

# Office of the City Engineer

**John C. Rooney, P.E.**  
Assistant Commissioner of Public Works/  
City Engineer



City Hall  
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Racine, Wisconsin 53403  
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July 23, 2018

**To:** Tom Lazcano, P.E.  
Village Engineer  
Village of Caledonia

**From:** John C. Rooney, P.E.  
City Engineer/Assistant Commissioner of Public Works

**RE:** Memorandum of Understanding (revised) – Three Mile Road (from 480 feet west of LaSalle Street, west 2,568 feet

Pursuant to our March 13, 2018 and May 14, 2018 meetings with Village of Caledonia officials and Payne & Dolan, Inc.; I offer for your review this Memorandum of Understanding (MOU) for the subject project. The basis for this MOU is to articulate the City of Racine and Village of Caledonia's expectations for the project and development of an inter-municipal agreement for reimbursement of the Village's pro rata share of the construction costs plus 15% for design engineering, contract and construction management services.

On November 7, 2017 the City of Racine Common Council approved Resolution 0365-17 for a public hearing to be held in 2018 for the 2019 construction of Portland Cement Concrete Pavement, Curb and Gutter, and Sewer & Water Laterals on Three Mile Road from 480 feet west of LaSalle Street, west 2,568 feet. A public hearing for assessments to City property owners for this project was held on May 8, 2018. The Common Council approved the final resolution for this project on June 19, 2018.

On page 68 under section 7.4 Racine Matching Funds For Three Mile Road Improvement of the "Racine Area Intergovernmental Sanitary Sewer Service, Revenue-Sharing, Cooperation and Settlement Agreement" dated April 25, 2002; it states "Racine shall spend from Revenue Sharing payments that it receives from Caledonia under this Agreement an amount representing the Racine's pro rata share of upgrading and improving Three Mile Road in the vicinity of the boundary between Racine and Caledonia, subject to the condition that Caledonia contemporaneously spends its pro rata share of the cost of the project, or except as otherwise agreed by Racine and Caledonia." In 2012, the City of Racine and Village of Caledonia completed the first stage of this project from N. Main Street to 480 feet west of LaSalle Street. This MOU is to complete the balance of this agreed upon improvement.

The typical sections and cost estimate are attached for your review. The understanding between the City and Village is more particularly described as follows:

### Design Considerations

1. The pavement type selected is 9" doweled Portland Cement Concrete Pavement with separate curb and gutter in the area of joint Village & City right-of-way.

2. The typical section between LaSalle Street and Douglas Ave will be a 4-lane, undivided, 52-foot wide flange to flange pavement with separate 18-inch curb & gutter.
3. The Village is not desirous of any additional street lighting on this project above and beyond what is already provided for by We Energies or traffic signal infrastructure within Village right-of-way on this project.
4. The Village and the City agree to construct the undivided 4-lane roadway within the existing 66-foot right-of-way between Erie Street and North Main Street to facilitate installation of two bidirectional travel lanes with bicycle accommodation. It is agreed upon there will be no parking lane or sidewalk included in this project. No right-of-way acquisition will be required by the City or Village.
5. It is agreed that no extension of sanitary sewer or sanitary laterals will be provided to serve the properties owned by Payne and Dolan, Inc.
6. The City and Village further agree to the following design details:

A. Existing intersection of Three Mile Road & Charles Street (if quarry expansion approved by Village)

- 1) Charles Street will be vacated by the Village and relocated approximately 840 feet (+/-) to the east. The Village will plat a new 76 foot wide right-of-way for the relocation of Charles Street.
- 2) Vacated Charles Street approach will become a private entrance and exit to Payne and Dolan, Inc. – Racine Quarry. Charles Street will be the private entrance and exit to Payne and Dolan, Inc. – Racine Quarry. The exit onto Three Mile Road from Payne and Dolan will be closed. Payne and Dolan will cause the area to be closed with fencing.
- 3) The City will reconstruct the north approach of Charles Street and provide larger turning radius for trucks exiting westbound.
- 4) No designated left turn lane will be required for eastbound to northbound movement at the newly relocated Charles Street or private entrance and exit to Payne and Dolan, Inc. – Racine Quarry.
- 5) The existing water meter pit and water service to the quarry at the intersection will be maintained as part of this project. The relocation of new water mains extending east from this pit and out of the existing right-of-way of Charles Street must be completed prior to May 1, 2019.
- 6) Design, alignments, and as-built plans are requested by the City for existing Charles Street at the intersection of Three Mile Road.
- 7) The Racine County survey monument at this intersection will need to be re-established with costs split equally by the City and Village.
- 8) Payne and Dolan will utilize Charles Street to exit and enter the property to and from the north via Charles Street and will use all designated heavy traffic/truck routes as permitted by the Village during staged construction while Three Mile Road is closed.

B. New location of Charles Street (if quarry expansion approved by Village)

- 1) The City will not provide any intersection geometrics for this new intersection.
- 2) It is understood that the Village will cause a curb cut within Village right-of-way for the new intersection within new right-of-way platted by the Village.

- 3) The City will not extend sewer or water service north at this new intersection, and will minimize, to the maximum extent practical, the installation of curb inlets in the area of the new intersection connection.

C. Existing intersection of Three Mile Road & Charles Street (if quarry expansion denied by Village)

- 1) Existing Charles Street will remain a 76 foot wide right-of-way.
- 2) Charles Street will be the private entrance and exit to Payne and Dolan, Inc. – Racine Quarry. The exit onto Three Mile Road from Payne and Dolan will be closed. Payne and Dolan will cause the area to be closed with fencing.
- 3) The City will reconstruct the north approach of Charles Street to the existing typical section width and provide larger turning radius for trucks exiting westbound.
- 4) A designated left turn lane will be required for eastbound to northbound movement at Charles Street.
- 5) The City will design a raised median island to separate left and right turn from southbound traffic on the north approach of Charles Street.
- 6) The intersection will remain stop control with stops signs facing southbound traffic on Charles Street. Charles Street traffic will stop and yield right-of-way to east and westbound traffic on Three Mile Road.
- 7) The existing water meter pit and water service to the quarry at the intersection will be maintained as part of this project. The relocation of new water mains extending east from this pit and out of the existing right-of-way of Charles Street must be completed prior to May 1, 2019.
- 8) Design, alignments, and as-built plans are requested by the City for existing Charles Street at the intersection of Three Mile Road.
- 9) The Racine County survey monument at this intersection will need to be re-established with costs split equally by the City and Village.
- 10) Payne and Dolan will utilize Charles Street to exit and enter the property to and from the north via Charles Street and will use all designated heavy traffic/truck routes as permitted by the Village during staged construction while Three Mile Road is closed.

D. Three Mile Road

- 1) A typical section was discussed for a 66' right-of-way on Three Mile Road.
- 2) Typical Section (attached) was conceptually approved by Village and City Engineering Departments to be an urban section:
  - i. 52' flange to flange
  - ii. 11' inside lanes and 15' outside lanes
  - iii. 18" vertical face curb & gutter
  - iv. Two marked 11' travel lanes and one 5' bicycle lane in each direction
  - v. 9" doweled Portland Cement Concrete Pavement on 6" of 1 ¼" Dense Aggregate Base Course
  - vi. 2% crowned pavement from centerline
  - vii. Typical section to be centered in right-of-way and City/Village limits to the maximum extent practical
  - viii. Find suitable inlet frame & grate to match 18" curb & gutter

- 3) The City and Village will cause attorneys representing each municipality to begin drafting a municipal agreement for design, construction and funding of project, based on a pro rata share of frontage.
- 4) The City will be lead agency for design and construction management.
- 5) The City will conduct survey work for preliminary engineering.
- 6) The City will create some project displays and drawings for use by both municipalities for public information meetings as necessary.
- 7) The City will continually provide updated cost estimates for construction and professional services to the Village.
- 8) The City and Village agreed that existing We Energies Leased Lights are suitable for roadway lighting.
- 9) The quarry exit merge lane will be closed and all quarry traffic will utilize the private entrance and exit to the quarry for all ingress and egress at Charles Street.
- 10) The pedestrian crossing west of Charles Street will not be included in the reconstruction.
- 11) Curb cuts for access points to the properties owned by Payne and Dolan, Inc. will be proposed by the City and reviewed by Payne and Dolan, Inc. and the Village for concurrence.
- 12) Designed to be completely closed to traffic during construction. The City will detour local traffic in Racine using Carlton Drive between Douglas Avenue and LaSalle Street. The Village will determine its own detour for southbound Charles Street and provide that to the City to be included in the plans and contract documents.

### Project Schedule

- A. Review MOU and return comments by 8/15/2018.
- B. City to draft City-Village Municipal Project Agreement by 9/15/2018 for review by the Village.
- C. Village and City approval of agreement - October 2018.
- D. City of Racine design: continuous through January 2019
- E. City of Racine lets project February/March 2019
- F. Construction schedule April – July 2019
- G. Final close-out of project: Fall 2019
- H. Invoice Village of Caledonia for their pro rata share of project construction costs and engineering & construction management services (15% of construction costs): December 2019.

If you have any questions or comments regarding this MOU feel free to contact me at 262-636-9460 or [john.rooney@cityofracine.org](mailto:john.rooney@cityofracine.org).

Cc: Mayor Cory Mason  
Jim Palenick, City Administrator  
Jim Dobbs, President, Caledonia Village Board  
Tom Christensen, Village Administrator  
Sheli Schroeder, City Engineer's Office

Attachment

## THREE MILE ROAD AGREEMENT

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF RACINE, WISCONSIN ("City") and the VILLAGE OF CALEDONIA, WISCONSIN ("Village"), singularly called a "Party" and jointly called the "Parties" herein ("the Agreement").

### RECITALS

WHEREAS, the Parties desire to reconstruct a portion of Three Mile Road ("the Project"), that portion being approximately from 480 feet west of LaSalle Street, west 2,568 feet (the "Project Area"); and

WHEREAS, the Parties shall pay their pro-rata share of the reconstruction costs based on each Party's front footage of right-of-way within the Project Area, however, the Village shall pay 15% of the administrative fees; and

WHEREAS, Wis. Stat. § 66.0301 grants authority to the parties to enter into an inter-governmental cooperation agreement for the receipt or furnishing of services; and

WHEREAS, by City Resolution 0250-18 of August 6, 2018, the City authorized and directed the Mayor and City Clerk to enter into a municipal agreement with the Village for the Project.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Agreement, along with the mutual covenants contained herein, the Parties agree as follows:

1. RELATIONSHIP TO OTHER AGREEMENTS: From and after the date on which this Agreement takes effect, this Agreement must be read together and construed in accordance with all provisions contained in any previous Agreement between the City and the Village relating to cost sharing for infrastructure projects. This Agreement does not supersede and must be read together with the Racine Area Intergovernmental Sanitary Sewer Service, Revenue Sharing, Cooperation and Settlement Agreement ("Racine Sewer Agreement") executed by the Village and the City and dated April 25, 2002. Further, this agreement completes the balance of the 2012 project between the parties from North Main Street to 480 feet west of LaSalle Street.

2. CONTRACT ADMINISTRATION: The City shall assume responsibility for the bidding procedures and the award of the contract for the Project to the lowest responsible bidder. The City shall also be responsible for the administration of the contract during the period of road construction. The Village, however, shall reserve the right to inspect the construction work and shall be permitted access to the construction site at all reasonable times for this purpose. Any changes requested by the Village shall be incorporated into the Project upon the

mutual agreement of the Parties. Any change order or modification in the Project that results in a cost change greater than ten thousand (\$10,000.) dollars, either individually or cumulatively, shall be approved by the Village Engineer before implemented.

3. DESIGN:

- A. Pavement. The pavement type used shall be 9” doweled Portland Cement Concrete Pavement with separate curb and gutter in the area of joint City and Village right of way.
- B. Typical Section. The typical section between LaSalle Street and Douglas Avenue shall be a four-lane, undivided, 52-foot wide flange to flange pavement with separate 18-inch curb and gutter.
- C. The Project shall be designed and constructed in accordance with the Memorandum of Understanding (Revised), with attachments, dated July 23, 2018, from City of Racine City Engineer/Assistant Commissioner of Public Works to Village of Caledonia Village Engineer, which is incorporated herein by reference.

4. PAYMENT:

A. CITY AGREES:

- 1) To pay for all Project costs within the City limits;
- 2) To apportion the Project costs based on a pro-rata share of the costs of the Project based upon the City limits;
- 3) To fund its costs from assessments to abutting property owners and Revenue Sharing funds the City received from the Village under the Racine Sewer Agreement;
- 4) To provide to the Village invoices specifying the materials provided and/or services performed, including for reconstruction, labor, vehicle and equipment use; and
- 5) To provide to the Village invoices for design engineering, contract, and construction management services equal to no greater than 15% of the Village’s pro rata share of Project costs;
- 6) To provide to the Village sufficient documentation to support the invoices made under this Agreement.

B. VILLAGE AGREES:

- 1) To pay for Project costs apportioned to the Village in an amount representing its pro rata share of the Project costs for which it agreed to pay in full pursuant to the Racine Sewer Agreement; and
- 2) That any amount due by the Village under this Agreement shall not exceed \$742,000, unless approved by the Village Board.
- 3) To pay to the City within forty-five (45) days after the date of invoice therefor the amounts invoiced for the materials and services provided and in accordance with this Agreement.

C. THE PARTIES AGREE:

- 1) In the event the Village disputes an invoice it shall provide written notice to the City within 20 days following receipt of the invoice. Within 20 days following written notice of the dispute, representatives of the Parties shall meet to attempt to informally resolve the dispute.
- 2) In the event the dispute cannot be resolved the Parties shall arbitrate the dispute pursuant to Chapter 788 Wis. Stats. In the event the Parties cannot agree upon the selection of a single arbitrator each side shall select an arbitrator and those individual selected shall select an independent or "third" arbitrator. Each side shall pay its arbitrator and the Parties shall split the costs of the third arbitrator. The arbitration shall take place within 60 days following the selection of the third arbitrator. Both Parties agree to expedite pre-arbitration discovery including, but not limited to, depositions, document requests and interrogatories.

5. HOLD HARMLESS: The Parties agree to hold harmless, indemnify and defend one another, their departments, officers, agents and employees for any and all costs, damages, expenses or liability of any type whatsoever for bodily injuries, death or property damage arising out of their negligent or intentional acts or failure to act as required by this Agreement, except to the extent that such liability results from the other's negligent or intentional acts or failure to act.

6. TERMINATION:

A. Default. That in the event of default by either Party of a material requirement herein, the other Party may provide written notice of intent to terminate the Agreement for cause within ten days, and in the event that the default cited is not cured within such time the Agreement may be terminated forthwith by the non-defaulting Party. Notice of such termination shall be provided to the Clerk of the defaulting Party by personal service or registered mail.

B. Completion. This Agreement shall terminate upon the completion of the Project as determined upon final inspection by the City and the Village.

7. WAIVER: Nothing in the Agreement constitutes a waiver by either the Village or the City of any of the provisions of Section 893.80, Wis. Stats., any other municipal liability protection laws, whether statutory or common law, or any insurance policy limitations, nor does it constitute an agreement to pay any form or type of damages not otherwise payable.

8. PARTIES TO THE AGREEMENT: This Agreement is solely for the benefit of the Parties hereto and is not for the benefit of third parties.

9. NOTICES: All notices required by or relating to this Agreement shall be in writing. Each notice shall specifically refer to this Agreement by name (Three Mile Road Agreement). Each notice shall be effective upon delivery (in case of personal service) or three days after mailing (in case of certified or registered mail). Notices under this Agreement shall be mailed to:

City of Racine:

Tara Coolidge, Assistant City Clerk  
730 Washington Avenue  
Racine WI 53403

Village of Caledonia:

Karie Torkilsen, Village Clerk  
6922 Nicholson Road  
Caledonia, WI 53108



This Agreement is made as of the date first stated above.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James Dobbs, Village President

Attest: \_\_\_\_\_  
Karie Torkilsen, Village Clerk

Provisions have been  
made to pay the liability  
that will accrue hereunder.

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry Borchert, Finance Director

\_\_\_\_\_  
Elaine Sutton Ekes  
of Pruitt, Ekes & Geary, S.C.  
Village Attorneys

**CITY OF RACINE**

By: \_\_\_\_\_  
Cory Mason, Mayor

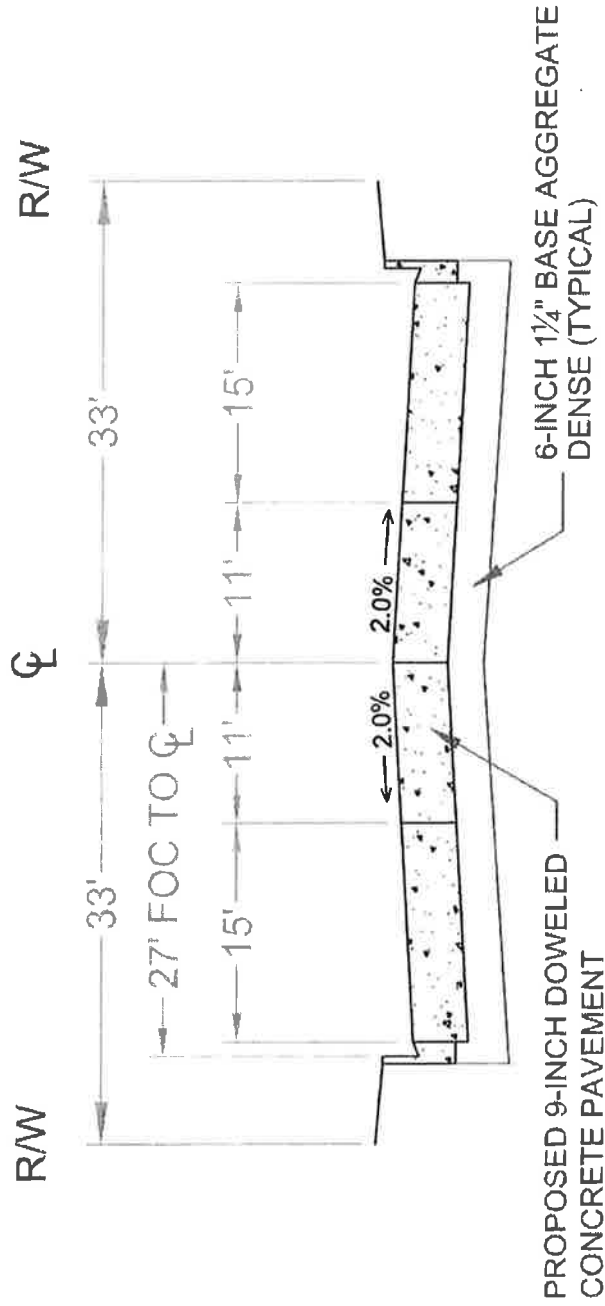
ATTEST: \_\_\_\_\_  
Tara Coolidge, Assistant City Clerk

Provisions have been made to pay  
the liability that will accrue hereunder.

APPROVED AS TO FORM:

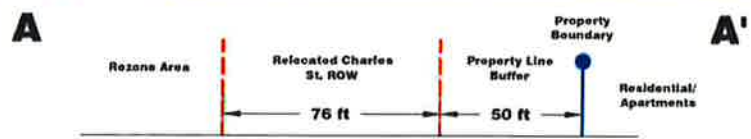
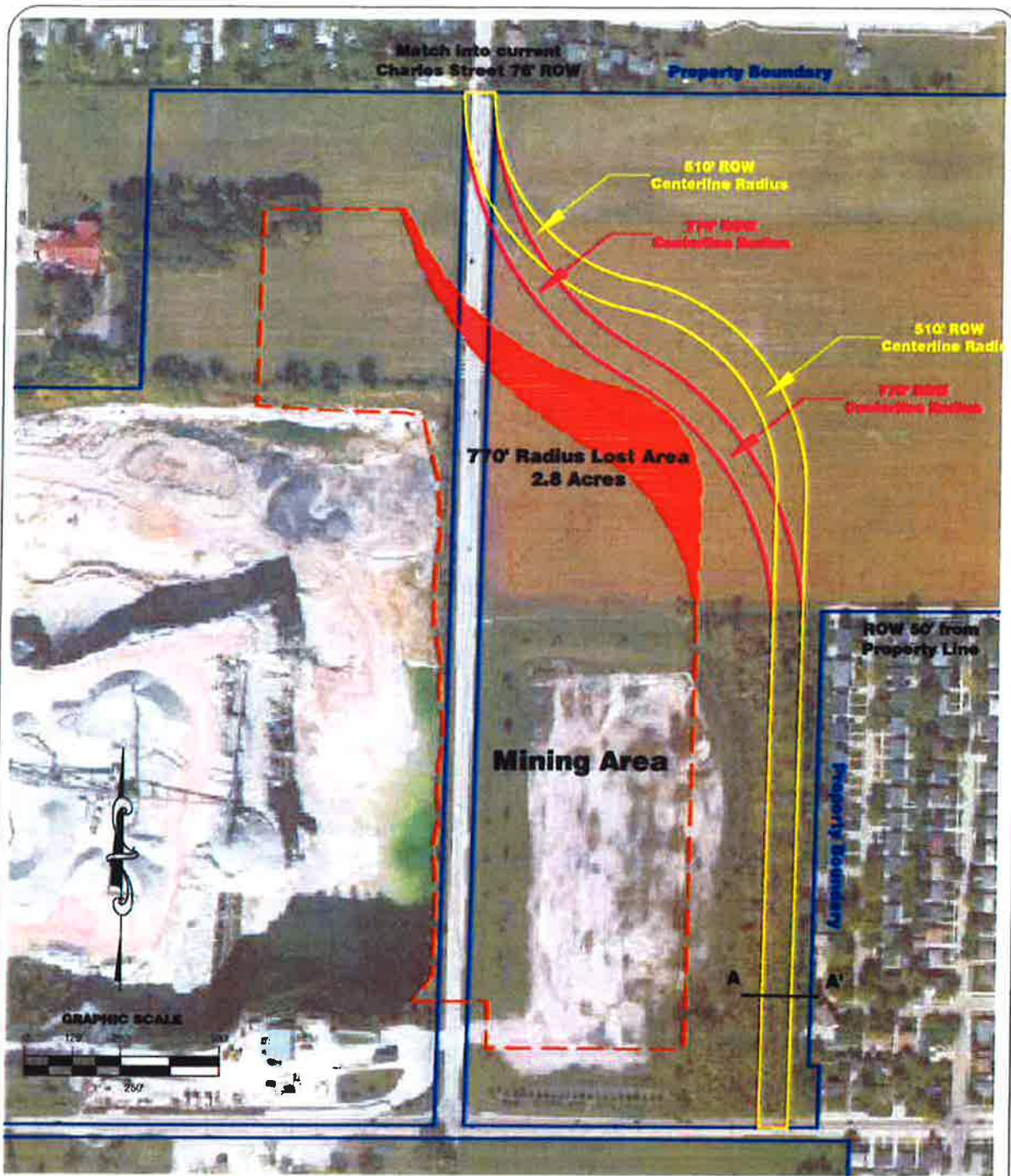
\_\_\_\_\_  
David L. Brown, Finance Director

\_\_\_\_\_  
Scott R. Letteney, City Attorney



**PROPOSED 3 MILE ROAD TYPICAL CROSS SECTION**  
**(DOUGLAS AVE TO 330' WEST OF LASALLE ST)**

N.T.S.



  
**PAYNE & DOLAN**  
 INCORPORATED  
 A WALBEC GROUP COMPANY

**Racine Quarry - Charles St. Relocation**

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Date: 4/18/2018	Site #: 40360	Drawn By: EJC
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