



**REVISION #1
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on June 17th, 2015 and signed by DOT on June 23rd, 2015.

Revised Date: 4/5/2016

Date: 4/10/2015

I.D.: 1071-06-07,08,10,22,23,24,42,43,

1071-06-78,79,80,81,82,83

Road Name: USH 53/STH 35 – THEATER RD, I90

Limits: USH 53/STH35 INTCHG TO THEATER RD

County: LA CROSSE

Roadway Length: 2.69 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: The pavement has reached the end of its useful life, operational improvement needs exist, and several of the structures require rehabilitation or replacement.

Proposed Improvement - Nature of work: The mainline pavement on I90 will be replaced and an auxiliary lane constructed between exit 3 & 4 (STH 35 and STH 157). The interchange at exit 3 will be reconstructed and reconfigured to a traditional diamond interchange which will include the reconstruction of STH 35 and USH 53, three new signalized intersections, and the reconstruction of an existing signalized intersection. B-32-0036,37, & 38 will be replaced, B-32-0043 & B-32-0044 will be replaced by a box culvert, and B-32-0107 & B-32-0108 will be widened and have a concrete overlays.

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: All water and sanitary relocation and adjustments are 100% the cost of the municipality.

TABLE 1: SUMMARY OF COSTS MASTER GROUP 1071-06-08

Phase	Total		Federal/State		Municipal	
	Est. Cost	Funds	%	Funds	%	
Preliminary Engineering:						
1071-06-07	\$ 770,000	\$ 770,000	100%	\$ -	0%	
1071-06-08	\$ 2,850,000	\$ 2,850,000	100%	\$ -	0%	
Real Estate Acquisition:						
1071-06-22	\$ 2,500	\$ 2,500	100%	\$ -	0%	
1071-06-24	\$ 2,000	\$ 2,000	100%	\$ -	0%	
Utilities						
1071-06-42	\$ 50,000	\$ 50,000	100%	\$ -	0%	
1071-06-43	\$ 200,000	\$ 200,000	100%	\$ -	0%	
Construction:						
1071-06-78	\$ 13,914,000	\$ 13,914,000	100%	\$ -	0%	
1071-06-79	\$ 15,529,000	\$ 15,529,000	100%	\$ -	0%	
1071-06-80	\$ 5,193,000	\$ 5,193,000	100%	\$ -	0%	
1071-06-81	\$ 9,296,400	\$ 9,296,400	100%	\$ -	0%	
1071-06-83 Roadway (0010)*	\$ 9,670,000	\$ 9,670,000	100%	\$ -	0%	
Bridge Elimination B-32-0038 (0020)	\$ 66,000	\$ 66,000	100%	\$ -	0%	
Sanitary/Water Adjustments (0030)	\$ 25,000	\$ -	0%	\$ 25,000	100%	
Community Sensitive Solutions Funds (0040)**	\$ 770,100	\$ 770,000	MAX	\$ 100	BAL	
Total Cost Distribution	\$ 58,338,000	\$ 58,312,900		\$ 25,100		

* The Multi-use Path is agreed to be \$15,000 more than a standard sidewalk and the cost to paint the standard lighting system and overhead sign structures black is \$20,000. This combined \$35,000 is eligible and will be paid for using Community Sensitive Solutions funding. The \$35,000 will be removed from the total calculated CSS allocation and applied to the standard roadway category.

** Wis. Stat. 85.0205 limits CSS funding on any highway improvement project to 1.5% of the project costs. Therefore, total CSS funding on this and any associated improvement projects shall not exceed 1.5% of the total project costs. The department will regularly review total project costs to ensure total CSS funding does not exceed statutory restrictions and notify the Municipality of changes to CSS funding. The CSS funding limit is calculated to be a maximum of \$805,000, any costs over that amount are 100% the responsibility of the Municipality. \$35,000 of the eligible CSS dollars will go towards the Multi-use Path and painting the standard lighting black leaving \$770,000 for other items in category 40.

TABLE 2: SUMMARY OF COSTS MASTER GROUP 1071-06-10

Phase	Total		Federal/State		Municipal	
	Est. Cost	Funds	%	Funds	%	
Preliminary Engineering: 1071-06-10	\$ 1,105,400	\$ 1,105,400	100%	\$ -	0%	
Real Estate Acquisition: 1071-06-23	\$ 3,661,000	\$ 3,661,000	100%	\$ -	0%	
Construction:						
1071-06-82 Roadway (0010)*	\$ 10,860,000	\$ 10,860,000	100%	\$ -	0%	
Sign Bridge 1 (0020)	\$ 82,500	\$ 82,500	100%	\$ -	0%	
Sign Bridge 2 (0030)	\$ 82,500	\$ 82,500	100%	\$ -	0%	
New Street Lighting, CSS (0040)**	\$ 455,000					
- Standard System		\$ 105,000	50%	\$ 105,000	50%	
- Decorative Portion CSS funds		\$ 145,000	Max	\$ 100,000	BAL	
Aesthetic CSS Items (0050)**	\$ 180,000	\$ -		\$ 180,000	BAL	
Sanitary, Water (0060)	\$ 40,000	\$ -	0%	\$ 40,000	100%	
	\$ -	\$ -		\$ -		
	\$ -	\$ -		\$ -		
Total Cost Distribution	\$ 16,466,400	\$ 16,041,400		\$ 425,000		

* The Multi-use Path and associated railing cost is agreed to be \$30,000 more than a standard sidewalk and the cost to paint the mono-tube signals and overhead sign structures black is \$5,000. This combined \$35,000 is eligible and will be paid for using Community Sensitive Solutions funding. The \$35,000 will be removed from the total calculated CSS allocation.

** Wis. Stat. 85.0205 limits CSS funding on any highway improvement project to 1.5% of the project costs. Therefore, total CSS funding on this and any associated improvement projects shall not exceed 1.5% of the total project costs. The department will regularly review total project costs to ensure total CSS funding does not exceed statutory restrictions and notify the Municipality of changes to CSS funding. The CSS funding limit is calculated to me a maximum of \$180,000, any costs over that amount are 100% the responsibility of the Municipality. \$35,000 of the eligible CSS dollars will go towards the Multi-use Path and painting the standard lighting black leaving \$145,000 for other CSS eligible items.

This request is subject to the terms and conditions that follow (pages 4 – 6) 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)		
Name <i>Timothy Kelt</i>	Title <i>MAYOR</i>	Date <i>4/18/16</i>
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>Stephen Hottel</i>	Title <i>SW REGION PLANNING CHIEF</i>	Date <i>5/31/16</i>

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. The Municipality gives the State authority to act as their agent and purchase any necessary Real Estate and Utility acquisitions located within the connecting highway limits.
 - (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 for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
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 lanes that are within the city limits along the project, to include but not limited to parking lanes, curb and gutter, storm sewer and drainage facilities, sidewalks, colored crosswalks, multi-use paths, retaining walls, railings, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS). All improvements and appurtenances constructed to accommodate the "Eagle Viewing Area" will be maintained by the Municipality. The "Eagle Viewing Area" will be permitted on State Right of Way by a revocable occupancy permit.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system from Livingston Street (South project limits) to George Street and on George Street. The lighting system from George Street to the North project limits will be the responsibility of the State.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) 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.
 - (h) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (i) Maintain all decorative features on structures including form liners and staining.
 - (j) Coordinate with the State on changes to highway access within the project limits.
 - (k) 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.
 - (l) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no

parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation:

(a) **Design Engineering** (1071-06-07,08,10):

- i. All design-engineering costs necessitated by the street or road construction are 100% eligible for state funding. Any design costs associated with Sanitary or Water main replacement are the responsibility of the Municipality.

(b) **Real Estate Acquisition** (1071-06-23,24,42,43):

- i. All real estate costs necessitated by the street or road construction are 100% eligible for state funding.

(c) **Participating Construction** (1071-06-77,78,79,80,81,82,83):

- i. Sidewalk: Replacement of sidewalk necessitated by roadway construction is 100% eligible for Federal/State funding. The Municipality may request decorative sidewalk in place of standard sidewalk, however the State will only participate in the standard sidewalk costs. The decorative sidewalk items are eligible for CSS funding.
- ii. Lighting: Replacement or salvaged street lighting necessitated by 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 50% eligible for Federal/State funding. The Municipality may request decorative lighting in place of standard lighting; however the State will only participate in 50% of the standard lighting cost. The decorative lighting items are eligible for CSS funding. All future maintenance and operation costs of the continuous street lighting are the responsibility of the Municipality. The State will maintain and cover the operation and costs of the lighting from George Street to the North project limits on STH 35.

CSS: The CSS funding is 100% Federal/State with a maximum of \$180,000 on project 1071-06-82 and \$805,000 on project 1071-06-83. The Municipality will be responsible for 100% of the costs of the aesthetic items over the Federal/State maximum. All CSS related aesthetic treatments must be finalized 6 months prior to the PS&E date.

(d) **Non-participating Construction** (1071-06-77,78,79,80,81,82,83):

- i. The Municipality shall pay 100% of the cost of installing or adjusting water and sanitary sewer systems including manhole and valve adjustments. These costs are not eligible for Federal/State funding.
- ii. Parking: In accordance with Wisconsin Statutes 86.32(4) and WisDOT policy, the Municipality is required to pay the construction cost of that part of the state trunk highway on which parking is permitted.

[END]