



**Meeting:** Village Board  
**Meeting Date:** 02/25/2013  
**Agenda Item:** #

**Mission Statement**  
Delivering quality services in a courteous, cost-effective and efficient manner.

## VILLAGE BOARD MEETING STAFF REPORT

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**REPORT TO:** Burt R. McIntyre, President  
Village Board of Trustees

**REVIEWED BY:**

**REPORT FROM:** Geoffrey S. Farr, PE, Director of Public Works

**AGENDA ITEM:** Review and take action on a Revised State Municipal Agreement with the WDOT for construction of the STH 29 and Sherwood Street / Hillcrest Drive (CTH FF) Interchange.

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### **POLICY ISSUE**

Should the Village Board approve the Revised WDOT state municipal agreement (SMA) for reconstruction of the interchange?

### **BACKGROUND INFORMATION**

The DOT is currently planning for the construction of a grade separated interchange at STH 29 and Sherwood Street north of STH 29 / Hillcrest Drive (CTH FF) south of STH 29. This will replace the existing at grade intersection that has been the site of many accidents. The construction plan includes a diamond type interchange with roundabouts at the ramp intersections. Sherwood Street north of STH 29 would be reconstructed with curb and gutter, sidewalk and storm sewer ending at Shawano Avenue (CTH C) with a roundabout. Access would be eliminated to STH 29 at the west end Woodland Road and Greenfield Avenue, a cul-de-sac would be installed at Catherine Drive and at the east end of Woodland Road. Attached is a location map and preliminary plan for your review. Also it is likely that the County will request a jurisdictional transfer of Sherwood Street to extend County Highway FF North of STH 29 to Shawano Avenue (CTH C). Construction is planned for the beginning in July of 2013 and will be completed by July of 2014. The project is in large part in being funded by the DOT currently exceeding \$12,000,000.

The Village was previously responsible for 20% of sidewalk costs. Fortunately the DOT has reconsidered the sidewalk cost share as sidewalks are now required as part of the Federal "Complete Streets" standards. As bicycle and pedestrian facilities are no longer a choice for installation the State and Federal Government will pay for all sidewalk costs.

Additional costs not included in this agreement include municipal utility extensions, roundabout irrigation and street lighting costs.

**PRIOR ACTION/REVIEW**

The Village Board approved the original SMA for this project on October 6th, 2011.

**FISCAL IMPACT:**

- |                              |            |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u>  |
| 3. If Budgeted, Which Line?  | <u>N/A</u> |
| 4. Amount?                   | <u>\$0</u> |

**RECOMMENDED ACTION**

Village staff recommends that the Village Board approve the attached resolution.

If the Village Board agrees with this action, the following motion could be used, ***“Motion to approve the Revised State Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of the State Highway 29 & County Trunk Highway FF interchange.”***

**POLICY ALTERNATIVE(S)**

The Village Board could take the following actions:

- Approve the SMA
- Approve the SMA with modifications
- Table the SMA and request additional information
- Deny the SMA and review the associated impacts

**ATTACHED INFORMATION**

- I. Revised SMA
- II. Location Map & Plan

**COPIES FORWARDED TO:**

- I. None

# STATE / MUNICIPAL AGREEMENT

## FOR A HIGHWAY IMPROVEMENT PROJECT

(REVISED: February 11, 2013)

DATE: September 29, 2011

I.D.: 9200-04-00 / 71

HIGHWAY: STH 29      LENGTH: 0.12 MI.

LIMITS: Shawano – Green Bay,  
STH 29 and CTH FF Intersection

COUNTY: Brown

FILE: 06-14.01

The signatory Village of Howard hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

### NEEDS AND ESTIMATE SUMMARY:

**Existing Facility (describe and give reason for request):** STH 29 is a 4-lane divided expressway. The existing CTH FF intersection with STH 29 is an at-grade intersection. High crash rates at the intersection qualified the intersection for Highway Safety Improvement Program funds and this section of highway was recently mapped for conversion to a freeway through the process established in Chapter 84, Section 295 of the Wisconsin State Statutes (84.295).

**Proposed Improvement (nature of work):** The existing at-grade intersection of STH 29 at County FF will be replaced with a diamond interchange. Work will include the construction of roundabouts at the ramp terminal intersections, construction of a new bridge structure over STH 29, reconstruction of County FF from south of Navajo Trail north to County C/Shawano Avenue. The intersections of County FF at Navajo Trail/Golden Pond Park Court and County FF at County C/Shawano Avenue will be reconstructed with roundabouts. The existing intersections of STH 29 with Sunlite Drive and STH 29 with Woodland Road/Greenfield Avenue will be removed with this project. A new frontage road connecting the existing Golden Pond Park Court to the existing Sunlite Drive will be constructed. The existing intersection of Golden Pond Park Court with County FF will be relocated south to align with Navajo Trail. The intersection of County FF with Catherine Drive will be removed and a cul-de-sac will be constructed on Catherine Drive. The intersection of County C/Shawano Avenue with Woodland Road will be removed and a cul-de-sac will be constructed on Woodland Road. The box culvert under STH 29 just east of the existing intersection of STH 29 at County FF will be extended to accommodate the new ramp lanes at the interchange. Retaining walls, lighting facilities, and drainage facilities will be constructed as necessary.

**Describe non-participating work included in the project contract:** None.

**Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality:** None.

PHASE	Total Estimated Cost	ESTIMATED COST					
		Federal / State Funds	%	Municipal Hobart	%	Municipal Howard	%
<b>Preliminary Engineering:</b>	\$1,000,000	\$1,000,000	100	0	0	0	0
<b>Real Estate Acquisition:</b>	\$2,100,000	\$2,089,240	-	\$10,760	-	0	0
<b>Construction (Project I.D. 9200-04-71)</b>							
Category 0010 - Roadway Items	\$13,585,000	\$13,585,000	100	\$0	0	\$0	0
Category 0020 – CSD Landscaping (Village of Hobart)	\$81,730		\$150,000 Capped				
Priority 1		\$81,730		-	NA	-	NA
Priority 2			NA	\$0	100	-	NA
Category 0021 – CSD Landscaping (Village of Howard)	\$81,730		\$150,000 Capped				
Priority 1		\$81,730		-	NA	-	NA
Priority 2			NA	-	NA	\$0	100

Category 0022 – CSD Decorative Concrete (Village of Hobart)	\$6,325						
Priority 1		\$1,265	Capped	-	NA	-	NA
Priority 2		\$5,060	Unlim.	-	NA	-	NA
Category 0023 – CSD Decorative Concrete (Village of Howard)	\$6,325						
Priority 1		\$1,265	Capped	-	NA	-	NA
Priority 2		\$5,060	Unlim.	-	NA	-	NA
Category 0030 - Roundabout Lighting (DOT Installed)	\$165,000	\$165,000	100	-	NA	-	NA
<b>SUBTOTAL: (Project I.D. 9200-04-71)</b>	\$13,926,110	\$17,015,350	-	\$0	-	\$0	-
<b>Construction (Project I.D. 9200-04-72)</b>							
Category 0032 – Golden Pond Park Lighting, Utility Installed	\$12,000	\$6,000	50	\$6,000	50	\$0	0
Category 0033 – Roundabout Lighting, Utility Installed	\$48,000	\$48,000	100	\$0	0	\$0	0
<b>SUBTOTAL: (Project I.D. 9200-04-72)</b>	\$60,000	\$54,000	-	\$6,000	-	\$0	-
<b>TOTAL COST DISTRIBUTION:</b>	\$17,086,110	\$17,069,350	-	\$16,760	-	\$0	-

Note: All construction project costs include 10% construction engineering costs.

1) Construction costs shown are an estimate based on bid prices of similar projects.

2) All lighting required for the safe operation of the roundabouts is 100% Federal/State funds at the time of installation. The lighting of the roundabouts at the ramp terminals of the STH 29 interchange at County FF are considered part of the state highway system and therefore will be owned and maintained by the State. The lighting of roundabouts outside of the STH 29 ramp terminals will need to be owned and maintained by the Municipality in which it lies.

3) The previous agreement included provisions for an 80/20 split on the funding of sidewalk in areas where it had not previously existed. Due to changes in the State’s cost-share policies, complete street requirements, and Trans 75 provisions there is no longer a cost-share with the Municipality for bike/pedestrian accommodations placed in accordance with these policies. All sidewalk placed as part of this project will be 100% Federal/State funds. The Municipality will be responsible for all future maintenance of the sidewalks placed with this project and within the jurisdiction of the Municipality of which this agreement applies. See also Item #8 in the attached Terms & Conditions.

4) Community Sensitive Design (CSD) funding limitations for Federal/State funds are based on 3% of roadway costs, 7% of bridge costs (\$300,000 Maximum), and 5% of retaining wall costs associated with this project. These percentages are applicable only to the specific funding categories and cannot be combined between categories (ie: the calculated CSD limits of a specific structure are restricted for use only on that specific structure and excess funds cannot be transferred to other work on the project). Any CSD costs that are in excess of the calculated Federal/State funding limits will be the responsibility of the Municipality in which the work lies. At this time it is not expected that this project will require CSD cost participation by the Municipality; however the final funding limits and applicable CSD costs will be determined by actual prices bid by the contractor and, if necessary, this agreement will be updated to reflect any CSD costs to be funded by the Municipality.

5) This project will require the closure of sections of Sherwood Street, Woodland Road, County C/Shawano Avenue, Catherine Drive, and Greenfield Avenue within the Municipality during construction operations.

Detour routes will not be established by the State for these closures. If any local detour routes are necessary, these will be the responsibility of the Municipality.

6) This project will require sections of Sherwood Street to be closed for construction operations during the winter months. The Municipality will be responsible for snow plowing operations to provide access to residents along these sections of closed roadway. The State will provide a temporary asphalt surface and proper delineation of the temporary asphalt roadway area during the winter months through the use of traffic control devices.

7) The Municipality, in conjunction with Brown County, plan to construct a separate project adjacent to the east project limits of this project along County C/Shawano Avenue. Any changes in traffic control, advance signing, local detour routes, and coordination with this project due to the Municipality/County project will be the responsibility of the local Municipality. The State project will allow the contractor to begin construction operations on the areas near the intersection of County C/Shawano Avenue around April 1, 2014 and will need to be open to traffic by June 30, 2014. The Municipality/County shall coordinate work under its own construction contract to coincide with the anticipated construction under the State contract. The Municipality/County shall also coordinate construction operations between the two projects. The Municipality will be responsible for construction inspection and administration of the work outside the State project limits.

8) It is the State's understanding that Sherwood Street will be transferred to Brown County and the roadway will become part of County FF from WIS 29 north to County C/Shawano Avenue. The permanent signing for this project will include the change in roadway name to a county highway for the section north of WIS 29. It is the responsibility of the Municipality and Brown County to enact an agreement for the jurisdictional transfer of the facility. If an agreement is not enacted and permanent signing changes are necessary, the Municipality will be responsible for any additional costs associated with the failure to enact such an agreement. Upon enacting and approving a jurisdictional transfer agreement, the local municipalities and/or county shall forward the final agreement to the Department in order to change local road inventories, funding allocations, and other items associated with this change.

9) In accordance with the discussions in the CSD meetings, the Municipality will not be installing irrigation as part of this project. The Department will accommodate future potential irrigation to the roundabouts at the WIS 29 westbound ramp terminal with Sherwood Street and at the intersection of Sherwood Street with County C/Shawano Avenue using two 3-inch conduit crossings underneath the roadway area. The costs associated with irrigation at the roundabouts is not an applicable cost to CSD funding.

10) The Municipality has requested the use of proprietary items for use on the roundabout lighting system at the intersection of Sherwood Street with County C/Shawano Avenue in order to facilitate operations and consistency within the Municipality. The State will apply for the necessary Proprietary Item Justifications and coordinate within the State and Federal agencies on the approval of these items. These items are for the light poles, luminaire arms, and LED luminaires. If these proprietary items are not approved, the State will coordinate with the Municipality on potential alternatives.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of \_\_\_\_\_  
Municipality

\_\_\_\_\_  
Name Title Date

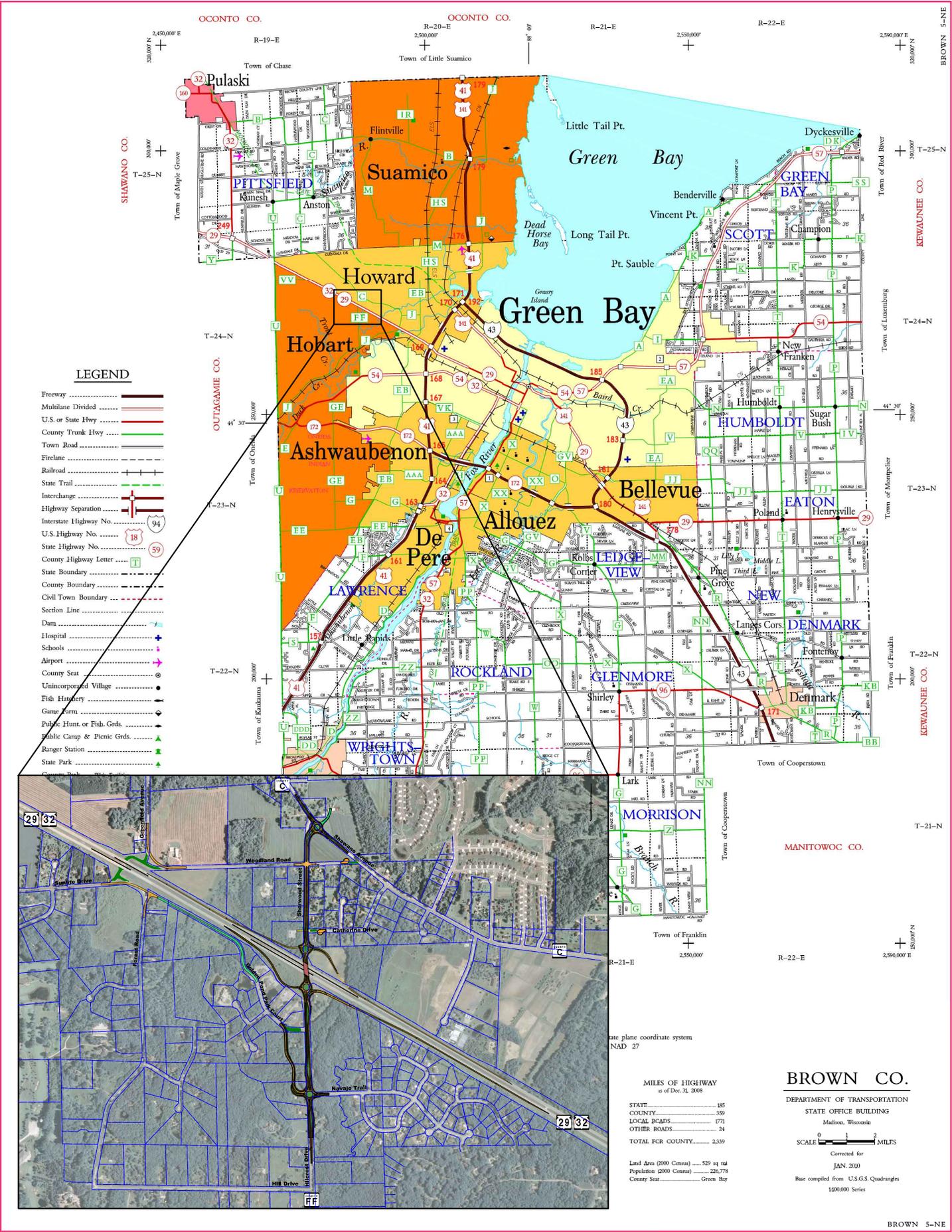
## **TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement, which exceeds Federal/State financing commitments, or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a) The grading, base, pavement, and curb and gutter.
  - b) Storm Sewer mains, laterals, manholes, inlets and catch basins necessary for surface water naturally draining to the roadways.
  - c) Construction engineering incidental to inspection and supervision of actual construction work excluding any sanitary and water system work that is combined let.
  - d) Signing and pavement marking including detour routes.
  - e) Compensable utility adjustment.
  - f) New sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - g) Replacement of existing sidewalks and private driveways necessitated by the project.
  - h) New installations of street lighting and traffic signals or devices at the time of construction. New traffic signals must meet warrants. Upgrading traffic signals to current standards are also eligible.
  - i) Alteration of street lighting and traffic signals or devices necessitated by the project.
  - j) Real estate for the improvement. The DOT will provide the funding.
  - k) Preliminary engineering and State review services.
  - l) Conditioning, if required and maintenance of detour routes.
  - m) Repair damages to roads or streets cause by reason of their use in hauling materials incidental to the improvement.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - a) New installations of or alteration of sanitary sewers and water mains and their connections, gas, electric, telephone telegraph, fire or police alarm facilities, parking meters, and similar utilities.

- b) Hazardous materials investigation and remediation cost related to sanitary sewer and water main construction.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal / State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal / State participation.
  8. The Municipality will at its own cost and expense:
    - a) Maintain features outside the travel way (back of curb to back of curb) within the Municipality including but not limited to sidewalks and landscaping. Snow removal from sidewalks is the responsibility of the Village.
    - b) Maintain the sidewalk around the perimeter of the roundabouts (including ramp terminals) which includes, but is not limited to, sidewalk repair, snow removal, ice control, repainting/staining of the colored portions, and future replacement (other than caused by future highway projects). The sidewalk is defined as any concrete or asphalt path separated from the roadway.
    - c) Maintain the pavement markings and colored concrete associated with the crosswalks within the project limits, which includes, but is not limited to, any necessary repainting or replacement except those caused by future highway projects.
    - d) Maintain all street lighting outside of the ramp terminals, which includes, but is not limited to, the responsibility for the energy, operation, maintenance, and replacement of the lighting system (including associated costs).
    - e) Maintain all landscaping within the central island of each roundabout that lies within the municipal boundary. No additional landscaping or structures will be allowed in the roundabouts without prior approval from the Department. Maintain all landscaping around the perimeter of the roundabouts and in the vision corners. Landscaping in the vision corners shall not obstruct the vision of the drivers and shall be maintained at a height that will ensure a clear line of sight for the motorists and pedestrians. No landscaping or structures will be allowed in the vision corners without prior approval from the Department.
  9. Basis for Local Participation:
    - Design: Costs are 100% DOT funded as per DOT's cost participation policy for non-connecting street projects.
    - Real Estate: Actual costs will be based on appraisals. The DOT will fund real estate that it feels is prudent and financially feasible.
    - Construction: Construction costs shown are based on similar project bid item prices. Items requiring a cost share split are listed on the first page and will be adjusted in future Project Agreement revisions to reflect actual bid costs.

# Project Location Map

## PROPOSED WIS 29 / 32 WITH COUNTY FF INTERCHANGE



### LEGEND

- Freeway ..... [Symbol]
- Multilane Divided ..... [Symbol]
- U.S. or State Hwy ..... [Symbol]
- County Trunk Hwy ..... [Symbol]
- Town Road ..... [Symbol]
- Firelane ..... [Symbol]
- Railroad ..... [Symbol]
- State Trail ..... [Symbol]
- Interchange ..... [Symbol]
- Highway Separation ..... [Symbol]
- Interstate Highway No. ..... [Symbol]
- U.S. Highway No. ..... [Symbol]
- State Highway No. ..... [Symbol]
- County Highway Letter ..... [Symbol]
- State Boundary ..... [Symbol]
- County Boundary ..... [Symbol]
- Civil Town Boundary ..... [Symbol]
- Section Line ..... [Symbol]
- Dam ..... [Symbol]
- Hospital ..... [Symbol]
- Schools ..... [Symbol]
- Airport ..... [Symbol]
- County Seat ..... [Symbol]
- Unincorporated Village ..... [Symbol]
- Fish Hatchery ..... [Symbol]
- Game Farm ..... [Symbol]
- Public Hunt or Fish Grds. ..... [Symbol]
- Public Camp & Picnic Grds. ..... [Symbol]
- Ranger Station ..... [Symbol]
- State Park ..... [Symbol]

### MILES OF HIGHWAY

as of Dec. 31, 2008

STATE	185
COUNTY	359
LOCAL ROADS	1771
OTHER ROADS	24
TOTAL FOR COUNTY	2,339

Land Area (2000 Census) ..... 529 sq mi  
 Population (2000 Census) ..... 226,778  
 County Seat ..... Green Bay

### BROWN CO.

DEPARTMENT OF TRANSPORTATION  
 STATE OFFICE BUILDING  
 Madison, Wisconsin

SCALE 0 1 2 MILES  
 Corrected for  
 JAN. 2010  
 Base compiled from U.S.G.S. Quadrangles  
 1400,000 Series