



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

Date: August 9, 2021
I.D.: 3050-01-08/-78/-79
Road Name: STH 19
Title: C Watertown, Main Street
Limits: Church Street to Market Street
County: Jefferson
Roadway Length: 0.65 mile

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 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: Existing roadway is a connecting highway. STH 19 is a principal arterial with an urban section. The project area has current traffic volumes between 7,900 and 13,600 vehicles per day. The cross section consists of two driving lanes with parking on both sides of the highway. There is existing sidewalk on both sides of the roadway. The current pavement has weathering, rutting, and extensive cracking. The brick storm sewer system is aged. The aged water main consists of cast iron.

Proposed Improvement - Nature of work: Replace the pavement and storm sewer system. Update curb ramps to current ADA standards as needed.

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 lining of 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. Removing and construction of pavement used for parking, including base aggregate and asphaltic pavement, pavement marking for parking lanes.

This project is currently scheduled for 2028 construction.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development 3050-01-08	\$ 400,000	\$ 300,000	75%	\$ 100,000	25%
Real Estate Acquisition: Acquisition	\$ -	\$ -	100%	\$ -	
¹ Construction: 3050-01-78					
Roadway	\$ 2,300,000	\$ 2,300,000	100%	\$ -	
Parking Lanes	\$ 250,000	\$ -		\$ 250,000	100%
¹ Non-Participating: 3050-01-79					
Water Main	\$ 1,010,000	\$ -		\$ 1,010,000	100%
Sanitary Sewer	\$ 252,500	\$ -		\$ 252,500	100%

Total Cost Distribution \$ **4,212,500** \$ **2,600,000** \$ **1,612,500**

1. Estimates include construction engineering.

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.

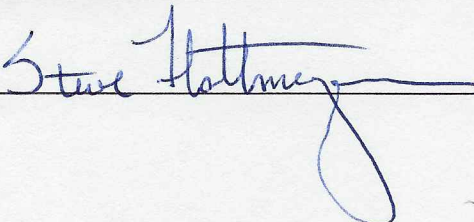
Signed for and in behalf of the **City of Watertown** (please sign in blue ink)

Name (print) EMILY McFARLAND Title MAYOR

Signature  Date 1/27/22

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

Name Steve Flottmeyer Title WisDOT Southwest Region Planning Chief

Signature  Date 1/27/2022

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 (3050-01-08)

The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway.

(b) Roadway Construction (3050-01-78)

The construction estimate is preliminary for program scheduling only. Construction costs necessitated by the roadway improvements are 100% eligible for Federal/ State funding. As items are identified in design phase that require cost participation or are ineligible for Federal/ State funding, this agreement will be amended to reflect those costs.

In accordance with Wisconsin Statutes 86.32(4) and WisDOT policy, the Municipality is required to pay 100% of the construction costs for that part of the state trunk highway on which parking is permitted. Payment will be actual cost for the parking lane area and will be made by the Municipality at the time of construction.

(c) Non-Participating Construction (3050-01-79)

Construction estimates 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 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.