



The State of Wisconsin

HIGHWAY COMMISSION

DIVISION NO. 9

LANCASTER

August 12, 1940

Mr. Alonzo Aupperle
Lancaster, Wisconsin

SUBJECT: F.A. Secondary Project
No. F.A.S. 119-A(1)
Blue River Bridge
Grant County

Dear Sir:

We are enclosing your copy of the resolutions
and agreements executed by the County and approved by the
Commission on August 9, 1940.

Very truly yours,

Thos. W. Reilly

Thos. W. Reilly
Division Engineer

TWR:CEB
Enc
cc-Eugene Croft

RESOLUTION

It is hereby resolved by the County Board, hereinafter known as the "Legislative Authority" of the County of Grant,

~~County~~, Wisconsin, hereinafter known as the Local Unit, that the State Highway Commission of Wisconsin be and is hereby requested to undertake the improvement of certain roads or streets or other features, in accordance with the Terms, Covenants and Agreements in the attached document known as "Request for the Construction of a Project, by the State Highway Commission, and Agreement to Conditions and Terms under which such Project will be Undertaken," and the attached contract marked "Exhibit 'A,' Agreement by Municipality or Political Sub-division to Maintain Highways Improved under Provisions of Federal Highway Act as Amended and Supplemented," and

Be it further resolved that these Terms, Covenants and Agreements are hereby approved and authorized, and that the Chairman of the County Board, referred to therein as the Executive Officer, be and is hereby authorized to sign said document for and in behalf of Grant County, Wisconsin, otherwise referred to as the Local Unit, and that such officer or other officers specifically mentioned therein be and hereby are authorized to execute such supplementary documents as are specifically referred to therein, and

It is further resolved, that this Resolution be attached to and made a part of said aforementioned document.

Resolution Presented by Chas. E. Adams

Adopted May 8, 19 40.

Approved Foster B. Porter

Title Chairman of County Board

State of Wisconsin }
County of Grant } SS

I, Alonso Aupperle, Clerk of the County of Grant County, Wisconsin, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the County Board of Grant Legislative Authority Name of Local Unit

County, Wisconsin, on the 8th day of May, A.D., 19 40, and that the said resolution was approved by the Chairman of the County Board on the 8th day of May, A.D., 19 40 Executive Officer

Alonso Aupperle
Clerk

FILED

AUG 14 1940

ALONZO AUPPERLE
COUNTY CLERK
GRANT COUNTY, WIS.

REQUEST FOR THE CONSTRUCTION OF A PROJECT BY THE STATE
HIGHWAY COMMISSION AND AGREEMENT TO CONDITIONS AND TERMS
UNDER WHICH SUCH PROJECT WILL BE UNDERTAKEN.

Item 1. Definitions: The following terms when used herein shall be construed as follows:-

- (a) "Commission" the State Highway Commission of Wisconsin.
- (b) "Local Unit" the County - City - Village - Township which requests the work to be done or in which the work is done and which executes the document and resolution to which this document is attached and of which this document is a part.
- (c) "Project" all of the work undertaken in connection with the improvement contemplated and which is included in the Plans and Specifications, whether embraced in the portion to be financed by the Commission or not, and includes the work undertaken and financed by the Local Unit in order to make a completed improvement.
- (d) "Secretary of Agriculture", the Secretary of Agriculture of the United States of America.
- (e) "U.S. Bureau of Public Roads", the Bureau of Public Roads, U. S. Department of Agriculture of Washington, D.C., or its authorized representative.
- (f) "Legislative Authority of Local Unit" in a County, the County Board; in a City, the City Council, Common Council, Board of Aldermen, etc., as the individual case may be; in a village, the Village Council, Village Board, etc., as the individual case may be; in a Township, the Town Board.
- (g) "Executive Officer(s)" in a County, the Chairman of the County Board; in a City, the Mayor or City Manager, dependent on the form of government; in a Village, the Village President; in a Township, the Town Chairman.
- (h) "Road" or "Street", the Road or Roads, or Street or Streets or Bridge or Bridges on which work on this project is undertaken, within the limit or limits of the Project as shown or designated on the Plans or Specifications therefor,
- (i) "Federal Funds" Funds allotted to the Project by the Commission from the State of Wisconsin's allotment of monies from the Federal Government, by or thru the Secretary of Agriculture, or other branch or department of the United States Government, for expenditure under the direct jurisdiction of the Commission and subject to the requirements of the Federal Aid Highway Act and amendatory or supplementary Acts or Rules and Regulations of the Secretary of Agriculture, the U.S. Bureau of Public Roads, or other Federal Department legally authorized therefor by appropriate Federal Legislation.

Item 2. Request. The State Highway Commission of Wisconsin is hereby requested to submit a project consisting of The construction of the Blue River Bridge

and approaches

and

located on County trunk Highway "T" in Section 2, Town 8 North, Range 2
West

and known as Federal Aid Secondary Project No. _____, to the Secretary of Agriculture with a recommendation for its approval, when such submission is necessary; and to undertake its construction; if and when approved, when such approval is necessary.

Item 3. Covenants. For and in consideration of the Commission's undertaking this Project it is hereby agreed by the "Local Unit" that it will make such contributions toward the cost of the Project as are hereinafter stipulated, undertake independently and without cost to the Commission or the State of Wisconsin such items of construction necessary to insure a completed improvement as are hereinafter set forth, and agree to the execution of, abiding by, or enforcement of such other stipulations of these "Covenants" as are marked "Applicable" herein, or which are not specifically marked "Excepted",

it being agreed and understood that the provisions of those being marked "Excepted" are not a part of this agreement, and all requirements of such "Excepted" stipulations are hereby waived and declared void.

3.1 Contributions. The Local Unit will contribute to the cost of the project an amount sufficient to cover the cost of such of the following items designated as "Applicable" (those excepted from contribution should be designated as "Excepted"), and will deposit with the Commission, upon request, an amount sufficient to cover the estimated Costs of such applicable items for expenditure under the direct control of the Commission:

- (a) For Surveys and Plans of the entire Project \$1000.00
- (b) For Surveys and Plans of that portion only which is undertaken by the Commission excepted
- (c) For Surveys and Plans of that portion only which is undertaken independently by the Local Unit excepted
- (d) For the Construction of the Project to defray all costs of any nature in excess of those defrayed by the Funds allotted to the Project by the Secretary of Agriculture or the Commission, or both, and to pay for such items of cost as are not recoverable from Federal Funds \$25,000
- (e) For Engineering Inspection, Supervision, or Testing Services or any or all of these, as may be rendered by the Commission upon request of the Local Unit, on Work on the Project which is undertaken independently by the Local Unit excepted
- (f) To defray the costs of work undertaken independently by the Local Unit, without cost to the State of Wisconsin or the Commission, and without Federal Funds, in the event the Commission is requested by the Local Unit to contract for and construct such work. Excepted
- (g) Other items (if none, so state) None

The Total contribution for the above "Applicable Items" is estimated at, but not limited to because of specific designation, \$ 26,000.00, but is subject to adjustment, based upon revised estimates and upon the final costs of the project.

3.2 Work to be done or undertaken independently by the Local Unit. This

item is None

- (a) The Local Unit will undertake independently and at its own cost and expense the following items of Work embraced within the General Scope of this Project. These items shall not be limited because of such specific enumeration to the specific items listed, but shall include any and all items and incidental work thereto necessary to complete the items, as may be necessary to complete the work in accordance with the intent of the item or items or as may be shown or intended on the Plans therefor, if any.
- (b) Such items are as follows: (if none, so state). (If not sufficient space, attach list, by pasting same hereto.) None

This work will be independently undertaken by the Local Unit in full accordance with the Plans and Specifications therefor as prepared or approved by the Commission, and such work shall be subject to the approval of the Commission or the Secretary of Agriculture, or both, or its or their authorized representatives.

- (c) In the event, this work is on a Project, on which other work is paid for in whole or in part with Federal funds, and acceptance of the Project is withheld by the Secretary of Agriculture, or his authorized representative (or other legally vested Federal Authority which is participant in the Project), on account of work done independently by the Local Unit not conforming to the said Plans and Specifications therefor, and on account of which the payment of Federal Funds is withheld from the Commission, the local unit will reimburse the Commission to the extent that Federal Funds are withheld, and authorizes the Commission to withhold payment, up to such an amount, of any monies that may accrue to the Local Unit pursuant to any applicable Wisconsin Statutes from receipts of Motor Vehicle Registration Fees and Motor Vehicle Fuel Taxes.
- (d) Request by the Local Unit to the Commission to Contract for and Construct the work undertaken independently by the Local Unit under paragraph 3.2(b).

The Local Unit hereby requests the Commission to contract for and construct the following items previously enumerated under paragraph 3.2(b) and represents that the costs of such work are included in the provisions of Section 3.1, in accordance with paragraph 3.1 (f); (state-

"none"-or, if in part, list items)

construct Blue River Bridge and Approaches

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-
-
- (e) The Local Unit will construct such of the items of paragraph 3.2(b) as are not requested to be contracted for and constructed by the Commission, with its own forces or independent contractors.

3.3 Right of Way - This item is applicable.

The Local Unit will -

- (a) Furnish for the use of the Commission all real property, right of way, and easements necessary to construct said project within the limits of the Local Unit in accordance with the plans approved therefor, and satisfy all claims for damages of every kind and nature to any real estate or personal property whatsoever that may be filed against the Commission and/or the Local Unit arising from or growing out of the construction, maintenance or reconstruction of said project, and defend any and all suits in connection therewith which may be brought against the State of Wisconsin, the Commission and/or the Local Unit, and/or the County, in which Local Unit is located, in the event the Local Unit is other than the County itself.
- (b) In the event the Project is a "Joint Undertaking" with a particular Railroad Company or Companies or is the subject of an agreement between the Commission and such Railroad Company or Companies or both, the Local Unit will in addition to the provisions of paragraph 3.3(a) satisfy such claims for damages, and defend such suits against such Railroad Company or Companies, as may be filed against them arising out of this inherent design of this Project, but excepting such claims or suits arising out of the actual construction operations, or operations performed by said Railroad Company or Companies, acting as a "Common Carrier" delivering goods or materials even though such goods or materials will be incorporated into the project.

3.4 Maintenance. This item is applicable

- (a) The Local Unit will maintain all portions of this Project that lie within its legal jurisdiction for such maintenance or which it will in the future be required legally to maintain, thru Statutory requirements, changes in corporate or "Construction" limits, etc., so long as the same is not a part of the State Trunk Highway System, in a manner satisfactory to the Commission or the Secretary of Agriculture, or both, or their authorized representatives; and will make provision each year for such maintenance.
- (b) The "Executive Officer", as hereinbefore defined, of the Local Unit, is hereby authorized to execute and sign on behalf of the Local Unit the attached contract, marked "Exhibit A", providing for such maintenance, as stated above.
- (c) In the event such maintenance is not satisfactory to the Commission or the Secretary of Agriculture or both, or their authorized representatives, the Commission is hereby authorized to undertake such maintenance and withhold the cost thereof from any monies that may accrue to the Local Unit pursuant to the Provisions of the Statutes from receipts of Motor Vehicle Registration Fees and Motor Vehicle Fuel Taxes.

3.5 Removal of Encroachments - This item is applicable.

The Local Unit will remove, or cause to be removed within the limits of this Project, or within the proximity of the limits of the Project and within its jurisdictional limits (viz.- corporate limits, county line, town line, etc.,) all encroachments on the Right of Way, or Street, of whatever nature, which may be or cause an obstruction to or interfere with

the free flow of traffic, or which may be or cause a hazard to such traffic, or which may vitiate or impair the usefulness of the Project and which may be required to be removed by the Commission, or the Secretary of Agriculture, or both, or their authorized representatives, and no such encroachment will be permitted to be erected or constructed in the future.

3.6 Regulation of Traffic. This item is applicable.

The Local Unit will repeal any rule, regulation, ordinance, etc., which it may have effective at the present time, and will not in the future pass any such rule, regulations, ordinance, etc., that is or will be unduly restrictive to the free flow of traffic thru or over this project.

3.7 Parking Regulation. This item is applicable.

The Local Unit will not permit within the limits of this Project the parking of vehicles of any kind on bridges, or on the lanes of the highway, roadway, or street required or designed for the movement of traffic (so called traffic lanes), and will permit "parallel parking" only where a space for parking is provided beyond the edge or edges of the "traffic lanes", unless such space is fifteen feet or greater, in which case "angle parking" will be permissive, subject to the approval of the Commission; and provided further that no part of a parked vehicle shall encroach on the traffic lane or lanes and that no "double parking" will be permitted at any time.

3.8 Authorization. This item is applicable.

- (a) The Local Unit hereby authorizes the Commission, its agents, servants, employees or independent contractors, and empowers the Commission or its State Highway Engineer, or both, to act for it in the administration of the work, except changes of alignment or grade, or both, as the exigencies of construction may require, to proceed to accomplish such improvements in accordance with their "Covenants", the Plans and Specifications therefor, if and when such Plans and Specifications have been approved by the Local Unit or its or their authorized representatives; in the same manner and under the same conditions as the Local Unit or its duly authorized officers or independent contractors might proceed in case such improvements were undertaken by the Local Unit, its agents, or independent Contractors.
- (b) That in consideration of the Commission undertaking the improvement aforementioned, the local unit hereby agrees to hold the Commission, the State of Wisconsin, the County in which the Local Unit is located, in the event the Local Unit is not the County itself, their officers, agents, servants and independent contractors, harmless and entirely free from damages resulting to any person or public or private property by reason of or in connection with the construction of said project, but, however, excepting damage or liability on account of negligence of the independent contractor, its or his agents and employees, if such damage is not necessarily caused by compliance with plans and specifications, and the Local Unit will defend any and all suits brought in connection therewith, and

That the Local Unit hereby agrees to hold the Commission and the State of Wisconsin entirely free and harmless from any damage, including damage by negligence or otherwise, which may in any form be committed in connection with said improvement.

Item 4. Authority for County Highway Committee and Commissioner to approve Plans and Specifications - - - - Applicable only when County is Local Unit.

The County Highway Committee and Commissioner are hereby vested with the authority to approve on behalf of the County, the Plans and Specifications for this Project if upon presentation to them, they find the same satisfactory.

Item 5. Acknowledgment. This item is applicable.

(a) For the Local Unit - It is hereby represented that this document was presented to the "Legislative Authority" of this Local Unit, which subscribes to the terms and conditions thereof and authorized the execution thereof by its "Executive Officer", as witnessed by

the Resolution adopted on 8th day of May,
19 40; and which is made a part hereof.

Local Unit; Grant County, Wisconsin

By

Foster B. Porter
Executive Officer

5/8/40
Date

Chairman of County Board

Title of Executive Officer

May 9, 1940
Date

Alonzo Applegate Clerk

(b) For the State Highway Commission of Wisconsin

The Commission, will submit this Project to the Secretary of Agriculture for Approval, if such submission is necessary, and, when approved, if such approval is necessary, will undertake its construction in accordance with the Covenants expressed herein. Approval is hereby given for the Undertaking of this project, in accordance with the terms hereof by the State Highway Commission of Wisconsin, pursuant to a Motion

made and carried on this 9 day of Aug, 1940.

STATE HIGHWAY COMMISSION OF WISCONSIN

BY

Wm. P. Atkinson
Secretary

AGREEMENT BY MUNICIPALITY OR POLITICAL
SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED
UNDER PROVISIONS OF FEDERAL HIGHWAY ACT
AS AMENDED AND SUPPLEMENTED
(EXHIBIT "A")

The County of Grant, State
(municipality or political subdivision)
of Wisconsin, hereinafter referred to as Grant County,
and the State Highway Commission of Wisconsin, hereinafter referred to as the
Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of
one-half miles of the County Trunk
(municipal, or secondary or feeder)
highway from Blue River to S.T.H. No. 60

to _____,
known as County Trunk Highway "T" Blue River Bridge & Approaches
(local name of street or road)

and to be designated as Wisconsin project No. _____,
and will recommend its approval by the Secretary of Agriculture for construction
with funds apportioned to the State under the Federal Highway Act as amended and
supplemented; subject, however, to the condition that the _____

County of Grant shall provide for its proper maintenance
(municipality or political subdivision)
after completion of its improvement.

2. That the said Grant County hereby requests the
(municipality or political subdivision)
Highway Department to submit the aforementioned project with recommendation that it
be approved by the Secretary of Agriculture, and agrees that if such project is
approved and constructed by the Highway Department and the Secretary of Agriculture
it thereafter, at its own cost and expense, will maintain the project in a manner
satisfactory to them, or their authorized representatives, and will make ample
provision each year for such maintenance.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures,
the County of Grant on the 9 day of May,
(municipality or political subdivision)
1940,

ATTEST:

County of Grant, Wisconsin
(Municipality or political subdivision)
By Alvin Applegate

and the Highway Department on the 9 day of Aug, 1940.

STATE HIGHWAY COMMISSION OF WISCONSIN
By T. H. S. Altman
Secretary

Pursuant to authority extended by motion
duly made, seconded, and adopted on the
date hereinbefore noted.