



**1<sup>st</sup> REVISION**  
**STATE/MUNICIPAL AGREEMENT**  
**FOR A STATE- LET HIGHWAY**  
**PROJECT**

*This agreement supercedes the agreement signed by the Municipality on November 28, 2011 and signed by DOT on December 22, 2011*

Revised Date: August 29, 2012  
 Date: September 19 2011  
 I.D.: 2060-00-06/26/76/9x  
 Road Name: STH 38  
 Limits: E Ohio Ave to E Lincoln Ave  
 County: Milwaukee  
 Roadway Length: 1.37 Miles

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:** Improvement

**Proposed Improvement - Nature of work:** As determined by project scoping.

**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		\$ 1,439,424	\$ 1,079,568	75%	\$ 359,856	25%
State Review		\$ 215,914	\$ 161,935	75%	\$ 53,978	25%
Real Estate Acquisition:						
Acquisition		\$ 268,000	\$ 268,000	100%	\$ -	0%
Compensable Utilities		\$ 20,000	\$ 20,000	100%	\$ -	0%
Construction:						
Participating		\$ 3,660,100	\$ 3,660,100	100%	\$ -	0%
Parking	1	\$ 5,290,200	\$ 4,888,145	92.4%	\$ 402,055	7.6%
CSS	2	\$ 305,000	\$ 305,000	MAX	\$ -	BAL
Signs & Signals, LFA		\$ 140,000	\$ 140,000	100%	\$ -	0%
Replacement Lighting, LFA		\$ 200,860	\$ 200,860	100%	\$ -	0%
Non-Participating		\$ 25,000	\$ -	0%	\$ 25,000	100%
<b>Total Cost Distribution</b>		<b>\$ 11,564,498</b>	<b>\$ 10,723,608</b>		<b>\$ 840,890</b>	

1 Participation for parking is an estimate, the actual percent will be calculated when final plans are complete. Changes to the parking percentage noted in the above chart, require a letter of request from the Municipality. Upon acceptance of the percent changes, the State will send a concurrence letter

2 Community Sensitive Solutions (CSS) - maximum State/Federal funds \$305,000, any amount that exceeds this maximum is to be funded with 100% Municipal funds.

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	Date
Signed for and in behalf of the <b>City of Milwaukee</b> (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	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.
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) Parking lane costs.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - (h) Conditioning, if required and maintenance of detour routes.
  - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
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) Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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 projects.
9. Basis for local participation:
- (a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal
  - (b) Funding for real estate required for standard roadway construction, 100% State
  - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
  - (d) Funding for construction of standard roadway items – 100% State.
  - (e) Funding for parking lanes 100% Municipal. Parking lanes are calculated as a percentage of parking area compared to the total area of pavement. Parking percentage applies only to pavement items
  - f) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$305,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS funds have been inflated to 2017 dollars
  - g) Funding for non-participating items 100% Municipality.

[END]