



Meeting: Village Board
Meeting Date: 10/10/11
Agenda Item: 6a

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

VILLAGE BOARD MEETING STAFF REPORT

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

REPORT FROM: Geoffrey S. Farr, PE, Director of Engineering

AGENDA ITEM: Review and take action on a State Municipal Agreement (SMA) with the DOT for construction of the STH 29 and CTH FF (Sherwood Street) Interchange.

POLICY ISSUE

Should the Village Board approve the DOT agreement for reconstruction of the interchange?

BACKGROUND INFORMATION

The DOT is currently planning for the addition of a grade separated interchange at STH 29 (a four-lane freeway) and CTH FF (Sherwood Street). 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 with CTH FF. Sherwood Street north of STH 29 would be reconstructed with curb and gutter, sidewalk and storm sewer ending at CTH C (Shawano Avenue) 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.

Construction is planned for late 2013 and 2014. The project is in large part being funded by the DOT currently exceeding \$12,000,000. The village would be responsible for 20% of sidewalk costs, currently estimated at \$13,200. Additional costs not included in this agreement would be an estimated \$700,000 in municipal utility extensions and some street lighting costs.

PRIOR ACTION/REVIEW

Staff has previously informed the public about the interchange plans at informational meetings and Village Board Meetings and via E-notify. Other related intersection improvements will also be constructed further west on STH 29 in the future.

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> |

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 State Municipal Agreement with the DOT for the reconstruction of the STH 29 and CTH 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. SMA
- II. Location Map
- III. Preliminary Plan

COPIES FORWARDED TO:

- I. None

Attachment I

STATE / MUNICIPAL AGREEMENT FOR A HIGHWAY IMPROVEMENT PROJECT

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 at-grade intersection at County FF will be replaced with a diamond interchange and the intersection of Sunlite Drive with STH 29 will be eliminated. Additionally, the location of the Golden Pond Park Court access will be relocated to allow a desirable distance between the access point and the interchange. A cul-de-sac will also be constructed at Catherine Drive to limit access near the interchange.

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:

PHASE	Total Estimated Cost			ESTIMATED COST			
		Federal / State Funds	%	Municipal Hobart	%	Municipal Howard	%
Preliminary Engineering:	1,000,000	1,000,000	100	0	0	0	0
Real Estate Acquisition	TBD		100	0	0	0	0
Construction (Participating) 1:							
Normal Participating *	10,799,000	10,799,000	100	0	0	0	0
Community Sensitive Design**	330,000	330,000	100	0	0	0	0
Roundabout Lighting 2	TBD		100	0	0	0	0
Variable Participation							
New Sidewalk (N. of STH29) 3	66,000	52,800	80	0	0	13,200	20
New Sidewalk (S. of STH29) 3	91,000	72,800	80	18,200	20	0	0
TOTAL COST DISTRIBUTION:	12,286,000	12,254,600		18,200		13,200	

*Construction estimate includes 10% Construction engineering.

** Community Sensitive Design is 3%

1) Construction costs shown are an estimate based on bid prices of similar projects. When more detailed costs are determined the Project Agreement will be revised.

2) All lighting required for safe operation of the roundabouts is 100% funded by Federal/State Funds at the time of installation. The lighting of the roundabouts at the ramp terminals is considered to be part of the State Highway System and therefore will be owned and maintained by the DOT. The lighting at the roundabouts outside of the ramp terminals are considered part of the local road system and therefore will need to be owned and maintained by the local municipality in which it lies.

3) New sidewalk is defined as placed in a location where it has not previously existed. Sidewalk between the ramp terminals will be 100% funded by Federal/State Funds. Sidewalk beyond the ramp terminals is subject to

a local cost policy of 80/20 split. The 80/20 split is for a standard width sidewalk. The local municipality in which the sidewalk (between the ramps and beyond the ramps) lies will be responsible for all future maintenance of the sidewalk. See Section 9 of the terms and conditions for a breakdown of sidewalk costs.

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) Optional: *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:

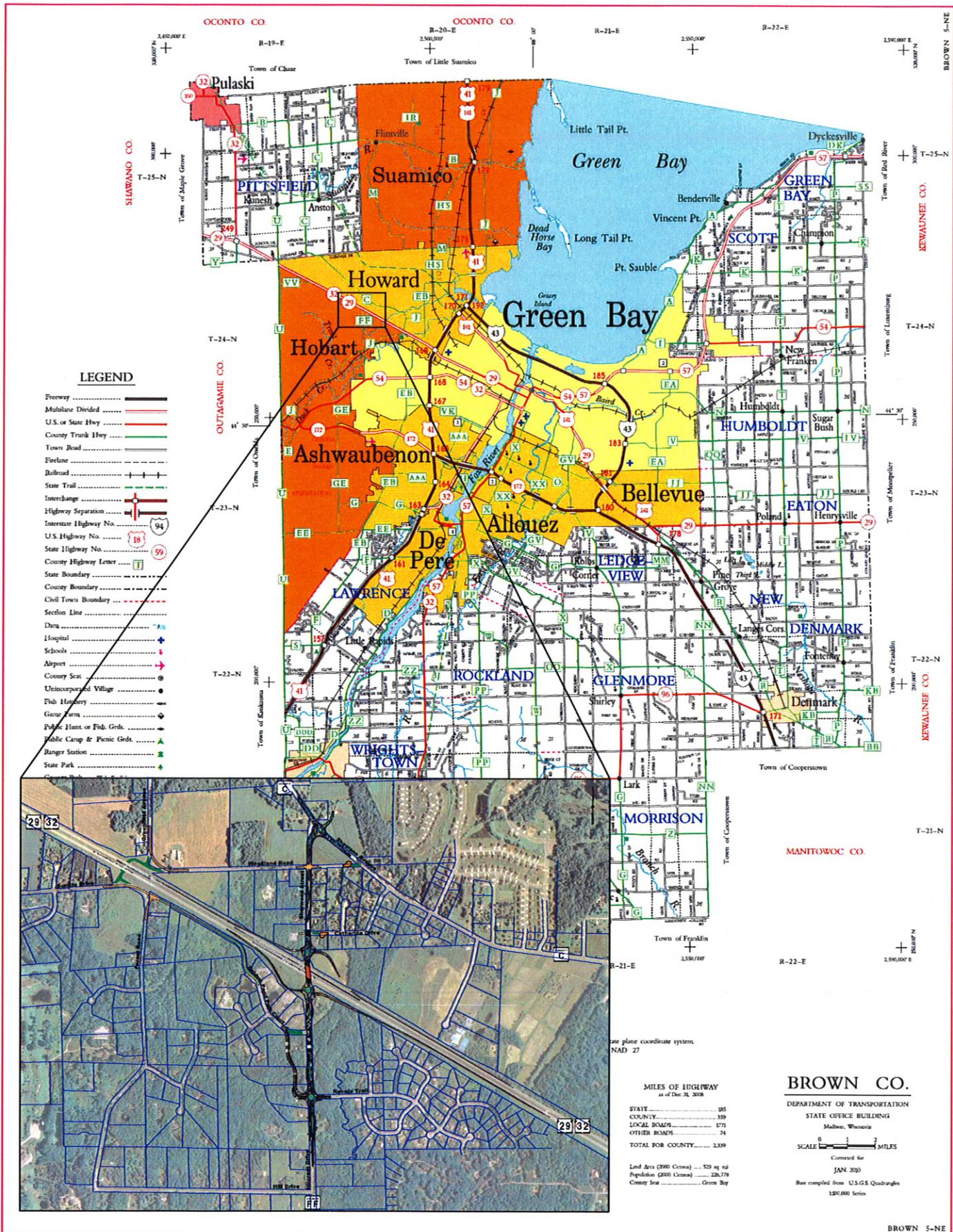
Design:	Costs are 100% DOT funded as per DOT's cost participation policy for non-connecting street projects.
Real Estate:	Actual costs will be based on appraisals. The DOT will fund real estate that it feels is prudent and financially feasible.
Construction:	Construction costs shown are based on similar 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 as they are determined via input from the Municipality during preliminary design.

Village of Howard sidewalk costs are based on 2000 feet of new sidewalk being constructed on both sides of Sherwood Drive.

Village of Hobart sidewalk costs are based on 2000 feet of new sidewalk being constructed on both sides of Hillcrest Drive and 1500 feet of new sidewalk being installed on one side of the Golden Pond Park relocation.

Project Location Map

PROPOSED WIS 29 / 32 WITH COUNTY FF INTERCHANGE



LEGEND

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

MILES OF HIGHWAY
as of Dec. 31, 2008

STATE	185
COUNTY	399
LOCAL ROADS	1771
OTHER ROADS	74
TOTAL FOR COUNTY	2,399

Land Area (2005 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
1:50,000 Series

Attachment
III

