

Date: **July 29, 2010**

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

I.D.: 1661-05-03/23/73/83
Location: Prairie du Chien
Limits: Washington St to Webster St
Highway: STH 35 Length: 1.0 miles
County: Crawford

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: State Trunk Highway (STH) 35 is a principal arterial roadway traversing through the City of Prairie du Chien. The adjacent land use consists of residential and commercial properties. The segment of roadway from Washington Street to STH 27/Blackhawk Avenue currently consists of an urban cross section with 2-lanes of traffic and some non continuous sidewalk. The segment of roadway from STH 27/Blackhawk Avenue to Mooney Street currently consists of an urban cross section with 4-lanes of traffic and sidewalk on both sides of the roadway. The entire roadway is within the connecting highway limits.

Proposed Improvement: The proposed improvement is a reconstruction project. The improved cross section will carry 4-lanes of traffic from Washington Street to Mooney Street. Access improvements will be incorporated into the project.

Non-participating work included in the project: The City of Prairie du Chien will be improving the local sanitary and water utilities in conjunction with the STH 35 project. The City will be extending Washington Street West of the Rail spur (including the crossing) approx 300 feet and Mooney Street approx 150 feet west of the railroad tracks.

PHASE	ESTIMATED COST				
	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%
Design Engineering: (1661-05-03)					
Plan Development	\$775,000	\$581,250	75%	\$193,750	25%
Real Estate Work Credit		\$40,000	LS**	(\$40,000)	LS**
Real Estate Acquisition: (1661-05-23)					
Acquisition	\$7,188,000	\$7,188,000	100%	\$0	0%
¹Construction: (1661-05-73)					
Roadway	\$5,510,000	\$5,510,000	100%	\$0	0%
New Sidewalk	\$25,000	\$20,000	80%	\$5,000	20%
Community Sensitive Design*	\$304,500	\$304,100	MAX	\$400	BAL
²Non-Participating: (1661-05-83)					
Local Utilities	\$400,000	\$0	0%	\$400,000	100%
Washington & Mooney Street Extension	\$147,000	\$0	0%	\$147,000	100%
Total Cost Distribution	\$14,349,500	\$13,643,350	---	\$706,150	---

Note: ¹Construction engineering (10%) has been applied to all categories.

² Construction engineering (1%) has been applied to all categories..

* Community Sensitive Design funds included 2.5% inflation over 4 years. Community Sensitive Design (CSD) funding is optional funding for a Municipality. The Municipality shall decide by May 1, 2011 what eligible CSD items the funding shall be used for.

** These are Lump Sum (LS) costs. The funding is limited to the amounts listed. The Lump Sum items are the calculated costs for Community Sensitive Design (CSD) and Real Estate Work Credit funding.

This request is subject to the terms and conditions that follow (pages 3-6) 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 Prairie du Chien:

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. The Municipality will provide all property required for the construction of the project free of all liens and encumbrances and free of any hazardous contamination materials. All acquisition of real estate will comply with the Local Public Agency manual. All property will be acquired in the name of the City of Prairie du Chien.
4. 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 transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - (a) The grading, base, pavement, and curb and gutter.
 - (b) Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - (c) Construction engineering incident to inspection and supervision of actual construction work.
 - (d) Signing and pavement marking, including detour routes.
 - (e) Storm sewer mains necessary for the surface water drainage.
 - (f) Construction or replacement of sidewalks and surfacing of private driveways.
 - (g) New installations or alteration of street lighting and traffic signals or devices.
 - (h) Real Estate required for the improvement.
 - (i) Design engineering and state review services.
 - (j) Replacement of deteriorated curb and gutter.
 - (k) Replacement and/or adjustment of various storm sewer inlet covers/grates as needed.
5. 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 hydrants, 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 incident to the improvement.

- (e) Adjustments of sanitary sewer manhole covers and water valve covers.
 - (f) Extension of Washington and Mooney Streets.
6. 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.
 7. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
 8. The work will be administered by the State and may include items not eligible for Federal/State participation.
 9. 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) Maintain all features of the roadway, this includes all items within the R/W limits.
 - (c) Regulate access on STH 35 between Cass and Hayden in accordance to the access control shown on the project plat.
 - (d) Prohibit angle parking.
 - (e) 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) Regulate and prohibit, by ordinance, parking at all times on STH 35 between Washington and Mooney .
 - (f) In cooperation with the state; jointly assume general responsibility for all public information and public relations for the project and to make appropriate 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 projects.
 - (g) Provide complete plans, specifications, relocation order, real estate plans, and estimates for any water and sewer work that may be required.
 - (g) Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
 10. Basis for local participation:
 - (a) Design Engineering
 - i. The Municipality is responsible for 25% of the design engineering costs for improvement projects on a connecting highway.
 - ii. The Municipality will be given a work credit in the amount of \$40,000. The credit is for real estate the Municipality purchased prior to plat completion for an early acquisition. The real estate purchase was made at the Blackhawk Ave and Marquette Road intersection's northwest quadrant. The purchase was reviewed by the State and it was determined to be necessary for the STH 35 roadway project. The Municipality provided the proper

documentation showing the real estate location and purchase price. The State verified the purchase price was acceptable.

(b) **Right-of-Way**

- i. The acquisition of the necessary right-of-way in order to construct the project is 100% eligible for state participation and will be purchased by the local municipality. The State will reimburse the Municipality for Real Estate and all eligible acquisition costs necessitated by the street or road construction if the Real Estate is being acquired where roadway improvements are needed.

Costs eligible for reimbursement include the property purchase costs, razing of acquired buildings, and other property improvement, litigation costs, Hazardous materials removal costs, and the delivery costs incurred by the Municipality, including staff and consultant time, providing that adequate documentation of such costs are maintained.

- ii. Cost eligible for State reimbursement also includes access rights on Marquette Road between Cass and Hayden as indicated in the Transportation Project Plat No: 1661-05-23. Access control has been included in this segment for safety and operational needs. Any future alteration to acquired access rights will require review and written consent from the Department, and will require the Municipality to reimburse the State any property value increase resulting from access alteration as determined by a State approved appraisal.
- iii. Cost not eligible for State reimbursement included Real Estate purchased for parking and the cost of acquired remnants not required for the roadway project
- iv. The Municipality will be responsible for coordinating and accomplishing the removal of all encroachments and acquired improvements prior to project PS&E (this includes capping sanitary sewer and natural gas lines).
- v. Sales of any acquired remnant parcels must not occur until after the construction project is complete.
- vi. The Municipality will be required to receive State approval on all real estate offering prices.

(c) **Participating Construction**

- i. Traffic Signals: Traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction project limits are 100 % eligible. Decorative elements are above and beyond the standard costs and would be the responsibility of the Municipality. All maintenance and operating costs of the signals are the responsibility of the Municipality.
- ii. Street Lighting: The State will participate in the cost of new continuous standard street lighting if installed at time of project construction and the Municipality agrees to accept responsibility for the energy, operation, maintenance, and replacement of the lighting system (including associated costs). The standard lighting necessary for roundabouts is 100% eligible. Costs for additional areas of continuous standard street lighting desired by the municipality are 50 percent eligible for State participation. The Municipality may request decorative lighting in place of standard lighting. The decorative street lighting items are eligible for CSD funding. Maintenance and operating costs for all street lighting is the responsibility of the Municipality.
- iii. Sidewalk: The State will participate in costs of new standard sidewalks only if they are installed at the time of project construction. Costs of continuous standard sidewalk constructed to WisDOT standards and installed at the time of project construction are 80 percent eligible. The Municipality may request decorative sidewalk in place of standard sidewalk, however the State will only participate in 80 percent of the standard sidewalk costs.

The decorative sidewalk items are eligible for CSD funding. All maintenance and associated costs are the responsibility of the municipality.

- iv. Blank Out Boards: Blank Out Boards are 100% eligible, maintenance and operating costs are the responsibility of the Municipality.
- v. Community Sensitive Design (CSD): The CSD funding is 100% Federal/State with a limit of \$304,100. The Municipality will be responsible for 100% of the costs of the aesthetic items over the limit.

Items that are potentially eligible for CSD funding include aesthetic treatments to noise barriers and retaining walls, decorative landscaping, bicycle and pedestrian accommodation (not already justified), decorative lighting poles/fixtures/luminaries, special concrete pavement, curb & gutter treatments, decorative crosswalks/terraces, planters, benches, kiosks, aesthetic bridge features, aesthetic signals & signing, wildlife crossing facilities and acquisitions of scenic easements and buffers.

All maintenance and associated costs of CSD items are the responsibility of the Municipality.

(d) **Nonparticipating Construction**

- i. Local Utilities: The Municipality shall pay 100% of the cost of installing, adjusting, and construction engineering related to new water and sanitary sewer mains because these cost are not eligible for State funding. The Municipality assumes full responsibility for the design, installation, 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.
 - ii. Extension of Washington and Mooney Street: The Municipality shall pay 100% of the cost on all work associated with the extension of Washington Street beyond the limits necessary for the work on STH 35.
10. 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.