

**WisDOT Division of Transportation System
Development**
Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

**Governor Tony Evers
Secretary Craig Thompson**
wisconsindot.gov
Telephone: (920)492-5643
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July 29, 2019

Gregory Minikel, P.E.
Engineering Division Manager
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Subject: New Project State/Municipal Agreement
Project ID 1470-37-00/71
STH 42
City of Manitowoc, Memorial Drive
Waldo Boulevard – E Magnolia Avenue
Manitowoc County

Dear Mr. Minikel:

Attached is the State Municipal Agreement (SMA) for the above Resurface level improvement project. It is anticipated this project will consist of a mill and overlay type improvement. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase. Any costs in addition to the resurface level improvement project, made at the request of the city, will be the responsibility of the city. The city is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

It is currently anticipated this project will be constructed in 2025-2026, depending on funding availability. If you have any specific program related questions, please feel free to contact me at 920-492-5694 or e-mail anne.ebent@dot.wi.gov

Sincerely,

A handwritten signature in blue ink that reads "Anne M. Ebent".

Anne M Ebent, P.E.
Scoping Engineer
NE Region – Green Bay Office



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

Date: July 29, 2019
ID: 1470-37-00/71
Road Name: STH 42
Limits: Waldo Blvd – E Magnolia Ave
County: Manitowoc
Roadway Length: 0.6 miles

The signatory city, village, town or county, 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: This project will consist of a resurface type improvement project. A resurface level improvement project is also scheduled between Manitowoc and Two Rivers.

Proposed Improvement - Nature of work: Anticipate work consisting of a mill and overlay

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: To be determined within the Project Definition Phase

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 69,000	\$ 51,750	75%	\$ 17,250	25%
Real Estate Acquisition: Acquisition	\$ -	\$ -		\$ -	
Compensable Utilities	\$ -	\$ -		\$ -	
Construction: Participating	\$ 690,000	\$ 690,000	100%	\$ -	0%
New Sidewalk	\$ -	\$ -		\$ -	
New Lighting	\$ -	\$ -		\$ -	
Landscaping	\$ -	\$ -		\$ -	
Non-Participating		\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 759,000	\$ 741,750		\$ 17,250	

This request is subject to the terms and conditions that follow (pages 2 – 3) 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 Manitowoc (please sign in blue ink)

Name

Title

Date

Signed for and in behalf of the State (please sign in blue ink)

Name

Title

Date

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.
 - (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 during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
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 and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (c) Prohibit angle parking.
 - (d) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (e) Regulate and prohibit, by ordinance, parking at all times on STH 42, Memorial Drive between Waldo Boulevard and E Magnolia Avenue.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Coordinate with the State on changes to highway access within the project limits.
 - (h) In collaboration with the State, assist with 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.
9. Basis for local participation:
- (a) The Municipality will be responsible for 25% of the design for the anticipated resurface level improvement project; any additional work per the request of the municipality will be funded by the municipality.

[END]