



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

Date: January 15, 2025
I.D.: 5120-03-04/ -74
Road Name: STH 33
Title: City of La Crosse, State Road
Limits: Losey Blvd to East City Limit
County: La Crosse
Roadway Length: 0.66 Mile

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: STH 33 is a four-lane connecting highway with an urban cross section. There is no parking anywhere along the project length. The pavement is deteriorating with faulting, corner breaks, and spalled joints.

Bridge B-32-083 over the BN Railroad has cracks and spalls with exposed rebar on the deck and spalls on the railings.

Proposed Improvement: Replace the existing pavement beginning west of the Losey Blvd intersection. Replace the curb and gutter. Update curb ramps as needed to meet ADA compliance. Repair the bridge superstructure and place a concrete overlay on the bridge. Convert the pavement width from four lanes to two travel lanes, a two way left turn lane, and bike lanes. The width of the new pavement roadway will be the same as the existing pavement width.

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: Water and 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. Water and sanitary cover and valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: 5120-03-04	\$ 1,000,000	\$ 750,000	75%	\$ 250,000	25%
Real Estate Acquisition:					
Acquisition		\$ -	100%	\$ -	
Compensable Utilities	\$ -	\$ -	100%	\$ -	
¹ Construction: 5120-03-74					
Roadway	\$ 4,000,000	\$ 4,000,000	100%	\$ -	0%
Concrete Overlay B-32-83	\$ 1,200,000	\$ 1,200,000	100%	\$ -	
subtotal 5120-03-74:	\$ 5,200,000	\$ 5,200,000		\$ -	
² Non-Participating: 5120-03-76					
Watermain	\$ 404,000	\$ -		\$ 404,000	100%
Sanitary Sewer	\$ 166,650	\$ -	0%	\$ 166,650	100%
subtotal 5120-03-76:	\$ 570,650	\$ -		\$ 570,650	
Total Cost Distribution	\$ 6,770,650	\$ 5,950,000		\$ 820,650	

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 Construction Items.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 4); 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 Michelle Elias	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 5120-03-04:

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 acquisitions necessitated by the roadway improvements are 100% eligible for State funding. The State will reimburse 100% the cost of purchasing real estate necessitated by the roadway improvements after the Municipality submits all required paperwork to the DOT. All real estate acquisitions not necessary for the roadway improvements are not eligible for State funding and are 100% the responsibility of the Municipality.
 - (c) Construction 5120-03-74:

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.
 - (d) Non-Participating 5120-03-76:

The Municipality shall pay 100% of the cost of installing or adjusting municipal owned utilities, including water and sanitary sewer systems, manholes and valves. 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.