



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

Date: March 2, 2021
I.D.: 5250-06-02/ 03/ 72/ 73/ 74/ 75
Road Name: USH 53
Title: City of La Crosse, Third and Fourth Streets
Limits: Cass Street to 2nd Street
County: La Crosse
Roadway Length: 1.28 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 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: USH 53 SB (Third Street) is a two-lane one directional connecting highway with an urban cross section. There is intermittent parking from Cass Street to Badger Street.

USH 53 NB (Fourth Street) is a two-lane one directional connecting highway with an urban cross section. There is intermittent parking from Cass Street to Pine Street.

The pavements of both roadways are deteriorating with extensive patching, cracking, and rutting.

Proposed Improvement: Replace the existing pavement. Update curb ramps as needed to meet ADA compliance. The Municipality has requested that the left side parking lanes on both Third and Fourth Streets be converted to bicycle lanes.

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: Any water and/or sanitary sewer work, which includes design, construction, mobilization, oversight, and acceptance of work. Backfill and base course necessary for the replacement of the Municipality-owned utilities. Removal and replacement of sidewalk necessary for the replacement of the Municipality-owned utilities. Pavement utilized for parking.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: 5250-06-02 Plan Development: Third St	\$ 500,000	\$ 375,000	75%	\$ 125,000	25%
Preliminary Engineering: 5250-06-03 Plan Development: Fourth St	\$ 500,000	\$ 375,000	75%	\$ 125,000	25%
Real Estate Acquisition: Acquisition		\$ -	100%	\$ -	
Compensable Utilities	\$ -	\$ -	100%	\$ -	
¹ Construction: 5250-06-72 (Third St) Roadway	\$ 2,500,000	\$ 2,500,000	100%	\$ -	0%
Parking	\$ 70,000			\$ 70,000	100%
subtotal 5250-06-72:	\$ 2,570,000	\$ 2,500,000		\$ 70,000	
¹ Construction: 5250-06-73 (Fourth St) Roadway	\$ 2,500,000	\$ 2,500,000	100%	\$ -	0%
Parking	\$ 70,000			\$ 70,000	100%
subtotal 5250-06-73:	\$ 2,570,000	\$ 2,500,000		\$ 70,000	
² Non-Participating 5250-06-74 (3rd St) Sanitary Sewer Utility	\$ 710,000	\$ -	0%	\$ 710,000	100%
Water Main	\$ 810,000	\$ -	0%	\$ 810,000	100%
subtotal 5250-06-74:	\$ 1,520,000	\$ -		\$ 1,520,000	
² Non-Participating 5250-06-75 (4th St) Sanitary Sewer Utility	\$ 710,000	\$ -	0%	\$ 710,000	100%
Water Main	\$ 810,000	\$ -	0%	\$ 810,000	100%
subtotal 5250-06-75:	\$ 1,520,000	\$ -		\$ 1,520,000	
Total Cost Distribution	\$ 9,180,000	\$ 5,750,000		\$ 3,430,000	

Note: The dollar amounts shown in the above table are estimates.

¹Construction delivery costs of approximately 12% included for Road Construction Items.

²Construction delivery costs of approximately 1% included for Non-Participating Municipal Utilities.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State 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 La Crosse (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Steve Flottmeyer	Title WisDOT SouthWest 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.
 - (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 during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
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 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.

8. Basis for local participation:

(a) Design Engineering 5250-06-02 and 5250-06-03:

The Municipality is responsible for 25% of the preliminary roadway engineering costs for improvements on a Connecting Highway. The Municipality is responsible for the design of decorative street lighting or other enhancement items.

(b) Real Estate Acquisitions

All real estate acquisition costs necessitated by the roadway improvement project 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) Construction 5250-06-72 and 5250-06-73:

The construction estimate is preliminary for program scheduling only. As items are identified in the design phase that require cost participation or are ineligible for Federal/ State funding, this agreement will be amended to reflect those costs.

Construction costs necessitated by the roadway improvements, including bicycle lanes within the existing roadway width, are 100% eligible for Federal/ State funding.

In accordance with Wisconsin Statutes 86.32(4) and WisDOT policy, the Municipality is required to pay 100% of the construction costs for that part of the state trunk highway on which parking is permitted. Payment will be actual cost for the parking lane area and will be made by the Municipality at the time of construction.

(d) Non-Participating 5250-06-74 and 5250-06-75:

The construction estimate is preliminary for program scheduling only. The Municipality shall pay 100% of the cost of installing or adjusting water and sanitary sewer systems including manhole and valve adjustments. The Municipality is responsible for all construction costs associated with the utility project, including mobilization. The Municipality is responsible for 100% of the costs for backfill and base course necessary for the replacement or addition of the Municipality-owned utilities. The Municipality is responsible for the removal and replacement of sidewalk necessary for the replacement of the Municipality-owned utilities. These costs are not eligible for Federal/State funding.

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.