

Office of the City Engineer

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



City Hall
730 Washington Avenue
Racine, WI 53403
262.636.9191
Fax: 262.636.9545

September 1, 2020

Legistar Item:

To: Alder Mollie Jones, Chair
Public Works and Services Committee

From: John Rooney
Commissioner of Public Works/City Engineer

Re: State/Municipal Agreement for State Project ID: 2390-12-00/70,
STH 31 – STH 11 to STH 20

We have received a State/Municipal Agreement (SMA) for State Project ID: 2390-12-00/70, STH 31 – STH 11 to STH 20. This is a no cost SMA for sidewalk with the City of Racine agreeing to maintenance of sidewalks to be installed fronting property in the city. However, the City of Racine municipal code under Chapter 82; Streets, Sidewalks and Certain Other Public Places, ARTICLE III. SIDEWALKS requires all abutting properties owners to maintain sidewalks in a good state of repair and to cause them to be free of snow and ice. WisDOT has responsibility for the travel ways on State Highways, and all items outside the travel way are the responsibility of the municipality, such as the sidewalks being placed as part of this project.

The estimated total cost of the project is \$25,825,000, with the City's share being \$0 and the State's share being \$25,825,000. The estimated cost of new sidewalks is \$231,000, with the City's share being \$0 and the State's share being \$231,000. No funding is necessary for the execution of this agreement.

STH 31 is not a connecting highway or under the purview of the City of Racine. The City of Racine has no permitting authority and is not the maintaining agency of this facility. The intent of the SMA is to have all municipalities that have private property frontage within their corporate limits along this project to commit to having continuous sidewalks in the State Trunk Highway right-of-way, and the ongoing maintenance thereof, for all users of this facility.

If the Committee agrees, the appropriate action would be to approve the SMA and authorize the Mayor & City Clerk to sign and enter into the agreement.

JCR:



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: May 4, 2020
I.D.: 2390-12-00/70
Road Name: STH 31
Limits: STH 11 to STH 20
County: Racine
Roadway Length: 1.51 Miles

The signatory City of Racine, 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 effect 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: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

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: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering:					
Plan Development	\$ 2,700,000	\$ 2,700,000	100%	\$ -	0%
Real Estate Acquisition:					
Acquisition	\$ 1,025,000	\$ 1,025,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	100%	\$ -	0%
Construction:					
Participating	\$ 21,869,000	\$ 21,869,000	100%	\$ -	0%
New Sidewalk	\$ 231,000	\$ 231,000	100%	\$ -	0%
Non-Participating	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 25,825,000	\$ 25,825,000		\$ -	

* See Item 9 Basis for local participation in Terms and Conditions

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

Signed for and in behalf of the City of Racine (Please sign in blue ink)		
Name	Title: Mayor	Date
Cory Mason		
Name	Title: City Clerk	Date
Tara Coolidge		
Approved as to Form:		
Name	Title: City Attorney	Date
Scott R. Letteney		
Provisions have been made to pay the liability that will accrue hereunder		
Name	Title: Finance Director	Date
David L. Brown		
Signed for and in behalf of the State (Please sign in blue ink)		
Name	Title: SE Region Planning Chief	Date
Tony Barth		

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed 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 that show 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 any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table I: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. 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 bridge 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.
4. 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) Parking lane costs.
 - (f) 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.
5. 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.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

- (g) 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.
 - (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) 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.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for sidewalks on NHS route, where no exceptions apply is funded 100% State. The Municipality agrees to maintain the sidewalk.
 - (f) Funding for non-participating items 100% Municipality.

[END]

Prather, Lorna

From: Rooney, John
Sent: Tuesday, September 1, 2020 3:40 PM
To: Prather, Lorna; Molitor, Ara; Eeg, Thomas
Cc: Boulamatsis, Mary; Jones, Mollie
Subject: RE: Communications for the 9.8.20 Public Works Agenda
Attachments: 2390-12-00 STH31 CofRac STH11-STH20.pdf; STH 31 - STH 11 to STH 20 SMA memo September 2020.docx

Lorna:

Another item for the 9/8/2020 PW&SC agenda.

John C. Rooney, P.E.
Commissioner of Public Works



City of Racine, Wisconsin
730 Washington Avenue
Racine, WI 53403
Office 262-636-9121
Direct 262-636-9460
Mobile 262-620-4615
Email john.rooney@cityofracine.org

From: Prather, Lorna
Sent: Tuesday, September 1, 2020 8:43 AM
To: Rooney, John <John.Rooney@cityofracine.org>; Molitor, Ara <Ara.Molitor@cityofracine.org>; Eeg, Thomas <Thomas.Eeg@cityofracine.org>
Cc: Boulamatsis, Mary <Mary.Boulamatsis@cityofracine.org>; Jones, Mollie <Mollie.Jones@cityofracine.org>
Subject: Communications for the 9.8.20 Public Works Agenda

Good morning all, please see the attached document for Items I have scheduled to go on the next Public Works Agenda.

With every good wish,

Lorna Prather

CITY OF RACINE DEPARTMENT OF PUBLIC WORKS
730 Washington Ave., Room 304 | Racine, WI 53403
262-636-9102 | 262-636-9142 | lorna.prather@cityofracine.org

Never miss your waste collection day again!

www.cityofracine.org/WasteWizard

www.cityofracine.org/SolidWaste/LookUp/

www.cityofracine.org/Recycle/Lookup/