



1st Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supercedes the agreement signed by the Municipality on December 7, 2022 and signed by DOT on December 14, 2022

Revised Date: February 22, 2024
Date: October 13, 2022
I.D.: 2030-10-01/21/22/71
Road Name: STH 100
Title: N MAYFAIR RD/N LOVERS LN
Limits: W BURLEIGH ST TO W SILVER SPRING DR
County: Milwaukee
Roadway Length: 2.89 Miles

The signatory **City of Wauwatosa**, 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

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		\$ 1,435,500	\$ 1,435,500	100%	\$ -	0%
Real Estate Acquisition:						
Acquisition for roadway (21 ID)		\$ 140,000	\$ 140,000	100%	\$ -	0%
Acquisition for sidewalk (22 ID)		\$ 90,000	\$ -	0%	\$ 90,000	100%
Compensable Utilities		\$ -	\$ -	100%	\$ -	0%
¹ Construction:						
Participating		\$ 11,795,100	\$ 11,795,100	100%	\$ -	0%
Structures B40-1029 & 1030		\$ 6,125,500	\$ 5,904,982	96.4%	\$ 220,518	3.6%
Sidewalk		\$ 330,000	\$ 158,400	48%	\$ 171,600	52%
¹ Nonparticipating:						
Roadway		\$ 120,000	\$ -	0%	\$ 120,000	100%
Retaining walls (R729 & 730)		\$ 590,600	\$ -	0%	\$ 590,600	100%
Retaining walls (R731 & 732)		\$ 490,100	\$ -	0%	\$ 490,100	100%
Structure aesthetics		\$ 105,000		0%	\$ 105,000	100%
Utilites (Water Works)		\$ 10,000	\$ -	0%	\$ 10,000	100%
Utilites (Sanitary Sewer)		\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution		\$ 21,236,800	\$ 19,433,982		\$ 1,802,818	
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] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement 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 Wauwatosa (please sign in blue ink)			
Name (print)	Dennis R McBride	Title	Mayor
Signature		Date	
Name (print)	Steven A Braatz, Jr	Title	City Clerk
Signature		Date	
Name (print)	John Ruggini	Title: Finance Director	

Signature	Date
Approved as to form and execution	
Name (print) Alan Kesner	Title City Attorney
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 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.
- 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, 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) 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.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- 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, in cooperation with the State, assist with public relations for the project and 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.
- 8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% Federal/State
 - (b) Funding for real estate required for standard roadway construction, 100% State.
 - (c) Funding for real estate for sidewalk installation along STH 100 and STH 190 100% Municipal
 - (d) Funding for construction of standard roadway items – 100% Federal/State.
 - (e) Funding for structures B40-1029 and B40-1030, 96.4% Federal/State and 3.6% Municipal. Costs for an additional 12 feet of structure and 3 feet of sidewalk needed to accommodate the Oak Leaf Trail Path under the structure are 100% Municipal costs and calculated to 3.6% of the total structure costs.
 - (f) Funding for new sidewalk, 48% Federal/State 52% Municipal. Sidewalk cost share is made up of the following segments as depicted in Exhibit 1 on page 6:

- a. Resurface portion south of the bridge on the STH 100 project 80% Federal State 20% Municipal

for standard 5' walk, and 100% Municipal for the additional 3' walk. (Zone 1)

- b. Reconstruction portion on STH 100 and along STH 190 100% Federal/State of standard 5' walk, and 100% Municipal for the additional 3' walk. (Zone 2)
 - c. Resurfacing portion north of the bridge on STH 100 is 100% Municipal for 8' walk. (Zone 3)
 - d. Capitol Dr under ID 2025-20-00 included with this project and approved by OAPM at the March 9th, 2021, meeting 100% Federal/State of standard 5' walk, and 100% Municipal for the additional 3' walk. (Zone 4)
- (g) Funding for non-participating items 100% Municipality. Items included as non-participating include: Fencing, pedestrian curb at the soldier pile walls and the sidewalk in zone 3, Multi-use path, roadway lighting outside of the bridge needs, retaining walls R04-729 and R40-730 needed for the multi-use trail, Soldier pile retaining walls R40-731 and R40-732 required to protect trees for the County Park, structure aesthetics, and Sanitary Sewer adjustments.

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.