



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET HIGHWAY  
PROJECT**

Date: July 1, 2015  
 I.D.: 1071-06-06  
 Road Name: La Crosse – Galesville  
 Limits: Livingston Street to W. George Street  
 County: La Crosse  
 Roadway Length: 0.65 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:** US 53 is a principal arterial that is adjacent to the Black River from Livingston Street to the West George Street Intersection. STH 35 is a minor arterial that intersects US 53 and goes to Cunningham Street. The roadway has deteriorated pavement, safety, and operational problems. These segments of US 53 and STH 35 are part of a larger project that is currently in the improvement program with other segments of the project already under construction. Design work was initiated in 2006 and the state hired a design consultant in 2011 to complete the design. A significant amount of public input and local coordination has taken place resulting in signed Environmental and Design Study Report documents and final plans being prepared. The Municipality has requested design modifications consistent with their 2015 city vision.

**Proposed Improvement - Nature of work:** At the Municipality’s request, the State will evaluate design modifications consistent with the 2015 city vision that meet the purpose and need of the project. All design costs associated with evaluating and implementing design modifications will be 100% funded by the Municipality.

**TABLE 1: SUMMARY OF COSTS 1071-06-06**

<b>Phase</b>	<b>Total Est. Cost</b>	<b>Federal/State Funds</b>	<b>%</b>	<b>Municipal Funds</b>	<b>%</b>
Design Engineering Non-Participating:					
Plan Development/Design Modifications*	\$ 250,000	\$ -	0%	\$ 250,000	100%
<b>Total Cost Distribution</b>	<b>\$ 250,000</b>	<b>\$ -</b>		<b>\$ 250,000</b>	

\* Costs incurred as part of the plan development and design modifications are 100% the responsibility of the Municipality. The cost shown on the table is an estimate and could increase or decrease dependent on the amount of work requested by the Municipality.

This request is subject to the terms and conditions that follow (page 2) 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 <b>City of La Crosse</b> (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

**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 the projects design engineering and state review services 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:
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 at its own cost and expense 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: The Municipality is responsible for 100% of the design modification costs incurred by the State. This includes but is not limited to a design contract amendment with the State’s design consultant and all State in-house design and review costs. The costs could increase or decrease dependent on the amount of work requested by the Municipality.

[END]