



City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE MEETING
IN PERSON AND VIA ZOOM
THURSDAY, DECEMBER 12, 2024 – 2:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/82678368791?pwd=ihcjby9XHIXfKNR4DQnSd0bgc3J882.1>

Meeting ID: 826 7836 8791

Passcode: 999178

Dial by Location

+1 312 626 6799

If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 397-9901. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Approval of Minutes**
 - a. Review and possible action relating to the **minutes of the November 13, 2023 Transportation and Traffic Review Committee**
- 4. Parking Requests: None**
- 5. Speed Limit Reviews: None**
- 6. Traffic Signal Reviews: None**
- 7. Miscellaneous: None**
- 8. Transit Items**
 - a. Update from Brown Cab on ridership and marketing for 2024
 - Service Hours (Brown Cab)

- Ridership Trends (Brown Cab)
- Institutional Fares (Brown Cab)
- Staffing (Brown Cab)
- Vehicle Updates (City)
- Contract Status (City)

9. Safe Routes to School

- a. Update on **State/Municipal Agreement** for the construction of in-fill sidewalks as a part of the Safe Routes to School Plan

10. Adjournment

All items may be acted on and recommended to the City Council.

Date Posted: December 11, 2024

CC: Committee Members; City Council (information only); News Media

Notice is hereby given that a majority of the Fort Atkinson City Council may be present at this meeting at the location and time indicated above to gather information about any subject matters on this agenda over which they have decision-making responsibility. This may constitute a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d. 553, 494 N.W.2d 408 (1993), and must be noticed as such although the City Council will not take any formal action at this meeting.

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TRANSPORTATION & TRAFFIC REVIEW COMMITTEE
CITY HALL AND REMOTE VIA ZOOM
November 13, 2023 – 3 PM

1. Call meeting to order

The meeting was called to order by Chairperson Selle at 3 p.m.

2. Roll call

Members Present: Armstrong, Selle, Bump, Williamson, Rice, Lescohier, Maas, Moehling

Members Absent: Sweeney

3. Review and possible action relating to the minutes of the December 8, 2022 meeting.

Motion to approve the minutes of the December 8, 2022 meeting made by Bump and second by Williamson. Motion passed by unanimous voice vote.

4. Parking Requests: None

5. Speed Limit Reviews: None

6. Traffic Signal Reviews: None

7. Miscellaneous: None

8. Transit Items: Update from Brown Cab on ridership and marketing for quarter preceding

A representative from Brown Cab was not in attendance at the meeting. Selle presented the quarterly report. The continued challenges of finding drivers and reduced ridership were mentioned in a discussion of the situation. Agency ridership declined significantly and was a loss of revenue for the taxi.

In 2023, City staff renegotiated the contract for services down from 15,900 hours to 9,000 hours, with an attendant increase in the hourly cost to \$37.73. Staff estimated that at the close of 2023 the revenue from the taxi would not be able to cover the total contract cost. At present with 9 months of data, the City has a positive balance of \$2,700 (more revenue than expense) on the taxi contract going into the final 3 months of the year. If ridership remains as expected for 2023, the balance owed may be smaller than predicted. No action was taken by the Committee.

Transit Items: 2024 Shared Ride Taxi Contract Procurement

Chairman Selle discussed the contract saying 2024 was the contract year City staff chose to do two guaranteed years and three option years for the Shared-Ride Taxi Contract. Selle said the City would like to continue to provide the service at no cost to the City. The contract will go down to 8,000 hours and \$20,000 was budgeted to cover any shortfall for the contract.

The City's RFP resulted in a single bid from Brown Cab. Their contract cost held firm for the two fixed years of the contract at \$36.73. Using the previous assumptions on ridership the resulting prediction for 2024 and 2025 at a cost per hour of \$36.73 for 8,000 hours the contract would cost \$293,840 in 2024. The City portion would be \$129,289.60 with fare revenue projected to be \$111,971. The City would be responsible for the balance of \$17,318.60.

Transit Items: Brown Cab proposal recommendation

The City received one response to the City Shared Ride Taxi Request for Proposal. Brown Cab held firm on last year's price of \$36.73 for the next two years. The Source Selection Committee accepted that proposal.

A motion was made by Jack Rice and a second by Tom Williamson for the City Council to review the proposal from Brown Cab for an agreement for 2024-2028 contract years. The item was moved forward to City Council with a unanimous vote.

9. Safe Routes to School: Update on SRTS grants received and applied for

The City's grant will pay for 80% of this project. The City has until 2026 to begin the project. Additional grant opportunities were available to begin filling in sidewalk in the City with the focus near the City's schools. The proposal is about \$2.2 million and the City expects to hear back in March.

10. Adjournment:

Maas moved to adjourn, seconded by Bump. Meeting adjourned at 3:25 p.m.

Respectfully submitted,
Sarah Weihert, Public Relations Executive Assistant

PUBLIC TRANSIT LEASE AGREEMENT

Between
City of Fort Atkinson
and
Brown Cab Service Inc.

This Agreement specifies terms under which City of Fort Atkinson hereinafter referred to as Lessor, leases one or more vehicles to Brown Cab Service, Inc., hereinafter referred to as Lessee. This lease is effected by virtue of Lessor’s public transit service operating contract with Lessee.

“Department” herein means the Wisconsin Department of Transportation. “Leased vehicle” herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2024 ending exactly one year later, or on the end date of the Lessor’s current public transit service contract with the Lessee, whichever comes first.

SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored	735 Madison Ave., Fort Atkinson, WI 53538					
Vehicle Identification Number (VIN)	Model Year	Vehicle/Chassis Make and Model	Body Make and Model (cutaways and	Vehicle Type (e.g., minivan, medium bus)	Primary Funding Source	Vehicle Number
2D4RN4DG5BR652826	2011	Dodge, Caravan	minivan	minivan	Grant	1001
2D4RN4DG0BR652829	2011	Dodge, Caravan	minivan	minivan	Grant	1004
2C4RDGBG9LR198134	2020	Dodge, Caravan	minivan	minivan	Grant	1007
2C4RC1FG9RR159644	2024	Chrysler, Pacifica	minivan	Minivan	Grant	1008
2C4RC1FG9RR168263	2024	Chrysler, Pacifica	minivan	minivan	Grant	1009

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

For City of Fort Atkinson

For Brown Cab Service, Inc.



Signature

Signature

Rebecca Houseman
City Manager
August 15, 2024

Justin Running
Vice President
August 15, 2024

SECTION 4. CONDITIONS

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor's operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor's continuing control over the use of the vehicle(s) or the Lessee's continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor's relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor's title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

SECTION 5. REPRESENTATION AND WARRANTIES

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental

agency, which authorize or empower the services to be performed by the Lessee.

SECTION 6. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessor.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

SECTION 7. INSURANCE

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- A. Bodily injury liability, each person: \$100,000
- B. Bodily injury liability, each accident: \$1,000,000
- C. Property damage liability, each accident: \$100,000
- D. General liability, bodily injury and property damage: \$1,000,000

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

SECTION 8. VEHICLE MAINTENANCE

The Lessee shall, at all times and at Lessee's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor's vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor's vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor’s approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessor shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee’s use or intended use of the vehicle(s).

SECTION 12. AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessee on or before specified deadlines.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor.

SECTION 13. LIABILITY

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

SECTION 14. LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

SECTION 15. TERMINATION

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

SECTION 16. SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) is prohibited.

SECTION 17. ADDITIONAL CONDITIONS

No additional conditions apply.



MEMORANDUM

DATE: December 12, 2024

TO: Committee/Commission/Board

FROM: Andy Selle, Director of Public Works

RE: Update on State/Municipal Agreement for the construction of in-fill sidewalks as a part of the Safe Routes to School Plan

BACKGROUND

In 2017, the City of Fort Atkinson and the School District of Fort Atkinson completed a Safe Routes to School Plan. The study identified several improvements to pedestrian transportation and safety. This project begins to get at the in-fill areas of sidewalks identified around the City's schools (public and private).

Aside from weather and distance, the most common parent comment related to reluctance to walk and bike to school was safety-related, specifically crossings (the City has improved seven crossings to make progress on this concern) and the speed/proximity of traffic along the route. The Transportation Alternative Program (TAP) is a grant fund setup to allow implementation of plans for pedestrian improvements. Our most recent grant for this program was the S Main St pedestrian path, currently slated for 2025 construction.

The City, in cooperation with the School District of Fort Atkinson, submitted an application for in-fill sidewalks and pedestrian paths for a TAP grant. The School District in particular included a significant path around the outside perimeter of the high school, where no path currently exists. The City was awarded a total of \$1.7 Million dollars for this in-fill project. It is important to consider the total available funding was \$17 Million, and we were able to garner a full 10% of the available funds for our City and Schools.

DISCUSSION

This project will construct approximately 5 miles of ADA-compliant concrete sidewalks and paths at various locations in Fort Atkinson. Most locations are within a few blocks of the seven elementary schools, middle school, high school and Madison College. Locations were chosen to in-fill gaps in sidewalks around schools, and in some instances between schools and neighborhoods. An approximate map that will likely be refined is attached.

All of the work will occur within the existing City right of way, except for an area around the High School, on School District of Fort Atkinson (SDFA) property. A portion of the project will

fund a path around the perimeter road of the high school, where no sidewalks currently exist. SDFa is a partner on the overall effort, specifically contributing matching financial resources for implementation on the high school property.

The construction project is scheduled to start by June 4, 2028, and be completed by June 30, 2030.

FINANCIAL ANALYSIS

The subject project is funded with 80% federal funding up to a maximum of \$1,703,612.40 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,703,612.40 federal funding maximum, in accordance with TAP guidelines. Design will be completed in whole by the City.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 3991-03-00					
Design	\$0	\$0	0%	\$0	100%
State Review	\$11,760	\$0	0%	\$11,760	100%
<i>Project totals</i>	<i>\$11,760</i>	<i>\$0</i>		<i>\$11,760</i>	
ID 3991-03-70					
Participating Construction	\$2,029,515.50	\$1,623,612.40	80%	\$405,903.10	20% + BAL
Construction Engineering	\$75,000	\$60,000	80%	\$15,000	20% + BAL
State Review	\$25,000	\$20,000	80%	\$5,000	20% + BAL
<i>Project totals</i>	<i>\$2,129,515.50</i>	<i>\$1,703,612.40</i>		<i>\$425,903.10</i>	
Total Est. Cost Distribution	\$2,141,275.50	\$1,703,612.40	MAX	\$437,663.10	N/A

*This project has a TAP federal funding maximum of \$1,703,612.40. This maximum is cumulative for all federally funded project phases.

RECOMMENDATION

Update only

ATTACHMENTS

1. Award Letter
2. State Municipal Agreement
3. FORT ATKINSON SIDEWALK IN-FILL Map

WisDOT Division of Transportation System Development
Southwest Region – La Crosse Office
3550 Mormon Coulee Road
La Crosse, WI 54601

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (608) 789-7879
FAX: (608) 785-9969
Email: robert.winterton@dot.wi.gov



August 19, 2024

ANDY SELLE
DIRECTOR OF PUBLIC WORKS
CITY OF FORT ATKINSON
101 N. MAIN STREET
FORT ATKINSON, WI 53538

Mr. Selle:

Enclosed for signature is the project agreement for the following project that has approved funds in the 2024 - 2028 Transportation Alternatives Program (TAP).

Project I.D.: 3991-03-00/70
C Fort Atkinson, Sidewalks
C Fort Atkinson, Various Locations

Please sign and return one (1) copy of each agreement. Electronic signatures are acceptable. Return a copy of the agreement by e-mail to the Department with signatures by **Monday, September 30, 2024** to this address:

robert.winterton@dot.wi.gov

Note the cost ratios for each project phase and any federal funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.


Before starting the design of your project, please contact your Local Program Project Manager (LPPM) **Zachary Pearson** at (608) 246-5319 or zachary.pearson@dot.wi.gov. If the project will be designed by a consultant using TAP funding, proper consultant selection and a three-party contract is required. If the project will be designed by in-house/municipal engineer, a two-party contract or work order will be required. The sooner you can begin the design process the sooner you can deliver and construct your project.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 789-7879 or e-mail robert.winterton@dot.wi.gov.

Sincerely,

Robert Winterton

Robert Winterton, P.E.
Local Programs Engineer – SW Region

	<p>STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT</p>	<p>Date: August 19, 2024 I.D.: 3991-03-00/70 WisDOT UEI #: CBE4JHP1S8H7 Project Sponsor UEI #: TBD FAIN ID: Federal Award Identification Number (TBD) Project Title: C Fort Atkinson, Sidewalks Location/Limit: C Fort Atkinson, Various Locations Project Length (if applicable): Project Sponsor: City of Fort Atkinson County: Jefferson MPO Area (if applicable): N/A</p>
<p>Subprogram #: 290 Program Name: TAP</p>		

The signatory, the **City of Fort Atkinson**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility and Proposed Improvement - **In 2017 The City of Fort Atkinson along with the School District of Fort Atkinson (SDFA) completed a Safe Routes to School Plan. The study identified a number of improvements to pedestrian transit and safety. This project begins to get at the in-fill areas of sidewalk identified around the City's schools (public and private). Aside from weather and distance, the most common parent comment related to reluctance to walking and biking was safety related, specifically crossings (the City has improved seven crossings to make progress on this concern) and the speed/proximity of traffic along the route. The City has taken the lead in implementing the SRTS recommendations along with the SDFA.**

This project proposed to construct approximately 5 miles of ADA compliant concrete sidewalks and paths at various locations in Fort Atkinson. Most of the locations are within a few blocks from 6 elementary schools, the middle school, the high school and Madison College.

The Project Sponsor agrees to the following Federal Fiscal Year 2024-2028 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$1,703,612.40 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,703,612.40 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.
- 4) For design-only projects, a project is commenced when design is begun and/or when a contract is signed and executed with the consulting firm that has been selected to lead the project design effort.

Project Award date: June 4, 2024

Commencement deadline: June 4, 2028

Completion deadline: 6/30/2030

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by **6/30/2030**, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 3991-03-00					
Design	\$0	\$0	0%	\$0	100%
State Review	\$11,760	\$0	0%	\$11,760	100%
<i>Project totals</i>	<i>\$11,760</i>	<i>\$0</i>		<i>\$11,760</i>	
ID 3991-03-70					
Participating Construction	\$2,029,515.50	\$1,623,612.40	80%	\$405,903.10	20% + BAL
Construction Engineering	\$75,000	\$60,000	80%	\$15,000	20% + BAL
State Review	\$25,000	\$20,000	80%	\$5,000	20% + BAL
<i>Project totals</i>	<i>\$2,129,515.50</i>	<i>\$1,703,612.40</i>		<i>\$425,903.10</i>	
Total Est. Cost Distribution	\$2,141,275.50	\$1,703,612.40	MAX	\$437,663.10	N/A

*This project has a TAP federal funding maximum of \$1,703,612.40. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Fort Atkinson		
Name	Title	Date
Signed for and on behalf of the State of Wisconsin		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when/if each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program (TAP), including but not limited to and Wis. Stat. Sec. 85.021 and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.
5. TAP is a covered program under the Justice40 initiative. Justice40 is an opportunity to address gaps in transportation infrastructure and public services by working toward the goal that at least 40% of the benefits from many of our grants, programs, and initiatives flow to disadvantaged communities. More information about meeting Justice40 requirements can be found at the following link: <https://www.transportation.gov/equity-Justice40>

STATE RESPONSIBILITIES AND REQUIREMENTS:

6. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. State Review Services for construction ID 3991-03-70.
 - i. Other eligible TAP non-infrastructure items as enumerated in the approved application.
7. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
8. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

9. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project:
- 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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT FDM.
 - h. Preliminary engineering and design.

- i. Real estate for the improvement.
 - j. State review services for design ID 3991-03-00.
10. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws.
 11. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the WisDOT FDM, Chapter 8, Consulting Services.
 12. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
 13. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
 14. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
 15. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
 16. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
 17. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
 18. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
 19. The project is subject to a discretionary DBE goal assessment.
 20. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
 21. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
 22. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

23. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
24. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by Federal and State law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
25. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
26. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
27. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
28. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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 projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

29. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State, also, shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the State/Municipal Agreement are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, certifies to the best of its knowledge and belief, that it and its principals, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants, have certified in writing that neither they nor their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

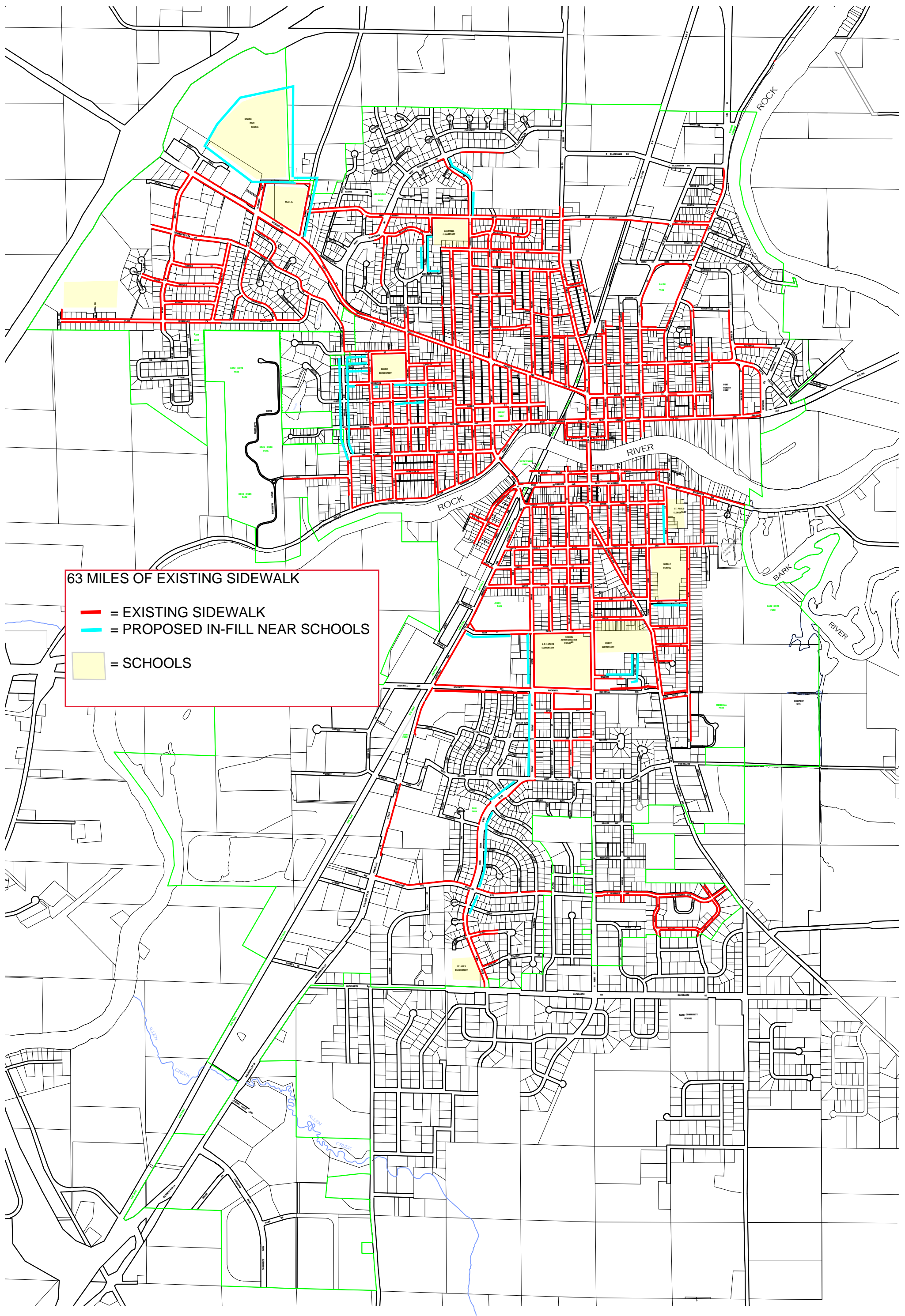
PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions: The maximum participation of federal/ earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of **\$1,703,612.40** is cumulative for all federal/earmark funded project phases.
39. Federal Inactive List: Once a project has received its authorization to incur costs letter until the competition of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.



63 MILES OF EXISTING SIDEWALK

- = EXISTING SIDEWALK
- = PROPOSED IN-FILL NEAR SCHOOLS
- = SCHOOLS