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

RESOLUTION OF THE COMMON COUNCIL	
Approving an Agreement with the Town of Rutland to make improvements to Oak Opening Drive and Deer Point Drive within the Town Committee Action: Fiscal Impact: $	
File Number: R -6- 2022	**Date Introduced:** January 11, 2022

WHEREAS, the City has previously approved an agreement to make improvements to Deer Point Drive and Oak Opening Drive within the Town of Rutland to accommodate bikes and pedestrians associated with the Kettle Park West Development; and

WHEREAS, the City has now approved the 51 West Final Plat that warrants improvements for the remaining portion of Oak Opening Drive in the Town of Rutland to accommodate bikes and pedestrians and a water main to connect the 51 West Development to the Kettle Park West Development; and

WHEREAS, the City proposes to enter into an agreement with the Town of Rutland for the improvements within the Town; and

WHEREAS, an agreement has been prepared and introduced to the Town of Rutland; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper City official(s) be hereby directed and authorized to execute an agreement with the Town of Rutland in the form attached as **Exhibit A**.

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

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

_____

Tim Swadley, Mayor Date

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

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: January 6, 2022

To: Common Council

From: Rodney J. Scheel
Director of Planning & Development

Subject: Agreement Regarding Town Road Improvements
Oak Opening Drive & Deer Point Drive

In 2020, the City approved entering into an agreement with the Town of Rutland to make improvements to Oak Opening Drive and Deer Point Drive within the Town of Rutland related to the Kettle Park West Development. The proposed improvements include upgrading and widening the pavement width from approximately 22 feet to 32 feet to provide bike/pedestrian accommodations through the rural roadway sections within the Town. That agreement has not been executed by the Town but now the 51 West Development warrants improvements to the remaining segment of Oak Opening Drive in the Town. The additional scope of work includes installation of a water main connecting the Kettle Park West Development to the 51 West Development within the Town portion of Oak Opening Drive. It is also proposed to make the same pavement improvements to the northern portion of Oak Opening Drive.

A draft agreement has been prepared and is recommended for approval.

If you have any questions, please let me know.

CC: Mayor Tim Swadley

51 West Development
Town Agreement Area
Kettle Park West

AGREEMENT REGARDING TOWN ROAD IMPROVEMENTS

THIS AGREEMENT REGARDING TOWN ROAD IMPROVEMENTS is entered into as of the ____ day of _____, 2022 (the "Effective Date"), by and between the City of Stoughton, a Wisconsin municipal corporation (the "City") and the Town of Rutland, a Wisconsin township (the "Town").

RECITALS

A. The City desires to construct certain improvements within the Oak Opening Drive and Deer Point Drive rights-of-way located within the Town.

B. The Town is willing to authorize the City to perform work within the Oak Opening Drive and Deer Point Drive rights-of-way on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing recitals and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Town and the City agree as follows:

1. Improvements Authorized. The Town hereby authorizes the City to construct and install those improvements within the Oak Opening Drive and Deer Point Drive rights-of-way within the Town that are depicted on Exhibit A attached hereto (the "Improvements"). The City may construct the Improvements, during the term of this Agreement, if and when the City determines that such Improvements are necessary or desirable. For the avoidance of doubt, this Agreement grants to the City the right, not the obligation, to construct the Improvements.

2. Costs and Expenses. The City shall be solely responsible for the cost of the Improvements and any expenses associated therewith. In addition, the City will reimburse the Town for reasonable legal fees incurred in connection with the Town's review of this Agreement, which reimbursement will be paid within thirty (30) days of receipt of an invoice from the Town.

3. Permits. The Town hereby delegates to the City the authority to issue any local permits needed for the construction of the Improvements.

4. Plans and Specifications. The City shall provide the Town with a set of plans and specifications for the Improvements at least thirty (30) days prior to the commencement of any construction activities under this Agreement.

5. Weight Restrictions. The parties agree to impose no weight restrictions on Oak Opening Drive, Deer Point Drive or on Rutland Dunn Town Line Road east of Oak Opening Drive.

6. Approval of Start Date. No land disturbances or work shall begin without the Town Chairperson's approval, not to be unreasonably withheld, of a starting date and schedule which shall be submitted by the City to the Town at least seven calendar days before work is scheduled to begin.

7. Contractors Engaged by City. The City shall furnish the Town's Chairperson with the names of all contractors and their subcontractors, with the classification of work they will perform, not less than seven calendar days prior to any work beginning.

8. Construction Oversight. The City shall oversee construction of the Improvements.

9. Time of Completion. Unless otherwise agreed, all work specified herein shall be completed within twelve months following commencement of construction.

10. Compliance with Laws. The City shall comply with all applicable federal, state and local laws and regulations governing construction of the Improvements.

11. Ownership and Maintenance of Improvements. The improved roads shall be town roads and after completion the Town shall have sole responsibility for maintenance, repair and replacement of the roads, except the City shall be responsible for snow removal. The water main to be installed within the Oak Opening Drive right of way shall be the property of the City of Stoughton, and the City shall have the right and sole responsibility for maintenance, repair, and replacement of the water main. The Town grants to the City the perpetual right to use, maintain, repair and replace the water main, and this provision shall survive the termination of this Agreement.

12. Public Right-of-way to Remain Open. Following completion of the Improvements, neither the City nor the Town shall install any gate, erect any barrier or take any other action to close off or otherwise impede the free and uninterrupted flow of the traveling public along Oak Opening Drive between the City of Stoughton and the Town of Rutland, provided, however, that either party may, from time to time, temporarily close or restrict portions of Oak Opening Drive within their respective jurisdiction during an emergency or while maintenance and repair activities are being performed. The covenants contained in this paragraph shall be construed as independent covenants that will survive the termination of this agreement for a period of thirty years.

13. Miscellaneous.

a. This Agreement is an Intergovernmental cooperation agreement authorized under section 66.0301 (2) of the Wisconsin statutes.

b. This Agreement is limited to the subject matter contained herein and may be amended only by a written agreement signed by both the Town and the City.

c. This Agreement is not intended to and shall not be construed to give any person not a party to this Agreement any interest or right (including without limitation any interest or right as a third-party beneficiary) with respect to or in connection with this Agreement.

d. The provisions of this Agreement are intended to be enforceable among the parties. In the event of a dispute between or among parties to this Agreement, the parties shall meet and attempt to resolve the dispute informally before resorting to litigation.

e. This Agreement shall be interpreted pursuant to the laws of the State of Wisconsin.

f. Both parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

g. This Agreement may be executed in original counterparts, each counterpart deemed a valid original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

CITY:
CITY OF STOUGHTON
Dane County, Wisconsin

By: _____
Tim Swadley, Mayor

ATTEST:

_____
Candee Christen, City Clerk

Approved as to Form:

_____
Matthew P. Dregne, City Attorney

TOWN:
TOWN OF RUTLAND

By: _____
Deana Zentner, Town Chairperson

By: _____
Sue Williams, Board Member

By: _____
Nancy Nedveck, Board Member

By: _____
Bob Postel, Board Member

ATTEST:

_____
Dawn George, Town Clerk

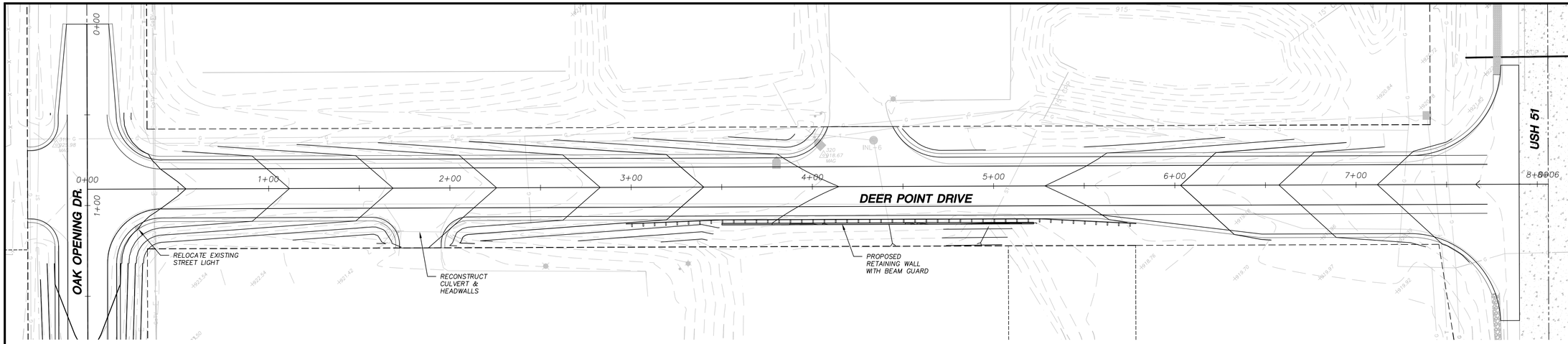
Exhibits:
A – Concept Plans for Improvements

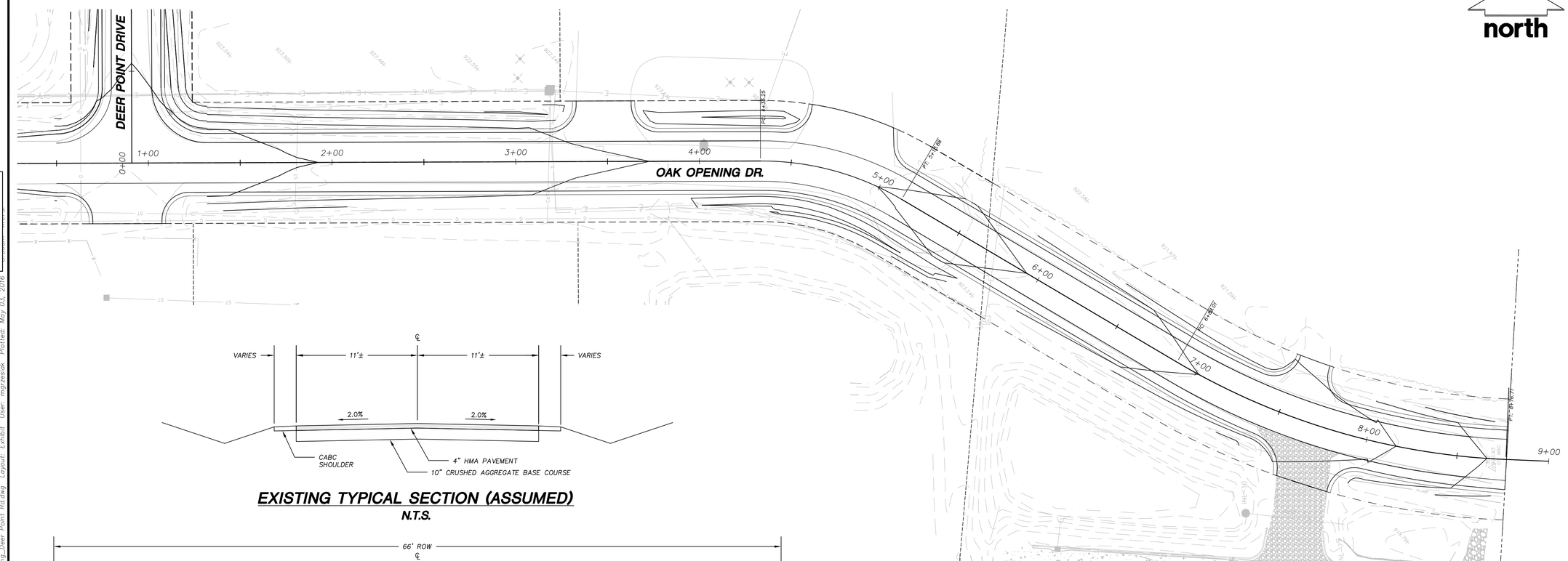
EXHIBIT A

Concept Plans for Improvements

[See attached]

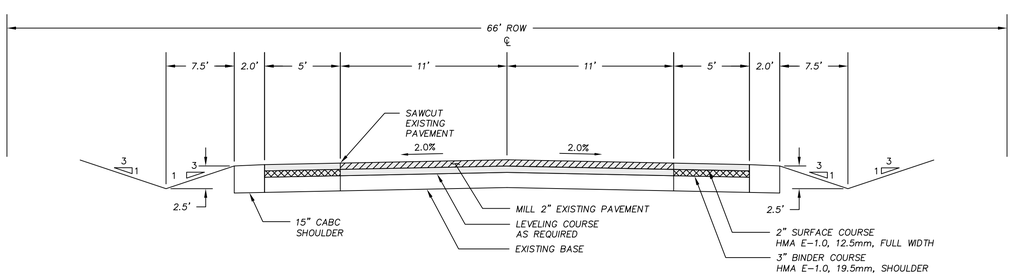
Exhibit A





EXISTING TYPICAL SECTION (ASSUMED)

N.T.S.



PROPOSED TYPICAL SECTION

N.T.S.

NOTES:

1. INTERSECTION OF USH51/DEER POINT/ROBY ROAD WILL BE DESIGNED SEPARATELY IN CONJUNCTION WITH THE TOWN OF RUTLAND, CITY OF STOUGHTON AND WISDOT.
2. ROADWAY SECTION IS CONCEPTUAL. FIELD VERIFICATION OF EXISTING ROADWAY SECTION WILL DETERMINE PROPOSED SECTION.

FOR CONCEPTUAL PURPOSES ONLY

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30' 0 30'

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SERVICES PROVIDED TO:

FDG

PROJECT:

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PHASE II
PUBLIC
IMPROVEMENTS

PROJECT LOCATION:

CITY OF STOUGHTON
DANE COUNTY,WI

JSD PROJECT NO.: 15-7018E

SEAL/SIGNATURE:

PRELIMINARY

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL DETAIL AND DIMENSIONS OF THEIR TRADE AND BE RESPONSIBLE FOR THE SAME.

DESIGN:	JSD	12-17-15
DRAWN:	JSD	12-17-15
APPROVED:		

PLAN MODIFICATIONS:	DATE:
PRELIMINARY AGENCY SUBMITTAL	12-18-15
PRELIMINARY / FINAL PLAT SUBMITTAL	01-14-16
MUNICIPAL SUBMITTAL	03-18-16

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Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
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SHEET TITLE:

OAK OPENING DRIVE DEER POINT DRIVE IMPROVEMENT EXHIBIT

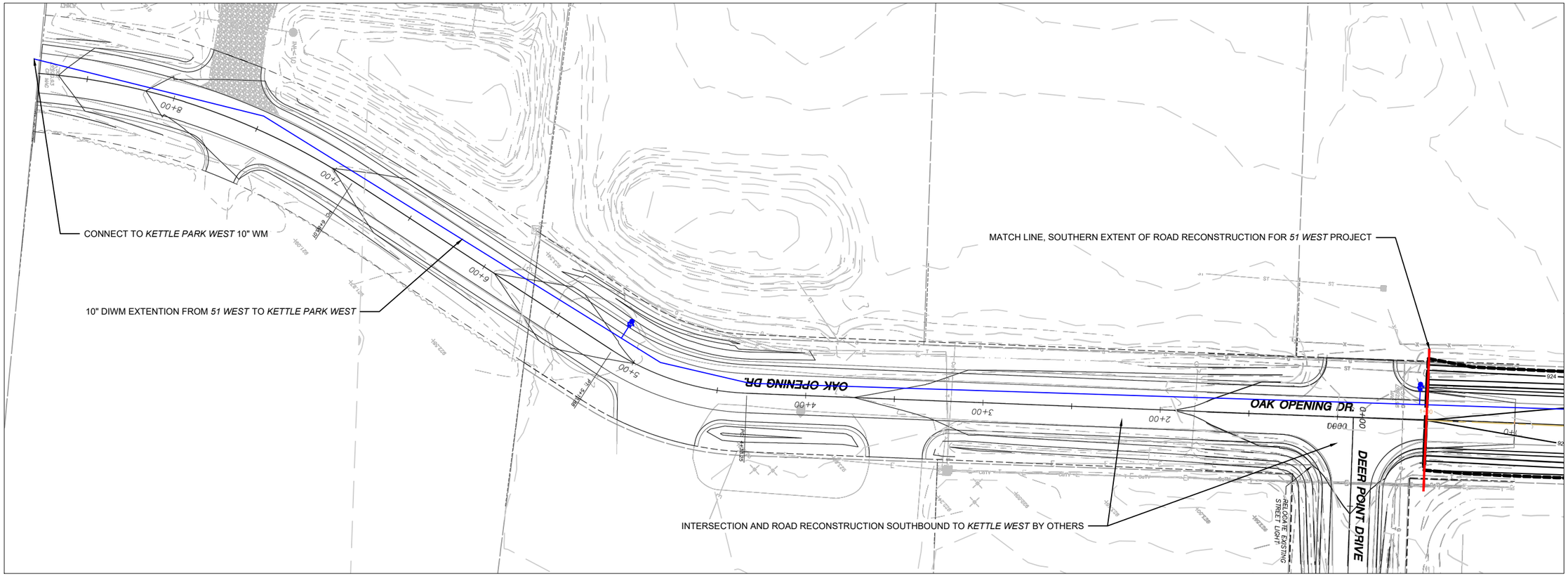
SHEET NUMBER:

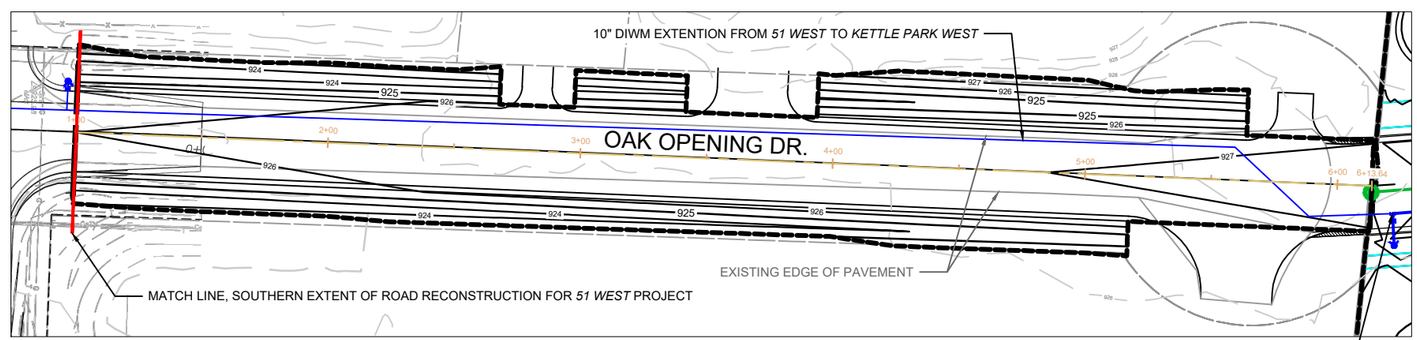
C002

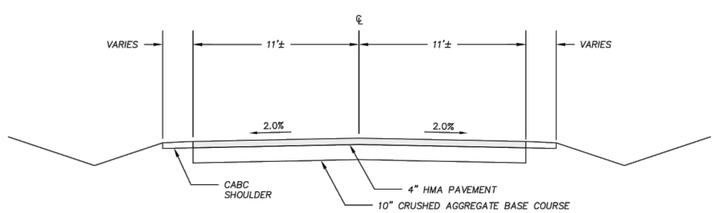
THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.

File: I:\2015\15018E\DWG\15-7018-Civil Design_Oak Opening_Deer Point Rd.dwg Layout: Exhibit User: mgrzesiok Plotted: May 03, 2016

Exhibit A - Page 2







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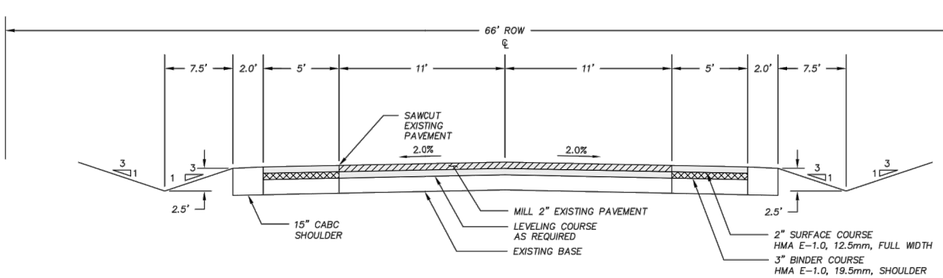

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FOR CONCEPTUAL PURPOSES ONLY

0 15 30 60

			NO.	DATE	REVISION	BY
PROJECT DATE: .	DRAWN BY:	Init	.	.	.	.
	DESIGNED BY:	Init	.	.	.	.
	CHECKED BY:	Init	.	.	.	.

PLOT DATE: 1/5/2022 10:42 AM, P:\19000s\19090s\19091\19091001\CADD\Construction Drawings\19091001 Oak Opening Extention Exhibit.dwg

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51 WEST SUBDIVISION
RHD PROPERTIES, LLC
STOUGHTON, DANE COUNTY, WI

OAK OPENING DRIVE IMPROVEMENT EXHIBIT

PROJECT NO. 19091001

SHEET C001