

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: November 21, 2022
I.D.: 3997-00-30/60 HWY: Welsh Road
TITLE: C Watertown, Welsh Road
SUBTITLE: STH 26 Overpass
COUNTY: Dodge LENGTH: 0.07 miles

The signatory, City of Watertown, 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 extended by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility: Welsh Road passes under the STH 26 bypass approximately 1 mile north of STH 19/West Main Street in the City of Watertown. The alignment of Welsh Road begins to curve as it approaches the bypass and passes perpendicularly beneath the bypass. Welsh Road lacks pavement marking and signage as it approaches the bypass and drivers are not given adequate warning of roadway conditions. Barrier curb exists on Welsh Road beneath the STH 26 bypass, however the barrier curbs do not sufficiently protect errant drivers from the columns of the STH 26 bypass bridge at Welsh Road. The absence of safety devices in the Welsh Road/STH 26 bypass area creates roadway hazards. A fatal crash occurred at this location in 2022 resulting from the driver striking the unprotected bridge columns of the STH 26 bypass bridge.

Proposed Improvement: This project proposes to install MGS guardrail with Energy Absorbing Terminals (E.A.T.) along Welsh Road to protect the bridge columns on the STH 26 overpass structure. Chevron signs will be installed for both northbound and southbound traffic along Welsh Road to warn drivers of the changing roadway alignment.

Non-participating Items: None.

PHASE	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%
Preliminary Engineering: (3997-00-30)		(Max \$0)			
Plan Development	\$0	\$0	0%	\$0	100%
State Review	\$8,000	\$0	0%	\$8,000	100%
Prelim. Engineering Total	\$8,000	\$0	0%	\$8,000	100%
Construction: (3997-00-60)		(Max \$171,644)			
Participating	\$159,815	\$143,833.50	90%	\$15,981.50	10% + Bal
Participating Delivery	\$30,900	\$27,810	90%	\$3,090	10% + Bal
Non-Participating	\$0	\$0	0%	\$0	0%
Non-Participating Delivery	\$0	\$0	0%	\$0	0%
Construction Total	\$190,715	\$171,643.50	90%	\$19,071.50	10% + Bal
Total Cost Distribution	\$198,715	\$171,643.50		\$27,071.50	

This request is subject to the terms and conditions that follow (pages 3-4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of City of Watertown:

Name

Title

Date

Signed for and in behalf of the State:

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 will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State highway fund financing will be limited to participation in the costs of the following items:
 - (a) The grading, base, pavement, and replacement of disturbed driveways in kind.
 - (b) Construction engineering incidental to inspection and supervision of actual construction work.
 - (c) Signing and pavement marking, including detour routes.
 - (d) State review services for construction.
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 installation of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (c) Conditioning, if required, and maintenance of detour routes.
 - (d) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (e) Real estate for the improvement.
 - (f) Preliminary design and engineering.
 - (g) State review services for design.
5. As the work progresses, the Municipality will be billed and agrees to pay 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 and the Municipality agrees to pay any required reimbursement to the State.
6. If the Municipality should withdraw the project, it will 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 will 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 will make ample provision for such maintenance each year.
 - (b) Prohibit angle parking.
 - (c) 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.
 - (d) Assume general responsibility for all public information and public relations for the project and to make 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.
 - (e) Provide complete plans, specifications, relocation order, real estate plat, and estimates.
 - (f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
9. 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.
10. The basis for local participation is as follows:
- ID 3997-00-30: Preliminary engineering including state review is funded 100% by the Municipality.
- ID 3997-00-60: Participating construction is funded with 90% Highway Safety Improvement Program (HSIP) funds to a **maximum capped amount of \$171,644** when the Municipality agrees to provide the remaining 10% and all costs in excess of the capped amount. Non-participating costs are funded 100% by the Municipality.

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