City of Stoughton, 207 S. Forrest Street, Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL

Approving a financial agreement between the State of Wisconsin and the City of Stoughton for costs associated with the reconstruction of USH 51 from Harrison Street to Roby Road scheduled to be constructed in 2026.

Committee Action: Public Works Committee

Fiscal Impact: City - $585,750 (estimate); Stoughton Utilities - $764,700 (estimate)

File Number:	R--2022	**Date Introduced**

WHEREAS, the Wisconsin Department of Transportation (DOT) is scheduled to reconstruct USH 51 between Harrison Street to Roby Road, in 2026 (the "Project"); and

WHEREAS, a financial agreement has been prepared for the City's contribution to the project; and

WHEREAS, the current cost estimate is based on standard DOT lighting which the City's portion is 50%; and

WHEREAS, the City's portion is 20% for new sidewalk and 100% for sidewalks wider than five feet; and

WHEREAS, the project plans upgrade the existing sidewalk to10-foot wide sidewalks on the north side of USH 51 from Hamilton Street to Silverado Drive; and

WHEREAS, the estimated City cost for sidewalks, reinstallation of Rectangular Rapid Flashing Beacons, and standard street lighting is estimated to be $585,700; and

WHEREAS, the estimated cost for sanitary sewer is $400,000 and $364,700 for water main; and

BE IT RESOLVED by the Common Council of the City of Stoughton that the State/Municipal Financial Agreement For A State –Let Highway Project (USH 51 – Harrison Street to Roby Road), is hereby approved, Mayor Swadley is authorized and directed to execute the Agreement on behalf of the City, and the City Finance Director is authorized to pay the Wisconsin Department of Transportation pursuant to such Agreement.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

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STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: June 14, 2022 I.D.: 5845-16-02/ 23/ 73/ 83 Road Name: USH 51 Title: Stoughton - Madison Limits: Harrison St to Roby Rd County: Dane Roadway Length: 1.244 MI

The signatory **City of Stoughton**, 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: US 51 is a principal arterial west of County N and minor arterial east of County N. The existing roadway from Harrison Street to Jackson Street is a 4-lane undivided urban section and a 2-lane undivided rural section from Jackson Street to Roby Road. This project will address existing safety conditions, accommodate travel demand, address existing pavement conditions, improve bicycle and pedestrian accommodations, and long-term planning and corridor preservation.

Proposed Improvement - Nature of work: Full reconstruction and expansion. Reconstruct roadway with four 12-foot lanes from Harrison Street to Silverado Drive. Expand the roadway to a 4-lane divided highway from Jackson Street to Roby Road. Replace and widen existing sidewalk. Where sidewalk does not exist from Jackson Street to Roby Road, add new sidewalk to both sides of the highway.

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: The city is responsible for 20% of the cost of new sidewalk. The city is responsible for 100% of the cost of additional sidewalk width beyond the standard 5-ft sidewalk width and reinstalling rectangular rapid flashing beacons "RRFBs". The city is responsible for 50% of the cost of standard lighting and any decorative lighting cost greater than the cost of a standard lighting system as well as the construction inspection and acceptance of the lighting system. All construction costs associated with water main and sanitary sewer replacements.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development 5845-16-02	$ 3,000,000	$ 3,000,000	100%	$ -	
Real Estate Acquisition:					
Acquisition 5845-16-23	$ 800,000	$ 800,000	100%	$ -	
[1]Construction:					
Roadway	$ 9,300,000	$ 9,300,000	100%	$ -	
New Sidewalk	$ 313,000	$ 250,400	80%	$ 62,600	20%
Municipal Items					
- Widen Sidewalk	$ 113,300	$ -		$ 113,300	100%
- Reinstall RRFBs	$ 41,800	$ -		$ 41,800	100%
Street Lighting	$ 736,100	$ 368,050	50%	$ 368,050	50%
subtotal 5845-16-73:	$ 10,504,200	$ 9,918,450		$ 585,750	
[1]Non-Participating:	$ -	$ -			
Water Main	$ 364,700	$ -		$ 364,700	100%
Sanitary Sewer	$ 400,000	$ -		$ 400,000	100%
subtotal 5845-16-83:	$ 764,700	$ -		$ 764,700	
Total Cost Distribution	**$ 15,068,900**	**$ 13,718,450**		**$ 1,350,450**	

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 1 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement 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 Stoughton** (please sign in blue ink)

Name (print) Title

Signature Date

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

Name **Steve Flottmeyer** Title **WisDOT Southwest Region Planning Chief**

Signature Date

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 construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (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 for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

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, in cooperation with the State, assist with public relations for the project and 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 project.

8. Basis for local participation:

(a) Roadway Construction (5845-16-73):

Construction costs necessitated by the roadway improvement are 100% eligible for Federal/ State funding. As items are identified during the design phase that require cost participation or are ineligible for Federal/ State funding, this agreement will be amended to reflect those costs.

New Sidewalk: Replacement of existing standard sidewalk necessitated by the roadway improvement is 100% eligible for Federal/ State funding. New standard sidewalk is 80% eligible for Federal/ State funding. The Municipality will be responsible for 20% of the new sidewalk costs.

Municipal Items: The Municipality will be 100% responsible for the construction costs of sidewalk wider than the standard width. The Municipality will be 100% responsible for the costs to reinstall rectangular rapid flashing beacons.

Street Lighting: Continuous street lighting designed to accepted WisDOT standards and installed at time of construction is 50% eligible for Federal/State funding. The Municipality may request decorative lighting in place of standard lighting; however, the State will only participate in 50% of the standard lighting cost. All future maintenance and operation costs of the street lighting are the responsibility of the Municipality.

(b) Municipality-owned Utilities (5845-16-83):

The construction estimates were provided by the Municipality and are preliminary for program scheduling only. The Municipality is responsible for 100% of the costs for improvements to the sanitary sewer, water main, and any adjustments to the valves or covers located within the roadway. 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 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.

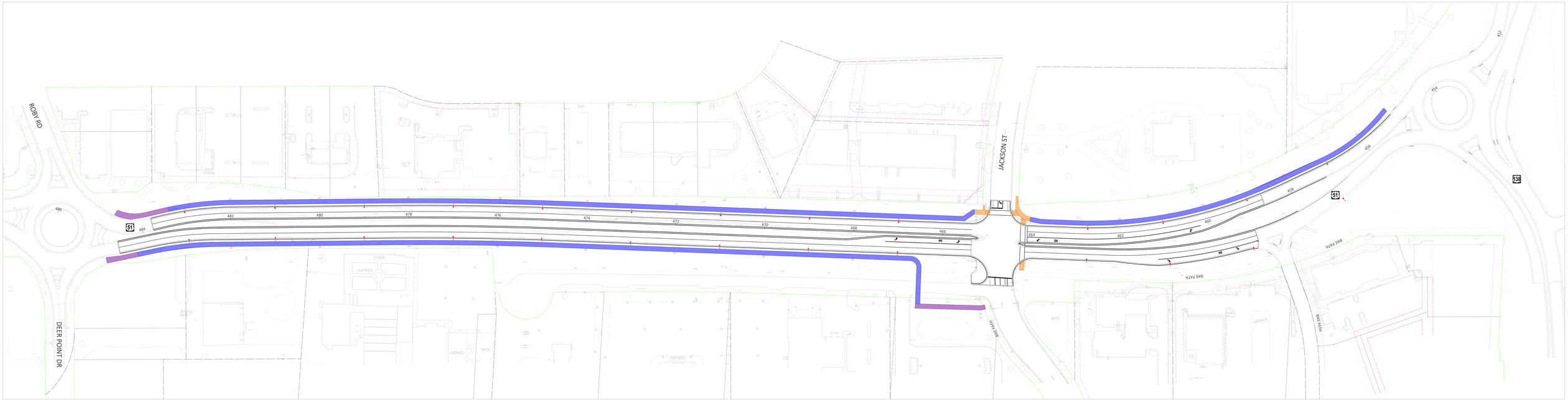
Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement 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.

PROJECT 5845-16-73
US 51
HARRISON ST TO ROBY RD
DANE COUNTY

LEGEND

- CONSTRUCTION LIMIT
- EXISTING RIGHT OF WAY
- TEMPORARY LIMITED EASEMENT
- PROPOSED RIGHT OF WAY
- EXISTING EASEMENT
- SIDEWALK TO BE REPLACED (100% WISDOT COST)
- SIDEWALK TO BE REPLACED AND WIDENED (WISDOT PAYS 100% OF THE REPLACEMENT WIDTH; STOUGHTON PAYS 100% OF WIDENING)
- NEW SIDEWALK (80% WISDOT COST, 20% STOUGHTON COST)
- PROPOSED POLE MOUNTED LIGHTING UNIT (35' POLE, 10' ARMS, AND LED TYPE C FIXTURES)
- PROPOSED WALKWAY LIGHTING UNIT (10' POLE)

0 100 200 Feet



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