

CTH Y: N5361 CTH Y Jefferson, WI 53549 (Pulverize & Overlay)

Plant Location	Miles (One Way)	Minutes (One Way)	Hours (One Way)	Hours (Round Trip)	Haul Cost (Per Load)	Haul Cost (Per Ton)	Material Cost LT 58-28 S 3 & 4	Total Cost
Wolf: W329 S1755 Jones Rd. Delafield, WI 53018	25	27	0.45	0.90	\$92.14	\$4.61	\$35.70	\$40.31
Wolf: 5423 Reiner Rd. Sun Prairie, WI 53590	32	33	0.55	1.10	\$112.62	\$5.63	\$35.70	\$41.33
Rock Road: 1141 E. High St., Milton, WI 53563	25	27	0.45	0.90	\$92.14	\$4.61	\$41.50	\$46.11
P&D: N2502 CTH R Hustisford	22	28	0.47	0.93	\$95.55	\$4.78	\$36.08	\$40.86
P&D: W6615 USH 12 Whitewater (LaGrange)	23	32	0.53	1.07	\$109.21	\$5.46	\$36.08	\$41.54
P&D: W233 N250 CTH F Waukesha	33	33	0.55	1.10	\$112.62	\$5.63	\$36.08	\$41.71
P&D: W259N8150 STH 164 (Sussex)	40	42	0.70	1.40	\$143.33	\$7.17	\$36.08	\$43.25
Hourly Haul Cost =	\$102.38							

CTH P: W1684 CTH P Ixonia, WI 53036 (Reconstruction)

Plant Location	Miles (One Way)	Minutes (One Way)	Hours (One Way)	Hours (Round Trip)	Haul Cost (Per Load)	Haul Cost (Per Ton)	Material Cost LT 58-28 S 3 & 4	Total Cost
Wolf: W329 S1755 Jones Rd. Delafield, WI 53018	20	23	0.38	0.77	\$78.49	\$3.92	\$35.70	\$39.62
Wolf: 5423 Reiner Rd. Sun Prairie, WI 53590	44	43	0.72	1.43	\$146.74	\$7.34	\$35.70	\$43.04
Rock Road: 1141 E. High St., Milton, WI 53563	39	41	0.68	1.37	\$139.92	\$7.00	\$41.50	\$48.50
P&D: N2502 CTH R Hustieford	22	29	0.48	0.97	\$98.97	\$4.95	\$36.08	\$41.03
P&D: W6615 USH 12 Whitewater (LaGrange)	29	38	0.63	1.27	\$129.68	\$6.48	\$36.08	\$42.56
P&D: W233 N250 CTH F Waukesha	28	28	0.47	0.93	\$95.55	\$4.78	\$36.08	\$40.86
P&D: W259N8150 STH 164 (Sussex)	22	32	0.53	1.07	\$109.21	\$5.46	\$36.08	\$41.54
Hourly Haul Cost =	\$102.38							

INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE AND SNOW
REMOVAL SERVICES BETWEEN THE CITY OF WATERTOWN, THE TOWN OF
WATERTOWN AND THE COUNTY OF JEFFERSON DATED MAY 1, 2017

WHEREAS, the Town of Watertown, a Wisconsin quasi-municipal corporation (hereinafter, "Town") and Jefferson County, a Wisconsin quasi-municipal corporation (hereinafter, "County") desire to utilize the usual and ordinary road maintenance and snow removal services of the City of Watertown, a Wisconsin municipal corporation (hereinafter, "City") as the need for such services arises effective ~~December 1~~May 1, 2017~~6~~ and for those times thereafter as this Agreement shall fix by its term; and,

WHEREAS, the Town and County desire to contract with the City as herein described to receive said road maintenance and snow removal services; and,

WHEREAS, for reasons of increased commerce and trucking activity upon the within-described right-of-way segments owing primarily to new and expanding City business in an area commonly known as the "Westside Industrial Park," it is necessary to implement more comprehensive road maintenance and snow removal routines upon the within-described segments of right-of-way;

NOW, THEREFORE, IT IS AGREED, by and between the Town and County, and, the City (collectively hereinafter, "parties"), with the parties' full acknowledgment of valuable and sufficient consideration, as follows:

1. The City agrees to provide road maintenance and snow removal services in a like and similar manner to those traditionally provided within the City, and, at such times as such services are ordinarily and customarily performed within the City, upon:
 - a. Those segments of West Street (CTH T), from a point 0.07 miles west of its intersection of E. Horseshoe Road, west to the intersection of Gypsy Road -- a distance of 0.37 miles as generally depicted under Exhibit "A," which is attached hereto and incorporated by reference; and,
 - b. Those segments of Gypsy Road, from the intersection of West St. (CTH T), north to the intersection of STH 19 -- a distance of 0.53 miles as generally depicted under Exhibit "A," which is attached hereto and incorporated by reference.
2. The term of this Agreement shall commence on the date first written above and continue ~~through November 30, 2036~~until terminated as provided herein. The City may ~~cancel~~terminate this Agreement for cause or no cause whatsoever upon written notice issued to the Town and County. ~~Cancellation shall be effective ninety (90) days after First Class mailing of notice of such cancellation.~~ The Town or County may terminate their respective obligations under this agreement for cause or no cause whatsoever upon written notice issued to the City.

Cancellation~~Termination~~ shall be effective ninety (90) days after First Class mailing of notice of such ~~termination~~.cancellation.

3. In exchange for the City's performance of road maintenance and snow removal services, the Town and/or the County, where and whenever applicable, shall forward to the City all Wisconsin Department of Transportation (DOT) General Transportation Aids (GTA) funds or similar local road or highway aids representative of the "mileage x rate" formula described associated with performance of road maintenance and snow removal services, at such time as pertinent, on the DOT's Internet site, as reasonably attributable to the roadway segments that are the subject of this Agreement upon which the City is required to perform road maintenance and snow removal services. Such funds shall be forwarded to the City on an annual basis within 30 days of the recipient jurisdiction's receipt. The City shall be relieved of performance under this Agreement if payment shall not be accomplished as required under this Paragraph. If any dispute shall arise with respect to the sum representative of funding called for hereunder payable to the City, performance may, at the sole and exclusive discretion of the City, be suspended until such dispute is resolved to the satisfaction of all parties.
4. The Town shall cede and turn over all right-of-way care services maintenance and snow removal controls for the segments of Town roadway, as herein described, to the City of Watertown. Permitting control will remain under the authority of the Town of Watertown as may be applicable.
5. The County shall cede and turn over all right-of-way care services, maintenance and snow removal controls for the segments of County roadway, as herein described, to the City of Watertown. Permitting control will remain under the authority of the County of Jefferson as may be applicable.
6. The parties agree that all right-of-way care services contemplated by this Agreement shall include all such services that are ordinarily and customarily performed within the City upon the City's right-of-ways, including surface, shoulder or vegetation maintenance, maintenance of safety appurtenances, guard and security fencing, bridge railings and attenuators, maintenance of drainage facilities, culverts, ditches, catch basins and litter pickup, traffic control, marking and signing, seal coating, grading, paving, bridge inspections and repairs.
7. The parties agree that all snow removal services contemplated by this Agreement shall include snow plowing, salting, sanding and deicing upon affected roadway surfaces and other services that the City ordinarily and customarily performs within the City upon City right-of-ways as needed to maintain roadways before, during or after winter weather conditions.
8. In the event that the Town or the County assumes or permits a construction or road work project upon the right-of-ways affected hereunder, within 90 days of the City's required performance under this Agreement that may impact the efficient or safe performance of the services required under this Agreement, the City, may, at its sole and exclusive discretion, withhold or suspend the performance of any such

services until such time the efficiency or safety of such performance of services is determined by the City to be reasonably assured.

9. The Town agrees that at all times during the term of this Agreement, it shall indemnify, hold harmless and defend the City, its Common Council, officers, employees and representatives from and against any and all claims for damages that may be sustained or incurred by reason of performance under this Agreement and/or from any penalty or forfeiture that might be assessed or imposed by reason of violation of any federal, state or local law, regulation, or ordinance.
10. The County agrees that at all times during the term of this Agreement, it shall indemnify, hold harmless and defend the City, its Common Council, officers, employees and representatives from and against any and all claims for damages that may be sustained or incurred by reason of performance under this Agreement and/or from any penalty or forfeiture that might be assessed or imposed by reason of violation of any federal, state or local law, regulation, or ordinance by the County.
11. The City agrees that at all times during the term of this Agreement, it shall indemnify, hold harmless and defend the County, officers, employees and representatives from and against any and all claims for damages that may be sustained or incurred by reason of performance under this Agreement and/or from any penalty or forfeiture that might be assessed or imposed by reason of violation of any federal, state or local law, regulation, or ordinance by the City.
12. This Agreement constitutes the entire integrated agreement among the parties and may be amended by the parties only upon mutual written agreement; the Town agrees and acknowledges that the Resolution Regarding Maintenance of Gypsy Road adopted by the Town Board on or about June 13, 2016 has no binding, direct or collateral impact, upon or to, the City or its interests under this Agreement or otherwise.
13. In the event any part or portion of this Agreement is held to be invalid by a court of law or other administrative body, the remaining provisions of this Agreement shall nevertheless survive and remain effective and in full force.
14. All notices, requests, demands and other forms of communication among the parties arising under this Agreement shall be in writing and delivered via properly addressed, postage-paid First Class Mail to any affected signatory to this Agreement at his or her respective government offices.
15. At such time as those segments of the affected right-of-ways as hereunder described shall, by operation of law or agreement among the parties, come within the corporate limits of the City, this Agreement shall be ineffective.
16. County and Town reserve the right to provide road maintenance and snow removal services along with the other agreed upon services set forth herein for which the City has agreed to perform if in the opinion of the County or Town, the City fails to properly provide such services. In such circumstances, DOT General

Transportation Aids will be retained by the County and Town to pay for all such costs.

15.17. The County and Town will retain all DOT General Transportation Aids associated with performing road construction and repair on the road segments described herein which may or may not be performed in the sole discretion of the County or Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement consisting of four (4) typewritten pages as of the date first written above:

CITY OF WATERTOWN
a Wisconsin municipal corporation

COUNTY OF JEFFERSON
a Wisconsin quasi-municipal corporation

BY:

BY:

John David
Mayor

Benjamin Wehmeier
County Administrator

Cindy Rupprecht
City Clerk/Treasurer

Barbara Frank
County Clerk

TOWN OF WATERTOWN
a Wisconsin quasi-municipal corporation

BY:

Richard Gimler
Town Chairperson

James Wendt
Town Clerk