



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

Date: August 11, 2025
I.D.: 1641-03-07, 77
Road Name: USH 14
Title: C La Crosse, Mormon Coulee Road
Limits: Birch Street Intersection
County: La Crosse County
Roadway Length: 0.1 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 - Describe and give reason for request: The existing road is a connecting highway. USH 14, also known as Mormon Coulee Road, is a principal arterial with an urban section in the City of La Crosse. At the intersection with Birch Street, USH 14 is a four-lane divided highway with negatively offset left turn lanes. The intersection is controlled by traffic signals. Twenty-six crashes were reported at this intersection in the five-year analysis period, ten of which resulted in injury. Crashes typically involved left turn movements or failure to yield. This intersection ranked 24th in La Crosse County, by HSIP crash value, amongst all signalized intersections.

Proposed Improvement - Nature of work: Improve intersection safety. The department's preferred treatment is to install monotube traffic signals on all four legs. This will provide one signal head with retroreflective backplates for each lane. The left turn lanes on USH 14 will be improved to create a positive offset. These treatments target all twenty-six reported crashes. See HSIP application, approved 5/13/2025, for additional information.

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 is responsible for 100% of the design engineering costs including State oversight. The Municipality shall pay 100% of the cost of installing or adjusting water and sanitary sewer items including manhole cover and water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
1641-03-07 Preliminary Engineering: Plan Development	\$ 20,000	\$ -		\$ 20,000	100%
Real Estate Acquisition: Acquisition	\$ -	\$ -	100%	\$ -	
¹ Construction: 1641-03-77 Roadway	\$ 900,000	\$ 900,000	100%	\$ -	
Total Cost Distribution	\$ 920,000	\$ 900,000		\$ 20,000	

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages 2 – 5); 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. 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**

Name _____ Title _____

Signature _____ Date _____

Signed for and in behalf of the **State**

Name **Michelle Ellias** 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) Real Estate necessitated for the improvement.
 - (b) Compensable utility adjustment and railroad force work necessitated for the project.
 - (c) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (d) 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.
 - (e) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (f) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (g) Replacement of existing sidewalks necessitated by construction.
 - (h) Replacement of existing driveways, in kind, necessitated by the project.
 - (i) 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, 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) Preliminary Engineering and State Oversight (1641-03-07)

The Municipality is responsible for 100% of the design engineering costs including State oversight.

- (b) Real Estate Acquisition

- i. 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.
- ii. It shall be the responsibility of the Municipality to provide all payments necessary for acquisition and relocation benefits. The Municipality will be given reimbursement for the approved real estate costs of the project based on the project cost share. Reimbursement will be limited to quarterly payment requests in the amount of \$250,000 or greater, up to the final payment. Final payment may be less than \$250,000. Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the Department for reimbursement.
- iii. When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisitions or relocations related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual.
- iv. All municipal lands, owned by the Municipality, required for this improvement project shall be dedicated/donated as right-of-way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands, which will follow standard acquisition process.
- v. Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project will be acquired by the Municipality. Title to any such remnant parcels to remain the name of the Municipality.
- vi. Consultant real estate contractors engaged by Municipality to deliver real estate services must be members in good standing of the State approved roster of approved consultants. No substitutions shall be permitted without prior written consent of the State.

vii. The Municipality shall bear, at Municipality expense, all costs of litigation arising out of the acquisition of the real estate for the Project.

(c) Roadway Construction (1641-03-77)

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

The Municipality shall pay 100% of the cost of installing or adjusting water and sanitary sewer items including manhole cover and water valve 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.