

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

Date: June 23, 2005

ID: 2984-75-08/78

Description: **LED Retrofit Project
City Street locations**

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 number of accidents attributed to poor visibility of traffic signal heads.

Proposed Improvement - Nature of work:

Install LED traffic signal heads at 124 specified intersections (See Attachment A) to improve visibility.

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 *	\$75,000	\$67,500	90%	\$7,500	10%
Construction*	\$675,000	\$607,500	90%	\$67,500	10%
Total Cost Distribution*	\$750,000	\$675,000		\$75,000	

**** The federal participation shall be limited to \$67,500 for design and \$607,500 for construction. Costs in excess of this amount shall be your responsibility.**

This request is subject to the terms and conditions that follow (pages 3 and 4) 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
Signature (Comptroller)	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

**Attachment A
City Street Locations – LED Retrofit – HES Grant #2**

Revised 6/29/05

1. Atkinson & 12th
2. Atkinson & 7th
3. Atkinson & Teutonia
4. Becher & 16th
5. Becher & 1st
6. Becher & 35th
7. Becher & 4th
8. Becher & 5th
9. Becher & Forest Home & 20th
10. Becher & Layton Blvd
11. Becher & Muskego
12. Becher & Windlake
13. Beloit & Morgan & 100th
14. Bolivar & 6th
15. Bradley & 91st
16. Broadway & Juneau
17. Burnham & 16th
18. Burnham & 35th
19. Burnham & Layton Blvd
20. Burnham & Muskego
21. Cesar Chavez & Greenfield & Muskego
22. Cesar Chavez & Lapham
23. Cesar Chavez & Mitchell
24. Cesar Chavez & Pierce
25. Cesar Chavez & Scott
26. Cesar Chavez & Washington
27. Cleveland & 13th
28. Cleveland & 16th
29. Cleveland & 20th
30. Cleveland & 43rd
31. Cleveland & 60th
32. Clybourn & Jackson
33. Clybourn & Van Buren & I-794 off ramp
34. Clybourn & Water
35. Coldspring & 60th
36. Congress & 60th
37. Emmer Lane Ramp & 16th
38. Florist & Teutonia
39. Forest Home & 13th
40. Forest Home & 16th
41. Forest Home & Lincoln
42. Good Hope & 107th
43. Grange & 6th
44. Greenfield & 11th
45. Greenfield & 21st
46. Greenfield & 2nd
47. Greenfield & 31st
48. Greenfield & 35th
49. Greenfield & 4th
50. Greenfield & 5th
51. Greenfield & Layton Blvd
52. Hampton & 32nd
53. Hampton & 37th
54. Hampton & 51st
55. Hampton & 60th
56. Hampton & 68th
57. Hampton & 92nd
58. Hampton & Hopkins
59. Hampton & Sherman
60. Hartford & Maryland
61. Hartford & Oakland
62. Hawley & Main
63. Hawley & Wisconsin
64. Heather & 91st
65. Hopkins & 27th
66. Howard & 20th
67. Howard & 60th
68. Jackson & Juneau
69. Jackson & Mason
70. Jackson & Wisconsin
71. James Lovell & Michigan
72. James Lovell & Wisconsin
73. Juneau & Old World 3rd
74. Juneau & Van Buren
75. Juneau & Water
76. Keefe & 3rd
77. Keefe & 7th
78. Kilbourn & Van Buren
79. Kilbourn & Water
80. Lapham & Layton
81. Layton & 6th
82. Layton & 20th
83. Layton Blvd & Lincoln
84. Layton Blvd & Mitchell
85. Lincoln & 13th
86. Lincoln & 20th
87. Lincoln & 35th
88. Lincoln & Windlake
89. Mason & Van Buren
90. Michigan & 35th
91. Michigan & Plankinton
92. Michigan & Water
93. Mill & 60th
94. Mill & Teutonia
95. Mitchell & 11th
96. Mitchell & 35th
97. Mitchell & 7th
98. Morgan & 13th
99. Morgan & 16th
100. Morgan & 20th
101. Oklahoma & 13th
102. Oklahoma & 16th
103. Oklahoma & 20th
104. Oklahoma & 35th
105. Oklahoma & 43rd
106. Oklahoma & 68th
107. Park Hill (North) & 35th
108. Park Hill (South) & 35th
109. Sherman & Villard
110. St. Paul & 25th
111. St. Paul & 35th
112. St. Paul & Water
113. Townsend & 27th
114. Townsend & 35th
115. Van Buren & Wisconsin
116. Villard & 35th
117. Villard & 60th
118. Villard & 68th
119. Vliet & 35th
120. Wisconsin & 17th
121. Wisconsin & 2nd
122. Wisconsin & 6th
123. Wisconsin & 8th
124. Water & Wisconsin

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 (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, 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, *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.

(End of Document)