

26.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2008-0150      Resolution      In Committee

Resolution Authorizing and Directing the City Engineer to Enter Into a State/Municipal Agreement for a Highway Improvement Project with the Wisconsin Department of Transportation for the Design, Construction and Other Related Work for the Reconstruction of S. 76 Street from W. Pierce Street to W. Greenfield Avenue.

Introduced: 6/17/2008

Controlling Body: Public Works Committee

Sponsor(s): Public Works Committee

### COMMITTEE RECOMMENDATION Approve

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>6-17-08</u>			Barczak	✓			
			Czaplewski	✓			
			Kopplin				
			Lajsic				
			Narlock				
			Reinke				
		✓	Roadt	✓			
	✓		Sengstock	✓			
			Vitale				
			Weigel				✓
			TOTAL	<u>4</u>			<u>1</u>

### SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

**ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>JUN 17 2008</u>	✓		Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
		✓	Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel				✓
			TOTAL	<u>9</u>			<u>1</u>

mile lewrs

## STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

**ADMINISTRATION & FINANCE**

Chair: Kurt E. Kopplin  
Vice-Chair: Vincent Vitale  
Thomas G. Lajsic  
Richard F. Narlock  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Gary T. Barczak  
Vice-Chair: Martin J. Weigel  
Michael J. Czaplewski  
Daniel J. Roadt  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Richard F. Narlock  
Kurt E. Kopplin  
Rosalie L. Reinke  
Vincent Vitale

**LICENSE & HEALTH**

Chair: Michael J. Czaplewski  
Vice-Chair: James W. Sengstock  
Gary T. Barczak  
Daniel J. Roadt  
Martin J. Weigel

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Daniel J. Roadt  
Kurt E. Kopplin  
Richard F. Narlock  
Vincent Vitale



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2008-0150**

**Final Action:**

**Sponsor(s):** Public Works Committee

**JUN 17 2008**

Resolution Authorizing and Directing the City Engineer to Enter Into a State/Municipal Agreement for a Highway Improvement Project with the Wisconsin Department of Transportation for the Design, Construction and Other Related Work for the Reconstruction of S. 76 Street from W. Pierce Street to W. Greenfield Avenue.

WHEREAS, S. 76 Street from W. Pierce Street to W. Greenfield Avenue is in very poor condition with the pavement experiencing extensive cracking and heaving along with the concrete pavement deteriorating at the joints; and

WHEREAS, the Engineering Department applied for and the WisDOT has notified the City that this project has been selected for inclusion in the STP-M Program for funding; and,

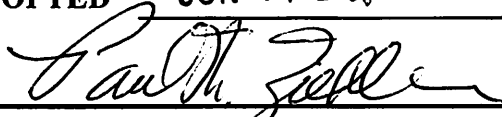
WHEREAS, the State/Municipal Agreement includes the following major items; preliminary engineering and WisDOT review services, final engineering and plan & specification preparation, roadway resurfacing and construction engineering and storm sewer mains, storm sewer catch basins and sidewalks; and,


WHEREAS, costs related to new or relay of private and public underground utilities will be determined at a later date and are not eligible for funding under WisDOT rules and regulations, but are a part of the overall project.

NOW, THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the City Engineer be and is hereby authorized and directed to enter into an agreement with the WisDOT for the Project (State ID 2160-14-00/70), a copy of the State/Municipal Agreement is attached hereto and by reference made a part hereof.

BE IT FURTHER RESOLVED that the total eligible estimated project cost is \$930,000 of which \$744,000 is the Federal/State share and the remaining \$186,000 is the local share (80%-20%). It is understood that West Allis will pay to the State all costs incurred by the State in connection with this project, which exceed the Federal/State financing commitments, or are ineligible for Federal/State financing.

BE IT FURTHER RESOLVED that the City Engineer forward a certified copy of this Resolution, together with the executed State/Municipal Agreement, to the office of the WisDOT and take whatever further action is required to initiate and effect the street improvement.

ADOPTED JUN 17 2008  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 6/20/08  
  
Dan Devine, Mayor

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

Date: May 30, 2008  
 ID: 2160-14-00/70  
 Highway: S. 76<sup>th</sup> Street  
 Limits: W. Greenfield Avenue to W. Pierce Street  
 Route: Local Street  
 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:**

*Pavement is in poor condition and is at the end of its useful life.*

**Proposed Improvement - Nature of work:**

*Resurface roadway without added capacity.*

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:

Estimated Cost					
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (-00)	\$105,000	\$84,000	80%	\$21,000	20%
State Review (-00)	\$20,000	\$16,000	80%	\$4,000	20%
Construction (-70)	\$805,000	\$644,000	80%	\$161,000	20%
<b>Total Cost Distribution *</b>	<b>\$930,000</b>	<b>\$744,000</b>		<b>\$186,000</b>	

\* Federal participation in this project is limited to \$744,000. Costs in excess of this amount shall be the responsibility of the municipality.

This request is subject to the terms and conditions that follow (pages 2 through 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 the City of West Allis:	
Signature	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.
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. **Federal participation in this project is limited to \$744,000. Costs in excess of this amount shall be the responsibility of the municipality.**
10. 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 any moneys otherwise due and payable by the State to the Municipality.

(End of Document)

#26

*Project  
Fik*

**Please send an executed copy to  
the Clerk's Office with this note  
attached.**

**Thank you.**

**Res. No.** R-2008-0150  
**Date Adopted** 10/17/08



RECEIVED

SEP 08 2008

CITY OF WEST ALLIS  
ENGINEERING DEPT.

STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT

Date: May 30, 2008  
ID: 2160-14-00/70  
Highway: S. 76<sup>th</sup> Street  
Limits: W. Greenfield Avenue to W. Pierce Street  
Route: Local Street  
County: Milwaukee

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Signed for and on behalf of the City of West Allis:	
Signature 	Title <i>City Engineer</i>
Name (Written Clearly) <i>Michael G. Lewis</i>	Date <i>6/18/2008</i>

-Terms and Conditions Begin on the Next Page-

**APPROVED**

SEP 05 2008

by Wisconsin Dept. of Transportation  
Bureau of Transit & Local Roads

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(End of Document)