agreement**  
**Between**  
**Wisconsin Department of Transportation (WISDOT)**  
**And**  
**The City of Milwaukee**

**This \$10 Million Direct Grant Is Financed in Part with Federal Funds.**

Project ID: 2984-25-01/02/03  
County: Milwaukee  
Municipality: City of Milwaukee

Project Name: Limits: West Canal Street (North 25<sup>th</sup> Street to North 6<sup>th</sup> Street and  
Miller Park to North 25<sup>th</sup> Street)

This First Revised Project Grant Agreement supersedes and replaces the original Project Grant Agreement Between WISDOT and The City of Milwaukee for West Canal Street (North 25<sup>th</sup> Street to North 6<sup>th</sup> Street) executed by the City August 15, 2002 and WISDOT August 19, 2002.

The City of Milwaukee through its undersigned duly authorized officers or officials, and WISDOT enter into this grant agreement to accomplish the above project for the reconstruction of West Canal Street in the City of Milwaukee to serve as a transportation corridor for the purpose of mitigating traffic associated with the reconstruction of the Marquette Interchange.

Wis. Stat. 84.03(3) of the Wisconsin Statutes as created by 2001 Wisconsin Act 16 provides the authority for WISDOT to enter into this grant agreement. However, Wis. Stat. 84.03(3)(b) as created by 2001 Wisconsin Act 16 also specifies that no grant may be awarded unless the City of Milwaukee contributes \$10,000,000 toward the West Canal Street reconstruction project. A copy of the applicable "2001 West Canal Street Statutes and Session Laws and Appropriation Schedules Through February 1, 2002" is attached as **ATTACHMENT A**.

In order to guarantee the City of Milwaukee's \$10,000,000 contribution that is a precondition to any grant, the City of Milwaukee, through its undersigned duly authorized officers or officials and attached resolution of its Common Council, **ATTACHMENT B**, hereby agrees and fully authorizes WISDOT to set off and withhold \$10,000,000 otherwise due and payable by WISDOT to the City of Milwaukee from any future General Transportation Aids payments to the City. The original Common Council Resolution remains in effect and will be supplemented by a new Resolution to be attached hereto as **ATTACHMENT B – 2004**.

This guarantee will be implemented by set off and withholding only if the City fails to comply with this agreement as determined by WISDOT, or if the City has failed to make a good-faith effort to complete the reconstruction of West Canal Street from North 25<sup>th</sup> to North 6<sup>th</sup> Street in the City of Milwaukee to serve as a transportation corridor for the purpose of mitigating traffic associated with the reconstruction of the Marquette Interchange, by April 1, 2005 or both.

The amounts set off and withheld will be reallocated by WISDOT to the appropriation and fund from which any grant payment was previously made and in the same sequence that the grant payment was made, i.e. first paid, first reallocated and restored. The amount to be set off and withheld will never exceed the amount granted by WISDOT under this grant agreement.

On February 24, 2003, WISDOT issued a check to the City of Milwaukee under the terms of the original Project Grant Agreement for \$2,389,168.17 representing 100% of the face amount of the Design Engineering Services Contract Between The City of Milwaukee and Milwaukee Transportation Partners, LLC executed January 30, 2003 and chare to I.D. 2984-25-01. The payment was made from the Indian Gaming Funds transferred to the Wisconsin Department of Transportation from the appropriation under Wis. Stat. 20.395(3)(ck) as transferred from the appropriation under Wis. Stat. 20.505(8)(hm)21(2001-2002).

2003 Wisconsin Act 33 was published July 25, 2003, generally effective July 26, 2003. The Act provided no additional funds for this Project Grant Agreement, but did amend the original enabling statutes to provide for use of the grant for not only for improvement of existing West Canal Street from North 25<sup>th</sup> to 6<sup>th</sup> Street, but also for "extension of West Canal Street to USH 41 at Miller Park" to serve as a transportation corridor for the purpose of mitigating traffic associated with the reconstruction of the Marquette Interchange. The changes enacted by 2003 Wisconsin Act 33 are attached as **ATTACHMENT C**.

The \$10 Million grant shall be paid by WISDOT to the City of Milwaukee in installments in accordance with allocations made below for each project phase (e.g., design, real estate, construction, etc.) Work for each phase shall begin with written authorization by WISDOT to the City of Milwaukee.

As this is a grant, the City of Milwaukee is solely responsible for contracting with consultants and contractors for all design, real estate, construction and other work involved in this project. WISDOT will not be a party to any of the contracts involved.

Each grant installment payment by WISDOT will be made to the City of Milwaukee upon presentation of a fully executed and binding contract between the City and others for this West Canal Street project. The grant payment shall be one-half of the total face amount of each fully executed contract, up to a total of \$10 Million, with the exception of the grant for preliminary and final design. The authorized WISDOT representatives for examination of fully executed and binding City contracts and approval of payment are: Randy Knoche and Jim Thiel. The City is to send its fully executed contracts to the following address for review and approval of payments:

General Counsel  
Wisconsin DOT, Room 115 B  
4802 Sheboygan Avenue, P.O. Box 7910  
Madison, WI 53707-7910

With respect to preliminary and final design, the full amount of \$2.5 Million from the general fund under Wis. Stat. 20.395(3)(ck) was transferred from the appropriation account under Wis. Stat. 20.505(8)(hm)21, and the grant to the City of Milwaukee for preliminary and final design work was made be for the entire total face amount of the fully executed preliminary and final design contract for this project in state fiscal year 2002-2003. It was essential to use these funds first as the authorization for the transfer of these funds is repealed effective July 1, 2003.

The preliminary and final design contract may contain an element requiring professional consideration and recommendation of the best way to "reconstruct West Canal Street in the city of Milwaukee to serve as a transportation corridor for the purpose of mitigating traffic associated with the reconstruction of the Marquette interchange." If the City of Milwaukee intends to include an extension of West Canal Street in addition to the reconstruction of existing West Canal Street in its preliminary and final design contract, then the professional consideration and recommendation should include the best way to stage work, connect up, and route to existing West Canal Street that is to be reconstructed for the purpose of mitigating traffic associated with the reconstruction of the Marquette Interchange.

#### **Needs and Estimate Summary:**

##### **Description of the project:**

Canal Street between N. 6<sup>th</sup> Street and N. 25<sup>th</sup> Street is in poor condition and is in need of replacement. Additionally, there is an industrial spur track within the roadway that needs to be relocated to improve the safety and functionality of W. Canal Street. Completing this roadway in a timely manner also allows for this route to be a mitigation measure for diverted traffic when the Marquette Interchange is under construction. Although the City may extend W. Canal Street west of N. 25<sup>th</sup> Street to provide a connection to USH 41 (Miller Parkway), that work was not originally eligible for the \$10,000,000 direct grant for the reconstruction of West Canal Street authorized by 2001 Wisconsin Act 16, but was made eligible by 2003 Wisconsin Act 33.

##### **Proposed Improvement-Nature of Work:**

The original estimate to improve existing W. Canal Street to a 4-lane roadway was as follows:

Phase	Estimated Cost				
	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary/Final Design	3,200,000	\$2,500,000@	78%	\$700,000	22%
Real Estate	\$200,000	\$100,000	50%	\$100,000	50%
Utility	\$970,000	\$485,000	50%	\$485,000	50%
Street Lighting	\$687,000	\$343,500	50%	343,500	50%
Underground Conduit	\$839,000	\$419,500	50%	\$419,500	50%
Rail Road	\$3,000,000	\$1,500,000	50%	\$1,500,000	50%
Traffic Control	\$345,000	\$172,500	50%	\$172,500	50%
Construction	\$17,709,000	\$4,479,500	25%	\$13,229,500	75%
<b>Total Cost Distribution</b>	<b>\$26,950,000</b>	<b>\$10,000,000*</b>		<b>\$16,950,000</b>	

@ All From State Indian Gaming Receipt Funds [20.395(3)(ck) and 20.505(8)(hm) 21] \$50,000 of this amount will be retained by WISDOT as a lump sum to cover its cost of reviewing preliminary and final designs to assure compliance with state and federal oversight requirements.

\* Based on the approved State Budget, 2001 Wisconsin Act 16, the Federal/State grant portion of the project cost is \$10,000,000 and is comprised of the following:

- \$5,000,000 from the \$160,600,000 in state and federal funds allocated to the Marquette Interchange project. [20.395(3)(cr) and 20.395(3)(cy)]
- \$2,500,000 from LRIP [20.395(2)(fr)]
- \$2,500,000 from Indian Gaming Receipts [20.395(3)(ck) and 20.505(8)(hm)21]

However, no grant may be made unless the City of Milwaukee contributes \$10,000,000 toward this project. The City contribution is guaranteed by the authorization to WISDOT to set off and withhold General Transportation Aids payments otherwise due and payable to the City of Milwaukee, as specified in this grant agreement and the attached Resolution [File No. 020228 certified August 12, 2002] of the City of Milwaukee that is made a part of this document and attached hereto as ATTACHMENT B.

Total costs in excess of the \$10,000,000 Federal/State grant are 100% the responsibility of the City of Milwaukee.

#### SOURCE OF FUNDS

	State/Federal Match		City of Milwaukee Match		Total
ICE Funds	\$4,250,000	\$750,000	0	-	\$ 5,000,000
LRIP Funds	\$2,500,000		0	-	\$ 2,500,000
Indian Gaming	\$2,500,000		0	-	\$ 2,500,000
City Funds			0	\$16,950,000	\$16,950,000
<b>Total Funds</b>	<b>\$9,250,000</b>	<b>\$750,000</b>	<b>0</b>	<b>\$16,950,000</b>	<b>\$26,950,000</b>

On December 30, 2003, WISDOT received a revised estimate from the City of Milwaukee for the West Canal Street Reconstruction and Extension Project. It is attached as **Attachment D**. It separates out the Hank Aaron CMAQ project that may be let with, but is not part of this **First**

**Revised** Project Grant Agreement. This new City estimate shows that the funds remaining under this **First Revised** Project Grant Agreement are limited to \$7.5 million, as the design funds have already been used.

This **First Revised** Project Grant agreement is also subject to the “Additional Terms and Conditions” that were attached to the original grant agreement and are attached hereto for convenience as **ATTACHMENT E**.

This **First Revised** Project Grant Agreement is hereby accepted and agreed to by the undersigned under proper authority to enter into this agreement for the City of Milwaukee and upon acceptance by WISDOT shall constitute a binding agreement between the City of Milwaukee and WISDOT.

The City of Milwaukee and the State of Wisconsin Department of Transportation hereby agree to this **First Revised** Project Grant Agreement, including all attachments, for reconstruction of West Canal Street (North 25<sup>th</sup> Street to North 6<sup>th</sup> Street) in the City of Milwaukee to serve as a transportation corridor for the purpose of mitigating traffic associated with the reconstruction of the Marquette Interchange and the extension of West Canal Street from USH 41 at Miller Park to North 25<sup>th</sup> Street to serve the same purpose.

Signed for and agreed to on behalf of the City of Milwaukee:

Commissioner of Public Works

Name	Title	Date
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Signed for and agreed to on behalf of the State of Wisconsin Department of Transportation:

Name	Title	Date
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James S. Thiel	General Counsel	Date
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This agreement is accepted as being conceptually eligible for partial federal-aid funding by the Federal Highway Administration. Authorization will be contingent on satisfactory completion of the NEPA and SIP/STIP processes.

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Name	Title	Date
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**ATTACHMENTS:**

- A** - "2001 West Canal Street Statutes and Session Laws and Appropriation Schedules Through February 1, 2002"
- B** - City of Milwaukee Common Council Resolution File No. 020228 certified August 12, 2002
- B - 2004** - City of Milwaukee Common Council Resolution \_\_\_\_\_
- C** - Changes enacted by 2003 Wisconsin Act 33
- D** - Revised Canal Street Reconstruction and Extension Estimate of December 30, 2003
- E** - "Additional Terms and Conditions"