Attachment P WisDOT Pond Agreements



STATE/MUNICIPAL

MAINTENANCE

AGREEMENT

Date: 11/23/2023 ID: 3080-01-75/76 Road Name: US 12/18

Limits: Madison – Cambridge CTH AB Interchange

County: DANE

The signatory **City of Madison**, 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 this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project:

US 12/18 just east of I-39/90 is a four-lane divided expressway with at-grade intersections at County AB and Millpond Road. Both intersections are experiencing a high number of crashes with some fatalities occurring.

This section of US 12/18 will be converted to a freeway by realigning County AB and constructing a new interchange just east of existing County AB. Millpond Rd will be extended east to County AB and operate as a local frontage road on the south side of US 12/18.

The Project will include the design and construction of numerous stormwater facilities including the following: open ditches, an enclosed storm sewer system consisting of pipes and structures (e.g. inlets and manholes) and four stormwater ponds.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [6]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial

Agreement for project 3080-01-75/76. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance 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 Maintenance Agreement.

Signed for and in behalf of the Municipality FOR THE CITY OF MADISON	y (Please sign in blue ink)	
Jael Curis for	12/6/2023	
Satya Rhodes-Conway, Mayor	Date	
Maisboth Witzel-Behl	11/29/2023	
Maribeth Witzel-Behl, City Clerk	Date	
Countersigned:		
David Schmisdicks	12/01/2023	
David P. Schmiedicke, Finance Director	Date	
Approved as to form:		
Michael Haas	12/4/2023	
Michael R. Haas, City Attorney	Date	
Execution of this Agreement by City is authorized by Resolution Enactment No. RES-20-00341, ID No. 60224, adopted by the Common Council of the City of Madison on May 5, 20_20.		
Signed for and in behalf of the State (Please	e sign in blue ink)	
Name John J Steiner, P.E.	Title WisDOT Region Maintenance Chief	
Signature John Steine	Date 1/25/2024	

TERMS AND CONDITIONS:

- In order to guarantee the Municipality's foregoing Agreements to maintain the facility subject to
 this Agreement to State standards, the Municipality, through its above duly authorized officers
 or officials, agrees and authorizes the State to set off and withhold General Transportation Aids
 or monies otherwise due and payable by the State to the Municipality, as determined by the State,
 for any maintenance the State must perform to the facility should the Municipality fail to comply
 with the Agreement.
- 2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to the highway facility subject to this Agreement and expect the Municipality to provide maintenance to the new items without the Municipality agreeing in writing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this Agreement for:
 - 1. Roundabouts
 - 2. Permitted lighting at at-grade intersections. See Exhibit 2 Lighting Maintenance for details and jurisdictional boundaries
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
- 3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement 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 to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the portion of the street lighting system that lie within its jurisdiction and agree to the following for any work and potential changes:
 - i.The Municipality shall contact Graham Heitz at 608-246-5362 or graham.heitz@dot.wi.gov to inform of any repairs the Municipality needs to perform on the system for record keeping and coordination purposes
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline

for any repairs to the system requiring digging / excavation

iii.If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.

iv.See Exhibit 2 – Lighting Maintenance for details and jurisdictional boundaries

- (f) Maintain clear right-of-way of all encroachments.
- (g) Maintain crosswalk pavement markings.
- (h) Maintain all signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
- (i) Maintain and accept responsibility for the following as applicable to this Agreement:
 - 1. <u>Form Liners:</u> Maintain the concrete surface and the staining of Form Liners placed within the limits of this Agreement.

Upon completion of project 3080-01-75, the Municipality will become, in perpetuity, the maintaining authority for the aesthetics enhancements (form-liners and staining) chosen by the Municipality for structure B-13-893 and the associated abutment MSE retaining walls (R-15- 370/371). In the event the surfaces covered by these aesthetic enhancements are compromised and repairs to these surfaces need to be performed in order to restore them to their initial condition, all costs associated with the restoration of the aesthetic enhancements (design, construction etc.) will be the responsibility of the Municipality. Any such work shall be coordinated with the State and the Municipality shall submit an application for a Work in the Right of Way permit (form DT1812) in order to initiate the coordination process

2. Stormwater facilities:

Upon completion of Project 3080-01-75/76, the Municipality will take ownership and maintenance, in perpetuity, of the facilities highlighted in green and pink and also of Pond A, all shown in the attached Exhibit 1 – Stormwater Facilities. The Municipality shall perform all specific inspection and maintenance activities on all these facilities at no cost to the State.

The facilities highlighted in blue in the same Exhibit 1 – Stormwater Facilities, while owned by the State, will also be maintained by the Municipality, in perpetuity.

The State agrees to allow the Municipality the right to inspect the stormwater facilities highlighted in green, pink & blue and Pond A in Exhibit 1, prior to final acceptance from the Contractor(s).

The Municipality agrees that stormwater facilities highlighted in green, pink and blue and Pond A in Exhibit 1 shall not be removed or significantly altered without a written Agreement between the Municipality and the State.

The State agrees that they will not add additional stormwater runoff beyond that included in the Stormwater Report for the Project into Pond A without written permission from the Municipality and amending this SMMA.

The Municipality agrees to perform inspections in accordance with local standards, and applicable Wisconsin Department of Natural Resources (WDNR) standards and agrees to maintain written records of any inspections and maintenance performed and make them available to WisDOT upon request.

Anticipated maintenance includes, but is not limited to vegetation management (mowing, prescribed burns, herbicide treatments, overseeding, etc.), dredging, cleaning, and structural repairs of the stormwater facilities.

Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to:

- annual inspection of inlets, catch basins, manholes, pipe;
- annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames;
- repair top slabs along with bottom and walls of basins.
- Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes.

Detention Pond A

Maintenance of Pond A to be completed by the Municipality shall include the following:

- 1. **Berm Settlement**. If any part of the berm has settled 4 inches lower than the original design elevation (noted on Exhibit 1) it should be built back to the design elevation.
- 2. **Piping**. If water flow is discernible through a pond berm or ongoing erosion is observed, have a geotechnical engineer inspect and evaluate the condition and recommend appropriate repairs.
- 3. **Tree Growth**. Tree growth on emergency spillways reduces spillway conveyance capacity and may cause erosion elsewhere on the pond perimeter due to uncontrolled overtopping. Tree growth on berms over 4 feet high may lead to piping through the berm, which could lead to failure of the berm and related erosion or flood damage. Such trees should be removed. If the root system is small (base less than 4 inches), the root system may be left in place; otherwise, the roots should be removed, and the berm restored. A licensed civil engineer should be consulted for proper berm/spillway restoration.
- 4. **Emergency Spillway Lining**. If only one layer of rock exists above native soil in area 5 square feet or larger or native soil is exposed at the top of outflow

path of spillway, then the rocks and pad depth should be restored to the design condition.

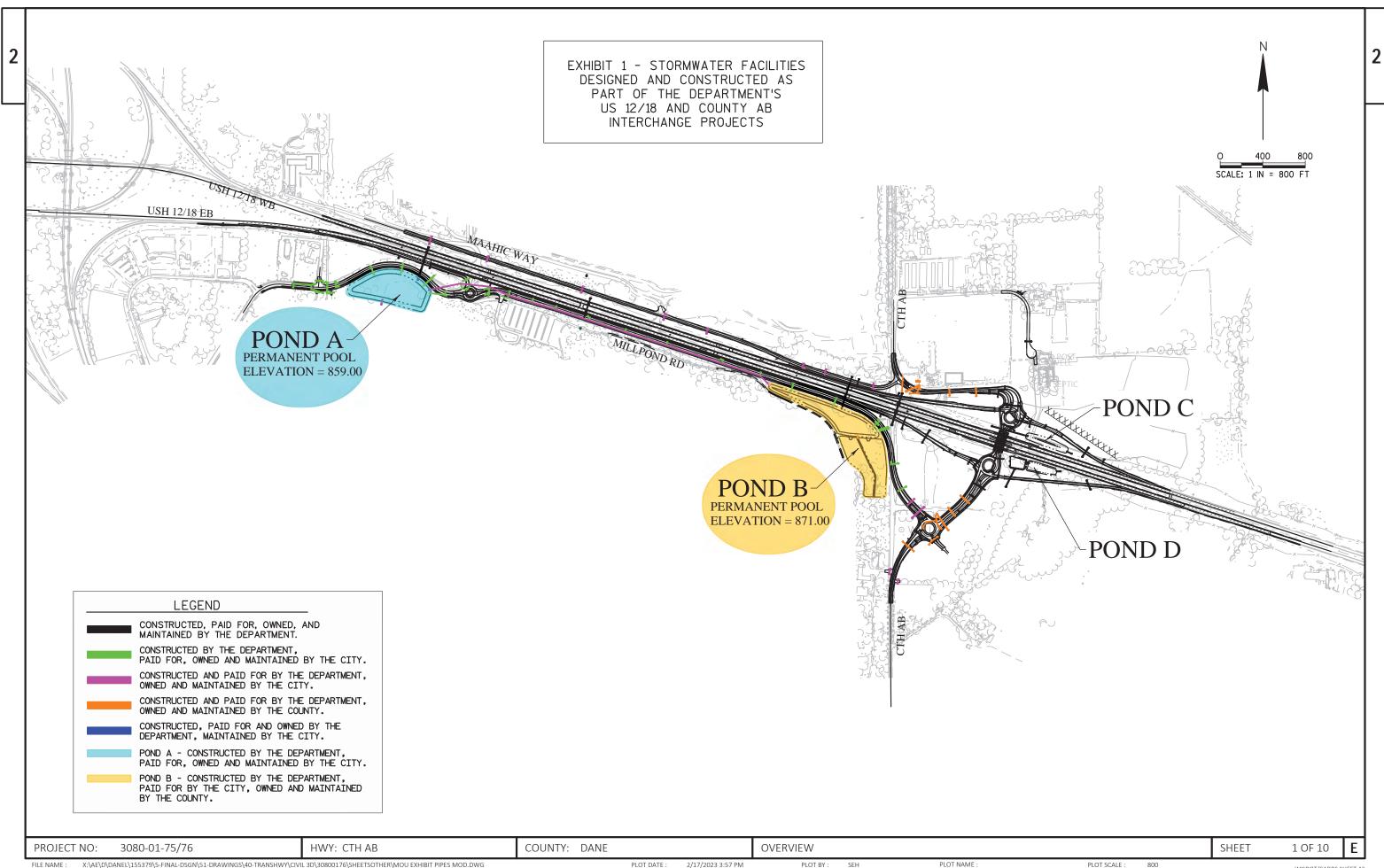
- 5. **Trash and Debris**. Clear trash and debris from the site when accumulations exceed 5 cubic feet (about equal to the amount of trash needed to fill one standard-size garbage can) per 1,000 square feet. In general, there should be no visual evidence of dumping. If debris accumulation is less than this threshold level, then the trash and debris should be removed as part of the next scheduled maintenance. Snow shall not be stored or disposed of in Pond A.
- 6. **Poisonous Vegetation and Noxious Weeds**. Poisonous, noxious or nuisance vegetation may constitute a hazard to maintenance personnel or the public. Remove this vegetation and apply the requirements of adopted integrated pest management policies for the use of herbicides. Applications of fertilizers, herbicides, pesticide, or other chemical applications are prohibited along the pond banks and drainage ways.
- 7. **Rodent Holes**. If rodent holes are evident or there is evidence of water piping through a berm via rodent holes, destroy the rodents and repair the berm.
- 8. **Side Slope Erosion**. If eroded damage is over 2 inches deep and the cause of damage is still present, or there is potential for continued erosion, stabilize slopes using appropriate erosion control measures (such as rock reinforcement, planting of grass, and compaction). If erosion is observed on a compacted berm embankment, review the proposed erosion control measures with an erosion control specialist.
- 9. **Pond Dredging**. Sediment removal in the forebay should occur every five to six years, or after 50% of total forebay capacity has been lost. In the main sediment accumulation areas of the pond, sediment removal should occur once the average depth of the permanent pool is 3.5 feet. Sediment should be disposed of according to NR 528, Wisconsin Administrative Code.¹
- **3. Pond B:** Constructed at the northeastern most corner of the Golf Course property, Pond B is to be sold by the Municipality to Dane County. Following the completion of the project, the City will transfer the pond to the County and the County will be responsible for the pond along with any corresponding easements, maintenance agreements, and rights to modify the pond with WisDOT. Any modifications to Pond B shall be subject to the written approval of the City Engineer, which shall be based on the pond's continued ability to meet the applicable storm water requirements.
- 4. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way minus the exceptions provided for in the previous sections of this Agreement.
- 5. This agreement does not remove any existing municipal maintenance responsibilities.

6.	The State or Municipality may request an amendment to this agreement to include
	specific features later requested by the Municipality throughout the design process.

7.	Upon completion of construction project, 3080-01-75/76, the Municipality will assume
	all afore mentioned maintenance responsibilities.

EXHIBIT 1

Stormwater Facilities



LAYOUT NAME - Overview

PLOT DATE :

PLOT BY:

