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 Roby Road to CTH B scheduled to be constructed in 2026.		
Committee Action:	Public Works Committee	
Fiscal Impact:	City - $2,378,400 (estimate)	
File Number:	R--2022	**Date Introduced**

WHEREAS, the Wisconsin Department of Transportation (DOT) is scheduled to reconstruct USH 51 between Roby Road and CTH B, 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 includes 10-foot wide sidewalks on both sides of USH 51; and

WHEREAS, the project plans include a Pedestrian Underpass near Rutland-Dunn Town Line Road; and

WHEREAS, the project plans include upgrading the intersection at Rutland-Dunn Town Line Road to a Roundabout; and

WHEREAS, the City cost for these items is estimated to be $2,378,400; 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 - Roby Road to CTH B), 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 24, 2022 I.D.: 5845-16-04/24/74 Road Name: USH 51 Title: Stoughton - Madison Limits: Roby Road to CTH B/AB County: Dane Roadway Length: 3.7 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 2-lane undivided highway in Dane County. The existing roadway from Roby Road to CTH B/AB is a rural section consisting of two 12-foot lanes. This project will address existing safety conditions, travel demand, pavement conditions, bicycle and pedestrian accommodations, and long-term planning and corridor conservation.

Proposed Improvement - Nature of work: Full reconstruction with expansion. Reconstruct and expand the roadway to a 4-lane divided urban section with terraces and 10-foot sidewalks from Roby Road to CTH B. The intersections of Rutland-Dunn Townline Road and CTH B will be reconstructed to multi-lane roundabouts. Replace the existing pedestrian underpass near Charles Lane. Replace the box culvert north of Lake Kegonsa.

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-foot sidewalk width. The city is responsible for 50% of the cost of a standard lighting system as well as the construction inspection and acceptance of the lighting system. If the city chooses decorative lighting, then the city is responsible for the upgraded cost greater than the cost of a standard lighting system in addition to the 50% cost of a standard lighting system. The city is responsible for 100% of the cost of a new pedestrian underpass at Rutland-Dunn Townline Road including final design, construction, and state oversight. The city is responsible for 100% of the additional costs to construct a multi-lane roundabout at the intersection of Rutland-Dunn Townline Road beyond the initial estimated cost to construct a stop-controlled intersection per the US 51 study.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development 5845-16-04	$ 4,275,000	$ 4,275,000	100%	$ -	
Real Estate Acquisition:					
Acquisition 5845-16-24	$ 1,550,000	$ 1,550,000	100%	$ -	
[1]Construction:					
Roadway	$ 25,309,000	$ 25,309,000	100%	$ -	
New Sidewalk	$ 292,000	$ 233,600	80%	$ 58,400	20%
Municipal Items					
Wider Sidewalk	$ 290,000	$ -		$ 290,000	100%
Rutland-Dunn RAB upgrade	$ 232,000	$ -		$ 232,000	100%
Street Lighting	$ 348,000	$ 174,000	50%	$ 174,000	50%
Pedestrian Underpass near Rutland-Dunn	$ 1,624,000	$ -		$ 1,624,000	100%
Retaining Walls	$ 1,305,000	$ 1,305,000	100%	$ -	0%
Box Culvert	$ 725,000	$ 725,000	100%	$ -	
Pedestrian Underpass near Charles Lane	$ 940,000	$ 940,000	100%	$ -	
subtotal 5845-16-74:	$ 31,065,000	$ 28,686,600		$ 2,378,400	
Total Cost Distribution	**$ 36,890,000**	**$ 34,511,600**		**$ 2,378,400**	

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, 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.

   (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 (5845-16-74):

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 additional costs to construct a multi-lane roundabout at the intersection of Rutland-Dunn Townline Road beyond the initial estimated cost to construct a stop-controlled intersection per the US 51 study.

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.

Pedestrian Underpass near Rutland-Dunn: The Municipality will be 100% responsible for the cost of a new pedestrian underpass at Rutland-Dunn Townline Road including final design, construction, and state oversight.

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.

From: Schmidt, David - DOT (DTSD)
To: Rodney J. Scheel
Cc: DOT DTSD US 51 Stoughton to McFarland Design 04; Kobryn, Jennifer - DOT; Brett Hebert
Subject: RE: 5845-16-04/74: US 51, Design, SMFA for Segment 4
Date: Friday, July 15, 2022 2:33:32 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Rodney,

Here is a link to an exhibit Strand did for out last estimate:
https://wisdot.box.com/s/j4zbc4pvtx3qppreo0kcvslkc92jh0f8

Pedestrian Underpass Costs

- Design = $60,000
- Underpass Construction (concrete box, grading, paths) = $450,000
- Retaining walls (retaining walls on each side) = $740,000
- Contingency (inflation/bid item increases over time) = $150,000
- Construction Engineering/inspection = $224,000 (16% of construction bid item costs)
- **TOTAL = $1,624,000**

Thanks,

David Schmidt, P.E.|Project Manager
Wisconsin Department of Transportation (DTSD)
Southwest Region Madison Office
PDS Dane 2 Unit
Phone: 608-246-3867
Cell: 608-516-9041
David2.Schmidt@dot.wi.gov

Schedule:
Monday – Thursday: 7:30 am to 5:00 pm
Friday: 7:30 am to 11:30 am
Tuesdays and Wednesday in the Office

From: Rodney J. Scheel <rjscheel@ci.stoughton.wi.us>
Sent: Friday, July 15, 2022 10:57 AM
To: Schmidt, David - DOT (DTSD) <David2.Schmidt@dot.wi.gov>
Cc: DOT DTSD US 51 Stoughton to McFarland Design 04

PRELIMINARY - 2022 06 22

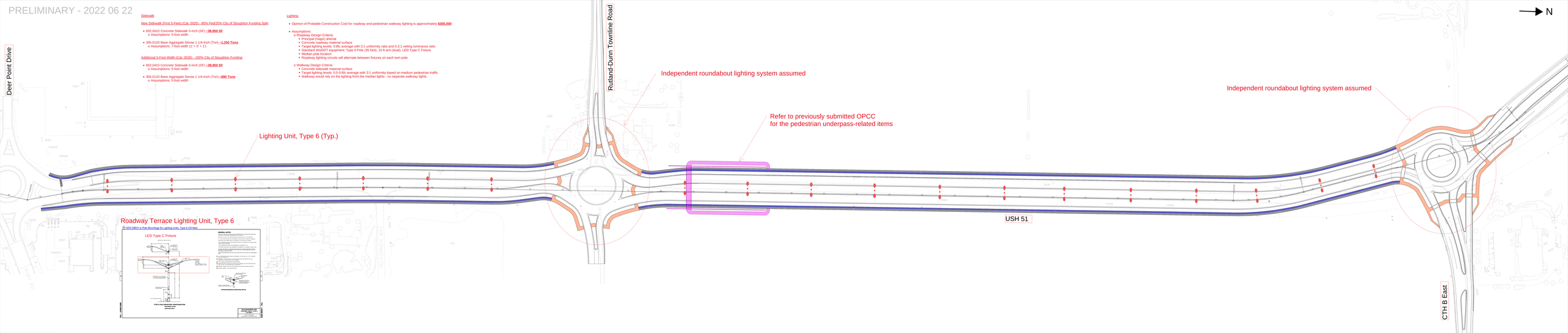
Sidewalk

New Sidewalk (First 5-Feet) (Cat. 0020) - 80% Fed/20% City of Stoughton Funding Split:

- 602.0410 Concrete Sidewalk 5-Inch (SF) **~38,950 SF**
  - Assumptions: 5-foot width
- 305.0120 Base Aggregate Dense 1 1/4-Inch (Ton) **~1,250 Tons**
  - Assumptions: 7-foot width (1' + 5' + 1')

Additional 5-Foot Width (Cat. 0030) - 100% City of Stoughton Funding:

- 602.0410 Concrete Sidewalk 5-Inch (SF) **~38,950 SF**
  - Assumptions: 5-foot width
- 305.0120 Base Aggregate Dense 1 1/4-Inch (Ton) **~890 Tons**
  - Assumptions: 5-foot width

Lighting

- Opinion of Probable Construction Cost for roadway and pedestrian walkway lighting is approximately **$300,000**
- Assumptions:
  - Roadway Design Criteria
    - Principal (major) arterial
    - Concrete sidewalk material surface
    - Target lighting levels: 0.8fc average with 3:1 uniformity ratio and 0.3:1 veiling luminance ratio
    - Standard WisDOT equipment: Type 6 Pole (35 foot), 15 ft arm (dual), LED Type C Fixture
    - Median pole location
    - Roadway lighting circuits will alternate between fixtures on each twin pole
  - Walkway Design Criteria
    - Concrete sidewalk material surface
    - Target lighting levels: 0.5-0.6fc average with 3:1 uniformity based on medium pedestrian traffic
    - Walkway would rely on the lighting from the median lights - no separate walkway lights.