



**[#2] REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

[This agreement supersedes the agreement signed by the Municipality on January 16, 2013 and signed by DOT on January 22, 2013.]

Revised Date: October 14, 2015

Date: April 1, 2010

I.D.: 7575-08-02/22/72

Road Name: Cass St., City of La Crosse, STH 16

Limits: 4th Street to 7th Street

County: La Crosse

Roadway Length: 0.261 Miles

The signatory City of La Crosse, 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: Existing concrete pavement has been patched and overlaid to maintain condition, but still have numerous cracks and potholes due to end of service life.

Proposed Improvement - Nature of work: Replace existing concrete pavement, curb & gutter, sidewalk and place new subgrade substructure to support roadway. Place a round-about connecting the offsetting 7th street roadway.

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: The municipality has expressed the need for upgrading sanitary sewer, water lines, lighting and adjusting manholes, water valves and fire hydrants. The design and construction of the non-participating work is 100% funded by the Municipality. Funding for aesthetics (CSS) exceeding the capped amount is 100% responsibility of the Municipality.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering (7575-08-02): Plan Development	\$ 198,000	\$ 148,500	75%	\$ 49,500	25%
Real Estate Acquisition: Acquisition (7575-08-22): Compensable Utilities	\$ 899,000 \$ -	\$ 899,000 \$ -	100%	\$ - \$ -	0%
Construction (7575-08-72): Participating ¹ Roadway (10) New Lighting (20) Decorative Lighting Portion ² CSS ³ (30) HSIP (5th Ave. Int.) (40)	\$ 782,800 \$ 122,000 \$ 157,500 \$ 69,500 \$ 850,700	\$ 782,800 \$ 122,000 \$ - \$ 69,500 \$ 850,700	100% 100% 0% MAX 100%	\$ - \$ - \$ 157,500 \$ - \$ -	0% 0% 100% +BAL 0%
Non-Participating ⁴ (7575-08-73) Sanitary Sewer & Water Main (10)	\$ 496,500	\$ -	0%	\$ 496,500	100%
Total Cost Distribution	\$ 3,576,000	\$ 2,872,500		\$ 703,500	

Notes:

¹Participating construction estimate has a delivery cost of 14% added.

²The decorative portion of the new lighting is eligible for Community Sensitive Solutions (CSS) funding.

³Community Sensitive Solutions (CSS) funding is optional Federal/State funding available to the Municipality for enhancing construction projects by integrating them into the community. CSS items must be approved by the State and shall be attributable to LET bid items through the State Project. Federal/State CSS funding is capped at \$69,500. All CSS costs (including inflation and delivery) exceeding \$69,500 are the responsibility of the Municipality.

⁴Non-participating estimated item costs have a delivery costs of 1% added.

This request is subject to the terms and conditions that follow (pages 2 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

Signed for and in behalf of the City of La Crosse (please sign in blue ink)		01/20/2016
Name <i>Tristhy Kehl</i>	Title MAYOR	Date 10/20/2015
Signed for and in behalf of the State (please sign in blue ink)		1/20/16
Name <i>Gene Lehrke</i>	Title <i>City Clerk</i>	Date 10/20/15
<i>Stephen Hottel</i>	<i>Planning Chief</i>	2/11/16

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed 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 any moneys otherwise due and payable by the State to the Municipality.
3. 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 bridge 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.
4. 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) Parking lane costs.

- (f) 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.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
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 the project, it shall reimburse the State for any costs incurred by the State in 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 shall 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 shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate and prohibit, by ordinance, parking at all times on Cass Street between Fourth(4th) Street and Seventh(7th) Street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) 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.
 - (i) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (j) Coordinate with the State on changes to highway access within the project limits.
 - (k) 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.
 9. Basis for local participation:
 - (a) Design Engineering (7575-08-02)

The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway. The Municipality may be responsible for the design of decorative lighting and other enhancement items.

(b) Real Estate Acquisition (7575-08-22)

All real estate acquisitions necessitated by the roadway improvement are 100% eligible for Federal/State funding. The State will reimburse the Municipality for real estate and all eligible acquisition costs necessitated by the roadway construction if the real estate is being acquired where roadway improvements are needed. Costs not eligible for State reimbursement include real estate purchased for parking and excess remnants not associated with the roadway project.

(c) Roadway Construction (7575-08-72)

- a. Lighting: Replacement or salvaged street lighting necessitated by the roadway construction is 100% eligible for Federal/State funding.

New continuous street lighting designed to accepted WisDOT standards and installed at time of construction is 100% eligible for Federal/State funding. The Municipality may request decorative lighting in place of standard lighting; however the State will only participate in the 100% of the standard lighting cost. The decorative items are eligible for CSS funding. All future maintenance and operation costs of the continuous street lighting are the responsibility of the Municipality.

- b. CSS: The CSS funding is 100% Federal/State with a maximum of \$69,500. The Municipality will be responsible for 100% of the costs of the aesthetic items over the Federal/State maximum. All CSS related aesthetic treatment must be finalized six(6) months prior to the PS&E date.
- c. HSIP (Highway Safety Improvement Project): The 5th Ave. intersection portion of the project is a HSIP. All construction costs related to the 5th Ave. intersection portion is 100% eligible for Federal/State funding. Decorative lighting and non-participating items in 5th Ave. intersection portion of the project are not eligible for Federal/State funding.

(d) Non-Participating (7575-08-73):

The Municipality shall pay 100% of the cost of installing or adjusting water and sewer systems including manhole and valve adjustments. These costs are not eligible for Federal/State funding.

[END]

