



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Jim Doyle, Governor  
Frank J. Busalacchi, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662  
E-Mail: [waukesha.dtd@dot.state.wi.us](mailto:waukesha.dtd@dot.state.wi.us)

December 5, 2005

Mr. Jeffrey S. Polenske, P.E.  
City Engineer  
841 North Broadway, Room 701  
Milwaukee, WI 53202

Dear Mr. Polenske:

SUBJECT: STP-U Program Agreement (Revised)  
ID: 2540-00-00/50/70/90  
North 91st Street  
(West Flagg Avenue to West Mill Road)  
Milwaukee County

The scope of this project was changed from rehabilitation to reconstruction. This revised agreement includes an additional \$150,000 for the railroad work and updates the construction estimate from \$1,009,700 to \$1,896,700. This revised agreement replaces the previous agreement dated November 5, 2001.

Enclosed are three copies of the Revised Project Agreement. Please review and return **two** signed copies of the revised Agreement. A third copy has been provided for your records. Please note that authorization for the railroad work will not be requested until the signed revised Agreement has been received and fully executed by the State. Costs incurred prior to authorization are not reimbursable.

This revised project agreement reflects an 80% federal/20% local cost share of the updated total cost, estimated at \$2,204,700. The Federal portion of the funding is estimated at \$1,763,760. In an effort to stabilize the Local Program, project costs in excess of this amount may be your responsibility. The Project Agreement is your agency's firm commitment to provide its share of the funding.

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: Kathy Labisch, WisDOT

Enclosures

**REVISED STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT  
(Replaces previous agreement dated November 5, 2001)**

Date: December 5, 2005  
 ID: 2540-00-00/50/70/90  
 Highway: North 91<sup>st</sup> Street (LOC STR)  
 Limits: West Flagg Avenue to West Mill Road

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:**

North 91<sup>st</sup> Street Between West Flagg Avenue and West Mill Road is in poor condition and is in need of rehabilitation/reconstruction. The non-destructive testing conducted in June of 1997 indicates moderate faulting or settlement along with regular corner breaks, spalling and transverse cracking.

**Proposed Improvement - Nature of work:**

Roadway reconstruction.

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 (-00)	\$158,000	\$126,400	80%	\$31,600	20%
Rail Road (-50)	\$150,000	\$120,000	80%	\$30,000	20%
Construction (-70)	\$1,834,700	\$1,467,760	80%	\$366,940	20%
Signals (-90)	\$62,000	\$49,600	80%	\$12,400	20%
<b>Total Cost Distribution</b>	<b>\$2,204,700</b>	<b>\$1,763,760</b>		<b>\$440,940</b>	

This request is subject to the terms and conditions that follow (pages 3 through 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. Total project estimate to date is \$2,204,700

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-

## 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. Municipality's funding is dependent upon Common Council approval up to 10% over the amounts indicated for municipal participation in this Agreement. Should additional funding be required from the city, the Department of Public Works agrees to seek such approval and funding from the Common Council in good faith, except in emergency situations that arise during construction such that approval would delay the progress of construction. In such emergency situations, the State shall notify the municipality of the emergency and cost thereof, for concurrence to continue construction. Thereafter, additional funding approval will be obtained from the Common Council for this emergency work as soon as possible.
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. In order to guarantee the Municipality's reimbursement of these costs, the Municipality, through its undersigned duly authorized officers or officials hereby agrees and fully authorizes the State to set off and withhold these costs otherwise due and payable by State to the Municipality from any future General Transportation Aids payments to the Municipality.
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: 80% Federal; balance by Municipality, as specified in Surface Transportation Program—Urban (STP-U) regulations.

(End of Document)