

**AGREEMENT FOR THE CONSTRUCTION OF CTH M
FROM PRAIRIE HILL ROAD TO CROSS COUNTRY ROAD**

Between the City of Madison and the City of Verona

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as "Madison") and the City of Verona, a Wisconsin municipal corporation (hereinafter referred to as "Verona"), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison and Verona (collectively referred to as the "Parties"), along with Dane County and the Wisconsin Department of Transportation ("WisDOT"), have determined that County Trunk Highway ("CTH") M, from Prairie Hill Road to Cross Country Road (in Verona, WI), located in the Madison and Verona (the "Cities"), is in need of reconstruction (the "Project"), and the final design will require contributions from the Parties; and,

WHEREAS, on August 25, 2014, the Parties entered into a cost sharing agreement for the design of the Project; and,

WHEREAS, on April 7, 2015, Madison entered into an agreement with WisDOT to design and construct the Project; and,

WHEREAS, on March 3, 2015, Madison entered into an agreement with WisDOT to Construction Bid Letting for the Project and with a revision date of January 11, 2017; and,

WHEREAS, Madison will enter into a separate agreement for cost sharing with Dane County; and,

WHEREAS, Madison will enter into a separate agreement for cost sharing with Madison Metropolitan Sewerage District; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the Parties now wish to formalize arrangements for the local share of the Project's final costs; and,

WHEREAS, funding is to be accomplished in accordance with past policies of cost sharing on similar CTH projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Scope. The Project shall consist of the construction of an improved and expanded divided roadway, with sidewalk, off road bike paths, bike lanes, and turn lanes. The

project overview plan is attached hereto as Exhibit A. The street segments of the Project include:

- a. CTH "M" from Prairie Hill Road (in Madison) to Cross Country Road (in Verona).
 - b. Mid Town Rd from Waterbend Road to Waldorf Blvd.
 - c. CTH PD from 1700' West of CTH M to Meriter Way.
 - d. Meriter Way from the CTH PD to Wellness Way.
 - e. Wellness Way from Raymond Road to Meriter Way.
 - f. Raymond Road from 300' southwest of Wellness Way to 2700' northeast of Wellness Way
 - g. New segment of Stony Ridge Circle east of CTH M.
2. Schedule. The Project is intended to be constructed in 2017, 2018 and 2019. Real estate acquisition is intended to take place in 2016 & 2017 in advance of construction.
3. Cost Sharing For Construction. Except as otherwise provided for in this Agreement, the Parties agree as follows:
- a. The Parties agree to the joint financial participation in the construction costs for the Project, as set forth in this Agreement.
 - b. The construction cost for the Project shall consist of both the construction items required to complete the Project and the construction oversight for the Project. The Parties shall share in the construction cost as detailed in Exhibit B. The final cost participation in the Project will differ based on the actual cost of constructing the Project and shall be determined by the percentages for the items in which each local government participates as shown in Exhibit B.
 - c. Verona shall be responsible for the share of the structure and retaining walls for the roadway overpass at the intersection of CTH M and CTH PD not covered by Federal or County funds as provided in Exhibit B.
 - d. The Parties agree that Madison does not assume all the risk by virtue of the fact that Madison has agreed to be the lead agency for the Project. Therefore, the Parties agree that if County or Federal funds are not available at the time of letting, the Project shall be cancelled as permitted by the Wisconsin Department of Transportation.
 - (1) Madison is the lead agency and is listed as the Municipality in the WisDOT cost sharing agreement, therefore in accordance with the terms of the WisDOT cost sharing agreement, is required to pay all costs not

covered by federal funds for the entire Project. Madison is signing separate cost sharing agreements for the components not covered by Federal funding with Dane County, Verona, and Madison Metropolitan Sewerage District as noted in the "Witnesseth" of this agreement.

- (2) The Parties further agree that Madison shall be responsible for the cost of improvements on CTH M north of CTH PD that exceed the amount paid through County and Federal funding and Verona shall be responsible for the cost of improvements on CTH M south of CTH PD that exceed the amount paid through County and Federal funding.
- (3) The Parties further agree that Madison and Verona shall split the cost of improvements that exceed the amount paid through County and Federal funding on CTH PD and other areas within the Project in a manner that is consistent with the proportionate share, when adjusted for the reduction in other funding, that each of the parties contribute to those areas.

4. Cost Sharing for Real Estate Acquisition and Utility Relocation.

- a. Verona shall be responsible for utility relocation and real estate acquisition south of CTH PD, except as provided herein.
- b. Madison shall be responsible for utility relocation and real estate acquisition north of CTH PD, except as provided herein.

5. Traffic Signals. Dane County shall enter into a separate cost sharing agreement(s) with Madison and Verona for the traffic signals operation and maintenance constructed at the locations and percentages anticipated herein as follows:

- a. CTH M and CTH PD: ½ Dane County, ¼ City of Madison, ¼ City of Verona.

6. Cost Sharing for Construction of Storm Sewer and Use of Storm Water Management.

- a. The Project shall include the construction of a storm sewer in Raymond Rd., approximately from the intersection of CTH M and CTH PD to a drainage way located 300 feet southwest of Oak View Dr. in the City of Madison. This storm sewer hereinafter is referred to as the "Raymond Rd. Storm Sewer".
- b. The Raymond Rd. Storm Sewer has been designed and sized such that no water other than the road right-of-way from CTH PD and CTH M to the west or south of the intersection of these two roads respectively was considered in the design of this pipe.
 - (1) The CTH PD corridor from watershed boundary at the high point of CTH PD just east of Woods Road to CTH M will discharge road right-of-way runoff to the Raymond Road storm sewer. (See Exhibit C.1)

- (2) The CTH M corridor from CTH PD to 1200' south will discharge road right-of-way runoff to the Raymond Road storm sewer. (See Exhibit C.2)
 - c. The Project shall include the construction of a storm sewer treatment facility adjacent to CTH M and Stony Ridge Circle, south intersection (all south of CTH PD).
 - (1) A proposed storm water treatment facility will be maintained, and operated by Verona located on lot 062/0608-101-9190-3. The lands have been acquired by Verona as right-of-way under the Project (See Exhibit E.1).
 - (2) An existing storm water treatment facility that is currently owned, maintained, and operated by Verona will be expanded on lot 286/0608-101-5214-2 (See Exhibit E.2).
 - (3) The two facilities described in paragraphs (1) and (2) will treat storm water from the CTH M expansion project from Harmony Drive & CTH M intersection to the new intersection of Stony Ridge Circle & CTH M.
 - (a) The south facility discharges to the north facility adjacent to Stony Ridge Circle.
 - (4) The discharge point from the north treatment facility will follow the existing drainage patterns to west of CTH M into the existing kettle on the current property of parcel 286/0608-102-9500-6. The discharge point is located approximately 2,000 feet south of the current center line of CTH PD.
 - d. The Project shall reconstruct the storm sewer culvert pipe that currently drains lands south of CTH PD and west of CTH M under CTH PD in a culvert to Morse Pond. This storm sewer is hereinafter referred to as the "Morse Pond Storm Sewer". The land in the SW quadrant of the intersection of CTH PD and CTH M under certain conditions currently drains to Morse Pond.
 - e. The Lands surrounding the CTH M and CTH PD intersection are considered an enclosed depression which means that the majority of the storm water infiltrates into the ground and does not run off into a receiving surface water system. As enclosed depressions urbanize, proper design and storm water management is critical in order to avoid flooding problems in the future. In addition, Morse Pond, a regulatory Water of the State, located northwest of the CTH M and CTH PD intersection, is part of the enclosed depression and is an ecologically sensitive area. The purpose of the storm water provisions in this agreement is to minimize flooding risk and harm to the environment as the area surrounding the intersection of CTH M and CTH PD urbanizes. In addition to the best management practices required by the Federal, State and Local regulatory agencies, development of lands South of CTH PD shall meet the requirements listed in Capital Area Regional Planning Commission (CARPC) Resolution 2016-01. The discharge

point referred to in the CARPC resolution is clarified to specify that the pumped discharge from the area south of CTH PD shall discharge to the dry tributary to the lower Badger Mill Creek which is west of this area and shall not flow through Madison.

- f. As part of the Project, the Morse Pond Storm Sewer shall be cross connected to the Raymond Rd. Storm Sewer. However, at the time of construction the connection shall be blocked such that water flow patterns remain as they exist currently (i.e. no water draining from lands southwest of the intersection of CTH PD and CTH M will be directed to the Raymond Rd. Storm Sewer).
- g. The Parties agree that the Raymond Rd. Storm Sewer shall be the only pipe draining the CTH PD and CTH M right-of-ways and that the Morse Pond Storm Sewer shall be the only pipe draining the areas south of CTH PD to the areas north of CTH PD. No additional pipes shall be installed to drain lands south of CTH PD to areas north of CTH PD or to the Raymond Rd. Storm Sewer prior to, during or after construction. This provision shall only be modified by an amendment to this agreement.
- h. Verona shall make no new connections to the Raymond Rd. Storm Sewer, beyond those that are included with the Project and noted below:
 - (1) An extension to the storm sewer in CTH PD west of CTH M will be allowed to discharge runoff from road right-of-way only for the CTH PD expansion project from Woods Road to CTH M. (See Exhibit D) Side streets and adjacent properties shall not be connected to the storm sewer on CTH PD.
 - (2) No additional storm sewer connections shall be made to the storm sewer to be constructed under a future project in CTH PD from Woods Road to CTH M. (See Exhibit C.1)
 - (3) The extension to the storm sewer in CTH PD west of CTH M shall not be required to comply with the provisions of 6.j of this agreement.
- i. Madison or the University of Wisconsin (UW) may determine in the future that storm water drainage to Morse Pond is detrimental to the pond's ecology. As noted in 6.f., the storm sewer system for the Project shall include a connection between the Morse Pond Storm Sewer and the Raymond Rd. Storm Sewer such that the flow to Morse Pond can be partially or entirely diverted to the Raymond Rd. Storm Sewer. Madison may, in consultation with the UW, divert the flow from the Morse Pond Storm Sewer to the Raymond Rd. Storm Sewer at Madison's discretion. If Madison diverts the flow from the Morse Pond Storm Sewer to the Raymond Rd. Storm Sewer, those lands previously connected to the Morris Pond Storm Sewer shall continue to follow the requirements provided herein for lands connected to the Morris Pond Storm Sewer.

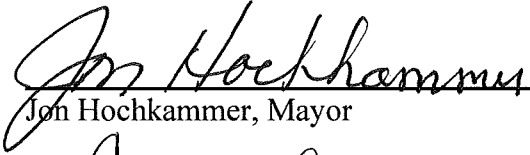
- j. If a storm connection is made by a property owner contrary to the terms of this agreement, then, in addition to any remedies permitted by law, the following provision shall apply:
 - (1) Verona shall make improvements necessary to cause the property to be in compliance with the terms of this agreement.
 - (2) If after a period of two years Verona has not made the necessary improvements to cause the property to be in compliance with the terms of this agreement, Verona shall pay Madison its proportionate share of the value of the construction cost of the Raymond Rd. Storm Sewer. Said cost is to be indexed by the Construction Cost Index as published in the Engineering News Record or a similar index if the Engineering News Record no longer exists.
 - k. In the event of unanticipated flooding, Verona may discharge to the Raymond Rd. Storm Sewer Pipe at a maximum rate of two (2) CFS upon the written approval of the Madison City Engineer for the time frame allowed by the City Engineer. An e-mail exchange satisfies as written approval.
7. Future Development. As a condition of participation in this Project, Madison and Verona agree, between themselves, to the following understanding:
- a. Verona will plan for the development of lands south of CTH PD within the project limits of CTH PD (1700' West of CTH M to Meriter Way) and will not provide municipal services to properties north of CTH PD within the project limits without the consent of Madison.
 - b. Madison will plan for the development of lands north of CTH PD within the project limits of CTH PD (1700' West of CTH M to Meriter Way) and will not provide municipal services to properties south of CTH PD within the project limits without the consent of Verona.
 - c. Unless otherwise agreed to by amendment of this agreement, if Verona or Madison annexes or attaches land within the other municipality's planning areas provided above and depicted on Exhibit F, the municipality shall be required to pay to the other municipality five (5) times the cost of land and construction of the improvements at CTH M and CTH PD paid by that party. Said cost is to be indexed by the Construction Cost Index as published in the Engineering News Record or a similar index if the Engineering News Record no longer exists. For the purposes of this subsection, the improvements at CTH M and CTH PD is defined as those improvements on CTH PD within the project limits and those improvements on CTH M located 1000 feet north and 1000 feet south of the centerline of CTH PD.
8. Prior to or concurrent with the approval of the Projects plans, specifications, estimates of cost, and authorization of WisDOT to issue the bid documents, the Parties may execute an addendum to this Agreement which will note additional cost sharing items and the

financial commitments of the parties for the Project. Any amendments to this Agreement shall be in writing.

9. At the request of the parties, Madison shall manage the Project. Madison shall bill Verona for their respective share of the project costs as specified herein with appropriate supporting documentation
10. Payment. Verona will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated herein.
11. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
12. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
13. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.
14. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE CITY OF VERONA

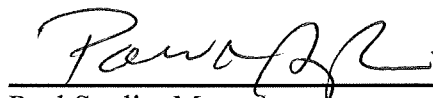

Jon Hochkammer, Mayor

6-12-17
Date


Ellen Clark, City Clerk

6-12-17
Date

FOR THE CITY OF MADISON


Paul Soglin, Mayor

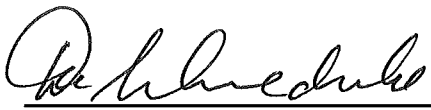
27 June 2017
Date


Maribeth Witzel-Behl, City Clerk

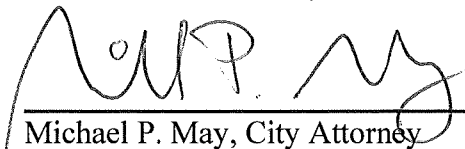
June 20, 2017
Date

Countersigned:

Approved as to form:


David P. Schmiedicke, Finance Director

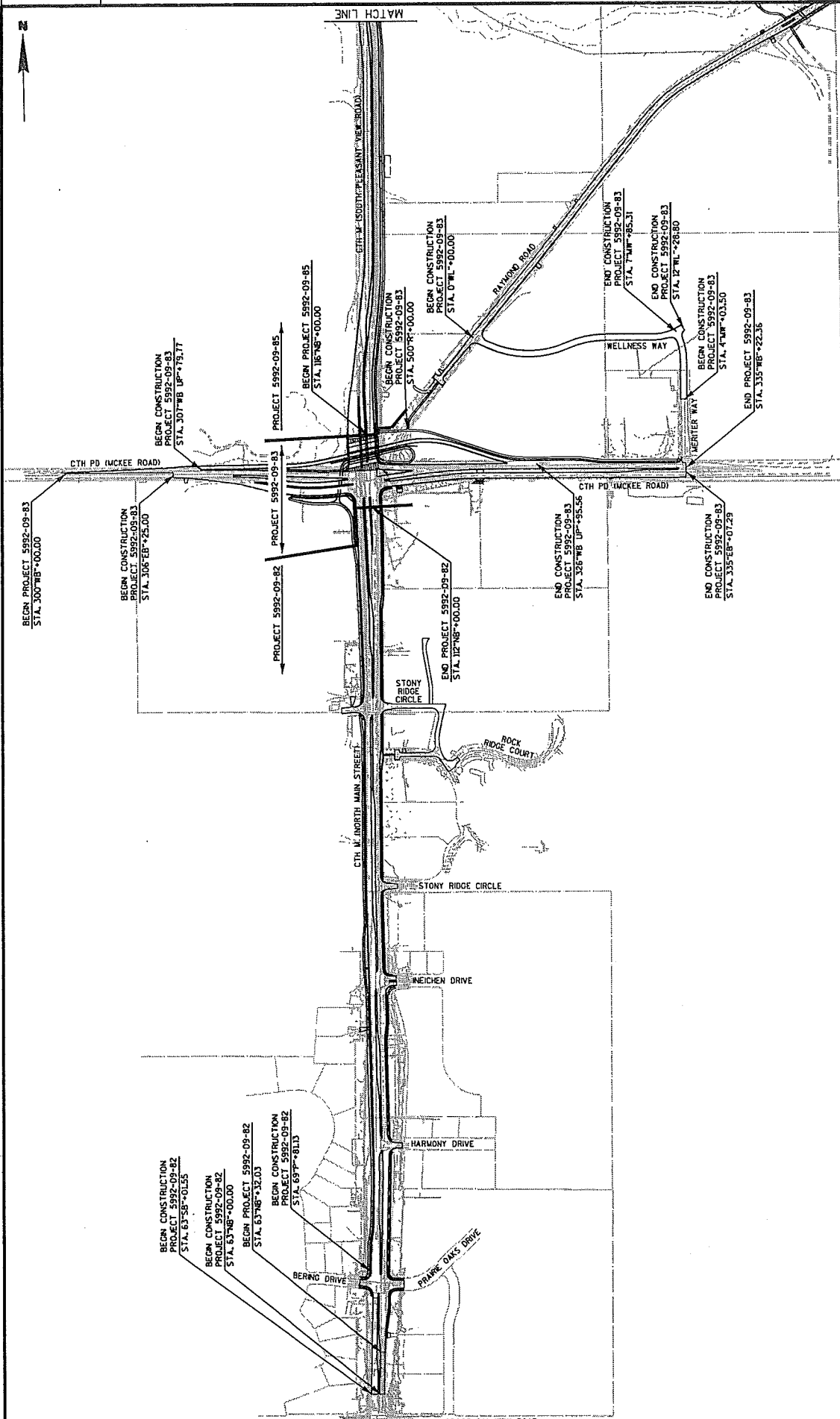
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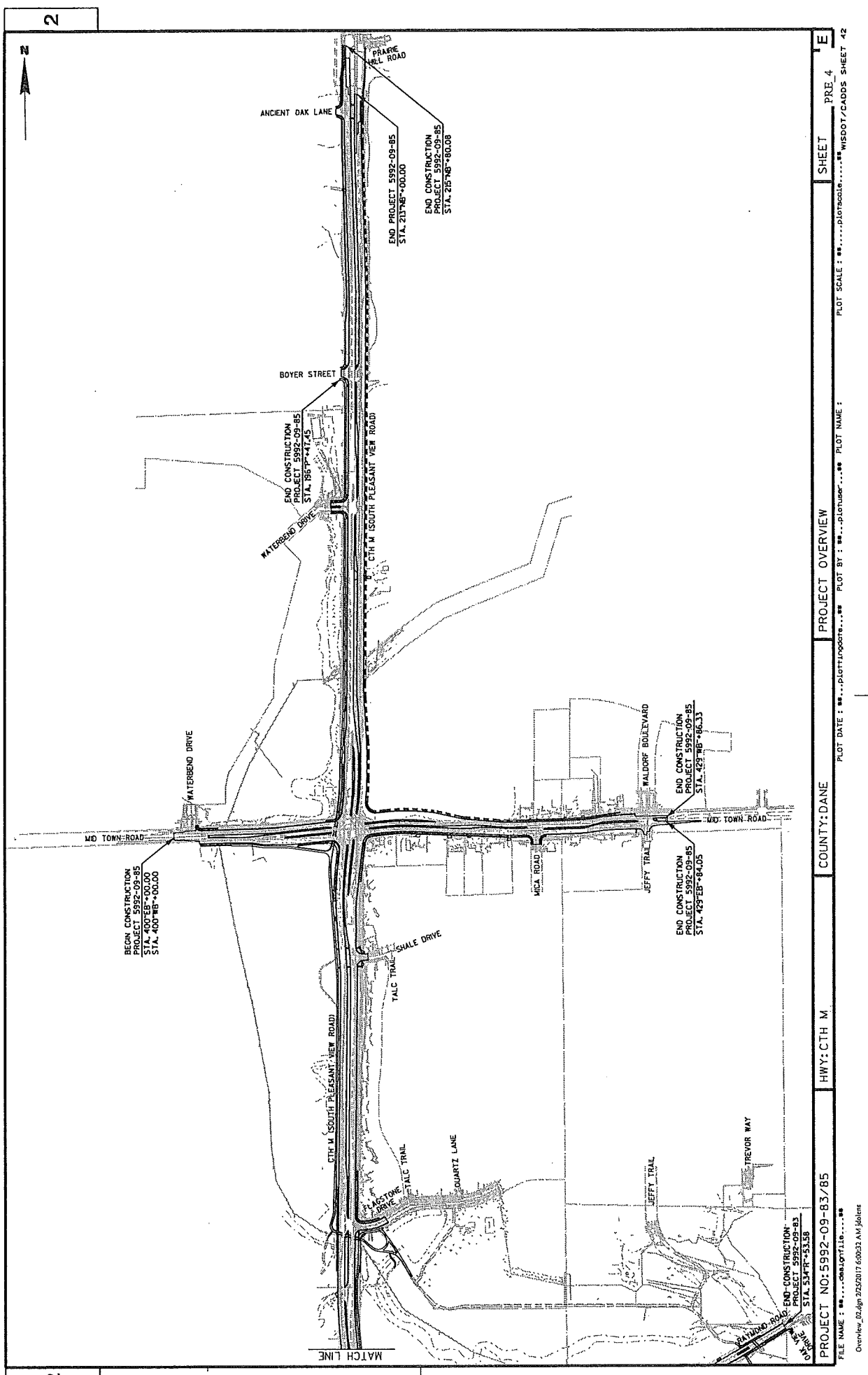

Michael P. May, City Attorney

27 JUNE 2017
Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES¹⁷⁻⁰⁰²⁹⁸, ID No. 46639, adopted by the Common Council of the City of Madison on April 18, 2017.

EXHIBIT A
Project Plan Overview





2		E
PROJECT NO: 5992-09-83/85	COUNTY: DANE	SHEET PRE 4
PROJECT NAME : 5992-09-83/85	PLOT DATE : 08/07/11	PLOT SCALE : 1" = 40'
PLOT BY : J. J. J.	PLOT NAME :	WISDOT/CADDS SHEET 42

Overview_02.dgn 2/25/2017 6:00:32 AM jlabiers

EXHIBIT B
Cost Sharing Schedule

Group/ID	Description	Total Cost including inspection & contingency	Federal Share	Dane County Share ¹	Madison Share	Verona Share	MMSD Share
5992-09-81	Design (State Review & Value Eng)	\$ 195,000.00	\$ -	\$ 97,500.00	\$ 48,750.00	\$ 48,750.00	\$ -
5992-09-82	N. Main St Construction	\$ 6,365,072.08	\$ 2,494,911.34	\$ 1,764,579.96	\$ -	\$ 2,105,580.79	\$ -
5992-09-83	CTH PD Intersection Construction	\$ 16,721,852.53	\$ 6,554,448.86	\$ 4,438,203.40	\$ 2,483,790.75	\$ 3,085,901.23	\$ 159,508.29
5992-09-85	S. Pleasant View Rd Construction	\$ 21,434,446.25	\$ 8,401,639.80	\$ 6,101,863.13	\$ 6,931,296.57	\$ -	\$ -
5992-09-86	S. Pleasant View Rd Utilities	\$ 3,106,970.90	\$ -	\$ -	\$ 3,106,970.90	\$ -	\$ -
5992-09-87	N. Main St Utilities	\$ 1,500,340.75	\$ -	\$ -	\$ -	\$ 1,500,340.75	\$ -
5992-09-88	MMSD Utilities	\$ 889,143.75	\$ -	\$ -	\$ -	\$ -	\$ 889,143.75
Total		\$ 50,212,826.26	\$ 17,451,000.00	\$ 12,402,146.48	\$ 12,570,808.22	\$ 6,740,572.76	\$ 1,048,652.04

Notes

1 Dane County shall not be required to pay in excess of \$8,500,000 until such time the remaining funds are included in the adopted capital budget.

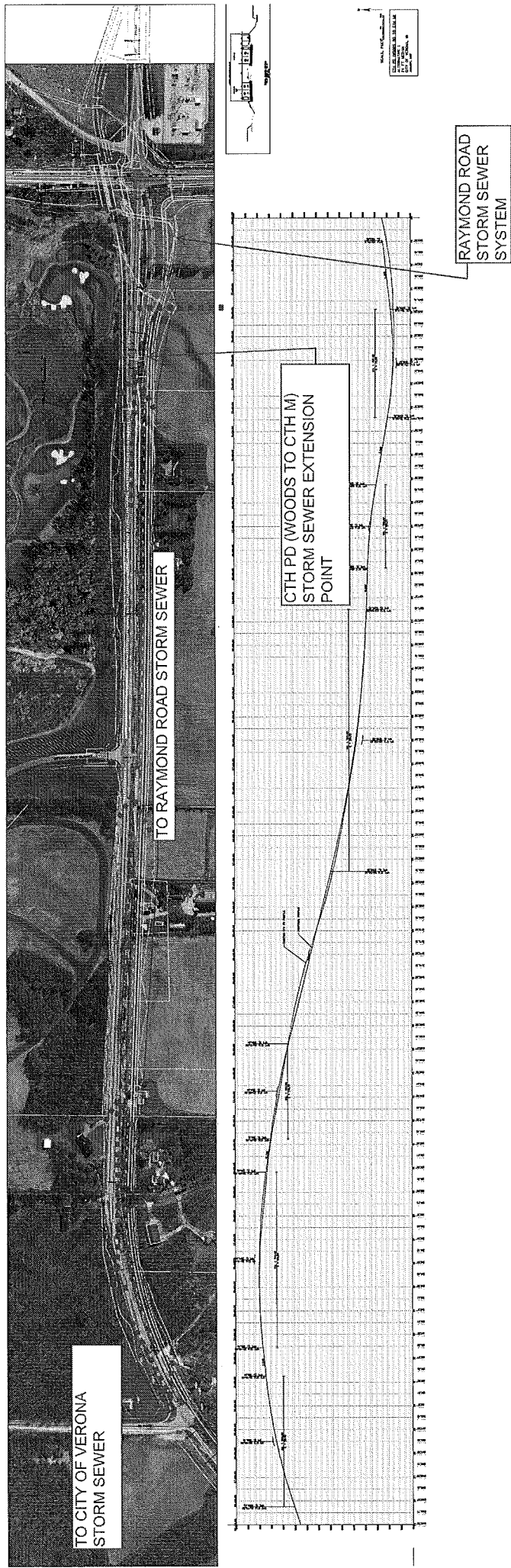
Cost Sharing Schedule

Project ID 5992-09-82		N. Main St Construction					
Category	Item	Federal share*	Dane County Share	City of Madison Share	City of Verona Share	MMSD Share	
10	Roadway	50.0%	25.0%	0.0%	25.0%	0.0%	
20	Structures	50.0%	25.0%	0.0%	25.0%	0.0%	
30	Street Lighting	50.0%	0.0%	0.0%	50.0%	0.0%	
40	Traffic Signals	50.0%	25.0%	0.0%	25.0%	0.0%	
Project ID 5992-09-83		CTH PD Intersection Construction					
Category	Item	Federal share*	Dane County Share	City of Madison Share	City of Verona Share	MMSD Share	Madison Assessments
10	PD Roadway	50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
20	Raymond Roadway	50.0%	12.5%	12.5%	12.5%	12.5%	0.0%
30	Meriter & Wellness Roadway	50.0%	0.0%	0.0%	0.0%	0.0%	50.0%
40	PD Bridge	50.0%	25.0%	0.0%	25.0%	0.0%	0.0%
50	PD Underpass	50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
60	Raymond Culvert	50.0%	0.0%	50.0%	0.0%	0.0%	0.0%
70	PD & Raymond Storm	50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
80	Meriter & Wellness Storm	50.0%	0.0%	50.0%	0.0%	0.0%	0.0%
90	Street Lighting	50.0%	0.0%	25.0%	25.0%	0.0%	0.0%
100	Traffic Signals	50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
Project ID 5992-09-85		S. Pleasant View Rd Construction					
Category	Item	Federal share*	Dane County Share	City of Madison Share	City of Verona Share	MMSD Share	Madison Assessments
10	Roadway	50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
10	Roadway Assessable Items	50.0%	0.0%	0.0%	0.0%	0.0%	50.0%
20	Structures - Flagstone	50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
30	Structures - Mid Town	50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
40	Storm Sewer	50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
50	Street Lighting	50.0%	0.0%	0.0%	0.0%	0.0%	50.0%
60	Traffic Signals	50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
Project ID 5992-09-86		S. Pleasant View Rd Utilities					
Category	Item	Federal share*	Dane County Share	City of Madison Share	City of Verona Share	MMSD Share	
10	Sewer	0%	0%	100.0%	0.0%	0.0%	
20	Water	0%	0%	100.0%	0.0%	0.0%	
Project ID 5992-09-87		N. Main St Utilities					
Category	Item	Federal share*	Dane County Share	City of Madison Share	City of Verona Share	MMSD Share	
10	Sewer	0.0%	0.0%	0.0%	100.0%	0.0%	
20	Water	0.0%	0.0%	0.0%	100.0%	0.0%	
Project ID 5992-09-88		MMSD Utilities					
Category	Item	Federal share*	Dane County Share	City of Madison Share	City of Verona Share	MMSD Share	
10	Sewer	0.0%	0.0%	0.0%	0.0%	100.0%	

* In event that federal funds are either less or more than 50%, Dane County, Madison, Verona & MMSD shares shall fluctuate proportionally

EXHIBIT C
CTH PD, Woods to CTH M

EXHIBIT C.1





PROJECT NO:5992-09-82	HWY: CTH M	COUNTY:DANE	STORM SEWER	E
FILE NAME : P:\31705-33\00703030\CAPODCD\DESIGN\2\FINENETWORKS\STORMSEWER.DWG CTH M - SHEET SET MANAGER - DESIGNER				PLOT DATE : 4/27/2017 8:59 PM PLOT BY : JASON DOLENS PLOT NAME : PLOT SCALE : 1" = 40' XREF
				SHEET WISDOT/CADDs SHEET 4

EXHIBIT D

CTH PD, Woods to CTH M Storm Sewer Extension

EXHIBIT E

City of Verona Storm Water Management as part of Project

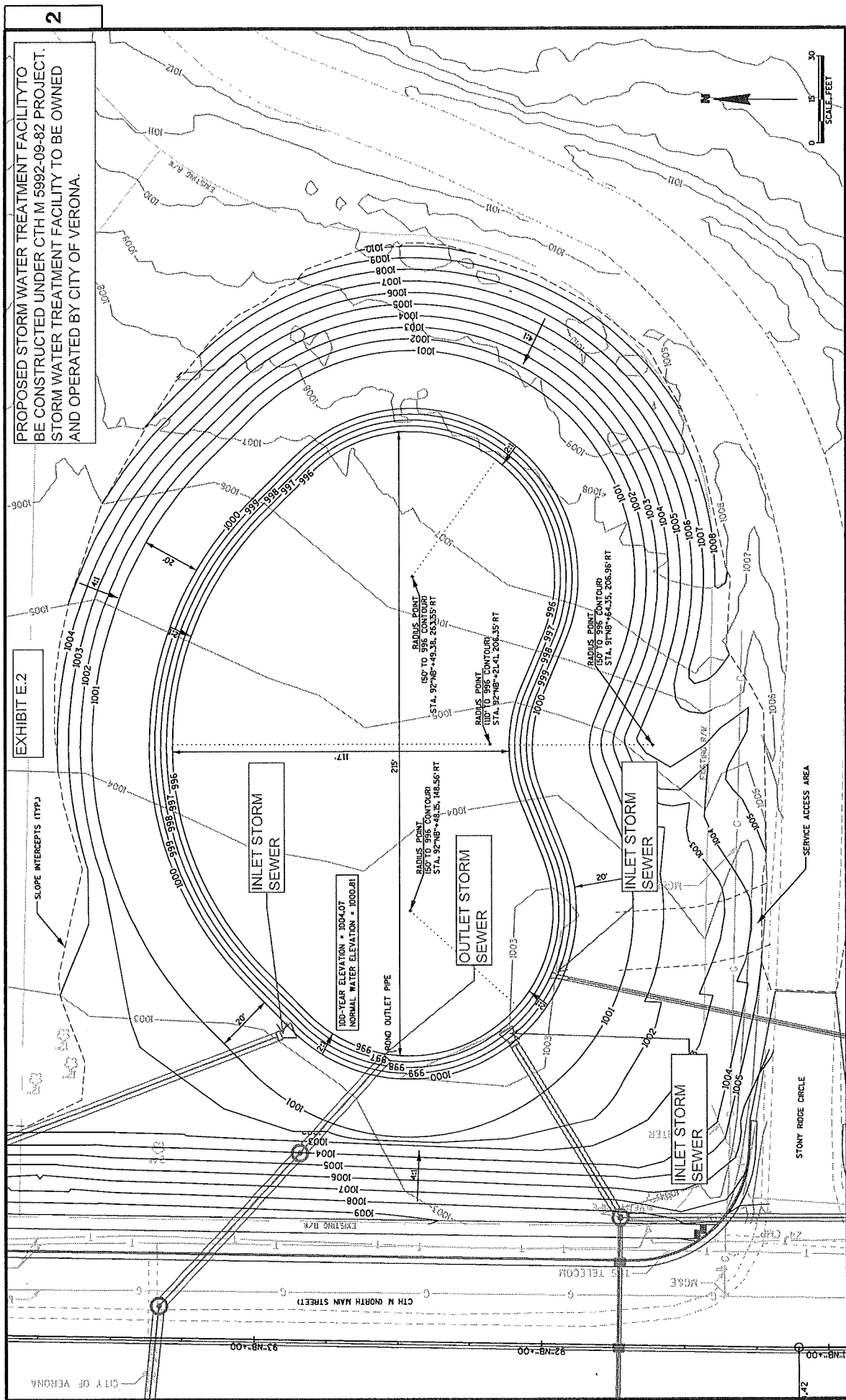


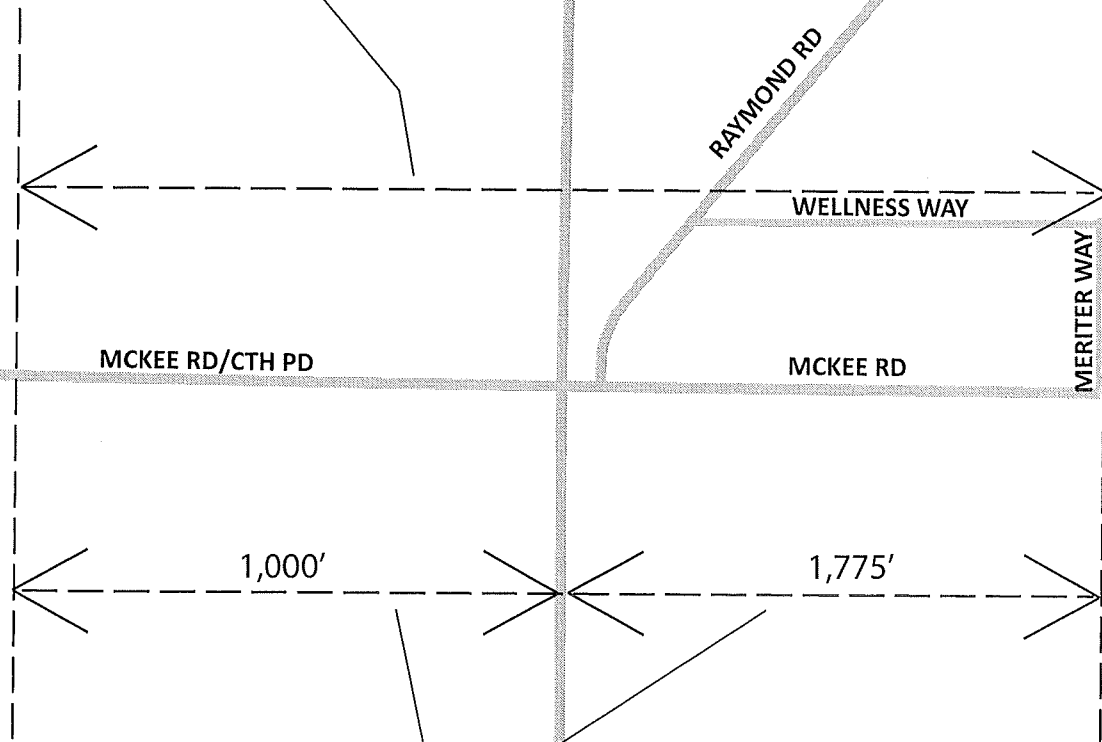
EXHIBIT E.2

PROPOSED STORM WATER TREATMENT FACILITY TO BE CONSTRUCTED UNDER CTH M 5992-09-82 PROJECT. STORM WATER TREATMENT FACILITY TO BE OWNED AND OPERATED BY CITY OF VERONA.

EXHIBIT F
Future Planning Areas

EXHIBIT F

City of Verona shall not develop lands north of McKee Rd/ CTH PD within these limits



City of Madison shall not develop lands south of McKee Rd/ CTH PD within these limits

