



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

Date: February 23, 2026
I.D.: 6639-04-03/-73/-74
Road Name: STH 58
Title: C Mauston, N Union Street
Limits: Madison Street to CTH G
County: Juneau
Roadway Length: 0.31 miles

The signatory **City of Mauston**, 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 roadway is a two-lane asphaltic connecting highway with an urban cross section. Parking is allowed within the project length. The roadway segments north and south of the project are four-lane roads with no parking allowed. The original pavement from 2011 was overlaid in 2025.

Proposed Improvement - Nature of work: Replace existing pavement. Update curb ramps to current ADA standards as needed. Remove parking to provide four lanes of through traffic to match the adjacent roadways.

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: Replacement of water main and sanitary sewer, including design, construction costs, mobilization, oversight, and acceptance of the 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, and real estate required for the replacement of the Municipality-owned utilities.

The project is currently scheduled for 2033 construction.

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 roadway 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 (6639-04-03)

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

(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 (6639-04-73)

Construction costs necessitated by the roadway improvements are 100% eligible for Federal/ State funding. 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 Construction (6639-04-74)

Construction costs were provided by the Municipality. The Municipality is responsible for 100% of the costs for improvements to the sanitary sewer and water main. 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, and real estate acquisition necessary for the replacement of the Municipality-owned utilities.

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.