



3rd Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on October 5, 2023 and signed by the State on October 6, 2023.

Revised Date: January 3, 2024
Date: August 24, 2017, May 10, 2023, August 17, 2023
I.D.:2225-15-00/70/90/91
Road Name: N LAKE DR (STH 32)
Title: C MILWAUKEE, N LAKE DR
Limits: NEWBERRY BLVD TO EDGEWOOD AVE
County: Milwaukee
Roadway Length: 0.85 miles

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 affect 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 on a connecting highway.

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). Manhole adjustments, temporary lighting, landscaping, flexible or rigid delineators, bike pavement marking, CUC, ladder crosswalks markings

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering:					
Plan Development	\$ 886,000	\$ 664,500	75%	\$ 221,500	25%
State review	\$ 178,000	\$ 133,500	75%	\$ 44,500	25%
Real Estate Acquisition:					
Acquisition		\$ -	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
'Construction: (70)					
Participating	\$ 3,707,500	\$ 3,707,500	100%	\$ -	0%
Paving Items(incl Parking) sidewalk	\$ 2,935,000	\$ 2,556,385	87.1%	\$ 378,615	12.9%
Decorative Lighting	\$ 415,000	\$ 166,000	40.0%	\$ 249,000	60.0%
Non-Participating	\$ 1,830,000	\$ 1,830,000	100%	\$ -	0%
Mitigation: (90)					
Electrical Service Relocation	\$ 31,149.08	\$ 31,149.08	100%	\$ -	0%
Procurement: (91)					
Signal equipment	\$ 40,000.00	\$ 40,000.00	100%	\$ -	0%
Total Cost Distribution	\$ 11,382,649.08	\$ 9,129,034.08		\$ 2,253,615	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [5]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial 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 Financial Agreement.

Signed for and in behalf of the City of Milwaukee (please sign in blue ink)	
Name (print)	Title Commissioner
Signature	Date
Name (print)	Title Comptroller
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds 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, which shows 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 General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. 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 structure 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, CUC 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 at locations agreeable by both parties. Alteration may include salvaging and replacement of existing components.
3. 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, CUC 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 CUC, and water main.
 - (e) 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, CUC 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.

- (f) Parking lane costs.
 - (g) 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.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (k) Materials and Construction of temporary street lighting.
 - (l) High visibility crosswalk pavement marking at non-signalized intersections.
 - (m) Planting, watering, landscape planting surveillance and care cycles of trees.
 - (n) Flexible or rigid delineators materials and installation for separating bike lanes.
 - (o) Bike lane pavement markings.
 - (p) Replacement of existing sidewalks not necessitated by curb ramp improvements.
4. 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.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a 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.
8. Basis for local participation:
- (a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal based on the Department's policy for connecting highways.
 - (b) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (c) Funding for construction of standard roadway items – 100% State.
 - (d) Funding for parking lanes 100% Municipal. Parking costs are included with paving costs, with parking lanes calculated as a percentage of parking area compared to the total area of pavement. For this project, 12.9% of the overall paving costs were determined to be parking related. These parking costs are apportioned to the City of Milwaukee based on the amount of parking within the city.
 - (e) Funding for sidewalk installation 40% State, 60% Municipal.
 - (f) Funding for decorative lighting 100% State. Decorative lighting is replaced in kind based on adverse effect under section 106.
 - (g) Funding for non-participating items including temporary lighting, landscaping, flexible or rigid delineators, bike pavement marking, manhole adjustments, CUC, ladder crosswalks markings, 100% Municipality.

- (h) Municipality agrees to complete a Pilot Project Summary for the installation of the multi-modal geometrics that are included in the project that are not in WisDOT's current Facilities Development Manual. This approval is given for this project only.
- (i) Funding for electrical service relocation, 100% State., electrical services unit will be impacted by construction and this move is required prior to roadway work to keep signals operational and prevent a wide area outage.
- (j) Funding for signal equipment procurement, 100% State. Procurement of signal equipment prior to LET to ensure equipment is available before construction season ends.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.