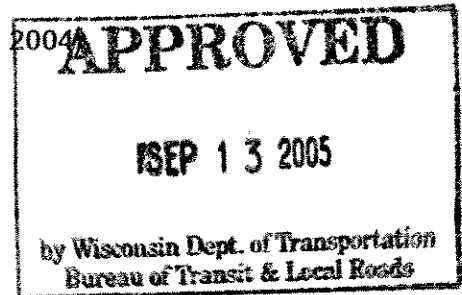


**REVISED STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT**
(Replaces previous agreement dated April 20, 2004)



Date: May 19, 2005
 ID: 2661-01-00/70/90
 Highway: South Clement Avenue (LOC STR)
 Limits: South Whitnall Avenue to East Howard Avenue
 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:

Roadway is in poor condition. Joints are faulted or cracked throughout majority of the project length. Pavement is spalling throughout. Poor ride quality.

Proposed Improvement - Nature of work:

Resurface roadway. Traffic signals and Signing improvements also proposed.

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	\$121,200	\$96,960	80%	\$24,240	20%
Design State Review	\$24,240	\$19,392	80%	\$4,848	20%
Traffic Control Devices	\$50,000	\$40,000	80%	\$10,000	20%
Construction	\$793,360	\$634,688	80%	\$158,672	20%
Total Cost Distribution	\$988,800	\$791,040		\$197,760	

This request is subject to the terms and conditions that follow (pages 2 and 3) 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 <i>James P. Panko</i>	Title Commissioner of Public Works
Name (Written Clearly) Jeffrey J. Mantes	Date 8/10/05
Signature (Comptroller) <i>Michael J. Mantes</i>	Title DEPUTY Comptroller
Name (Written Clearly) W. Martin Morics	Date AUG 12 2005

-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.
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: 80% Federal; balance by Municipality, as specified in Surface Transportation Program—Urban (STP-U) regulations.

(End of Document)

PROJECT I.D. 2661-01-00, 70
SOUTH CLEMENT AVENUE
SOUTH WHITNALL AVENUE TO EAST HOWARD AVENUE

**COST SHARING AGREEMENT
BETWEEN
THE CITY OF MILWAUKEE AND THE CITY OF ST. FRANCIS**

1. The City of St. Francis will pay its share of the preliminary engineering costs, defined as all engineering work performed prior to the actual commencement of construction, for the subject project at the written request of the City of Milwaukee, which, as the lead agency in the billing process, will review the Local Accounts Receivable Report (LARR), prepared and distributed by the Wisconsin Department of Transportation (WISDOT), and bill the City of St. Francis based on such LARR as the project progresses. Each community's share for design and construction shall be based on the cost to reconstruct the agreed road segment that is located within the respective community's municipal boundaries as a portion of the cost of the entire project, calculated using current project estimates. Using this method, the City of St. Francis' share of the local amount due is presently calculated as approximately 54%, even though only 46% of the project's area lies within the City of St. Francis. This is due to a significant amount of new sidewalk construction proposed within the City of St. Francis.
2. There shall be a later reconciliation of the amount billed to the City of St. Francis under paragraph 1 above, as follows. The final preliminary engineering costs for each municipality will be calculated by prorating the actual preliminary engineering expenditures using the final construction costs within each municipality as the percentage of proration. If the City of St. Francis' actual share is less than the paid amount, the difference will be refunded to the City of St. Francis; if the City of St. Francis' share is greater than the amount paid, the City of St. Francis will make additional payments to cover the balance of their share.
3. The City of St. Francis will pay its share of construction engineering and construction costs for the subject project at the written request of the City of Milwaukee, who, as the lead agency in the billing process, will review the LARR, prepared by the WISDOT, and bill the City of St. Francis accordingly as the project progresses. Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality. The estimated share of the construction costs for the City of St. Francis is 54%. An actual percentage will be calculated when final costs are received from WISDOT.
4. The final roadway construction costs for each municipality will be determined based on actual measured quantities within each respective municipality and the prorating of the lump sum items, if applicable.
5. The City of Milwaukee agrees to consult with and seek concurrence with the City of St. Francis during the project design process and plan preparation for the improvement. The City of Milwaukee agrees to consult and seek concurrence with the City of St. Francis

regarding any field change orders that would result in additional construction costs after the project has been awarded.

6. Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as the percentage of proration, in the same fashion as were apportioned in paragraph 1 above.
7. A final reconciliation using actual roadway construction and construction engineering costs shall be undertaken in the same fashion as in paragraph 2 above. If, as a result of such reconciliation, the City of St. Francis' actual share for roadway construction and construction engineering is less than the paid amount, the difference will be refunded to the City of St. Francis, or if the City of St. Francis' share is greater than the paid amount, the City of St. Francis will remit additional funds to cover the balance of its share.
8. Cost sharing for maintenance of roadway related drainage items (mainline sewer, laterals, and other appurtenances) will be subject to a separate agreement to be determined and entered into upon a mutually agreeable design, if applicable.
9. Cost sharing for maintenance of street lighting items, traffic signalization work items, and roadway maintenance will be subject to separate agreements to be determined and entered into upon a mutually agreeable design, as necessary.
10. The costs of any additional or unforeseen items not covered in the above will be paid by the municipality in which the additional or unforeseen item occurs.

Accepted by:

CITY OF MILWAUKEE

CITY OF ST. FRANCIS

Commissioner of Public Works

Date

Date

Date

Date