

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

Monday, January 12, 2015 – 7:10 p.m.

(or immediately following previously scheduled meeting)

Lincoln Center – 1519 Water Street

Stevens Point, WI 54481

AGENDA

(A quorum of the City Council may attend this meeting)

CONSIDERATION AND POSSIBLE ACTION ON THE FOLLOWING:

1. Airport Fuel System Upgrades/Improvements.
2. Update on IT goals for 2015, general discussion.
3. To amend the Parking Ordinance on Briggs Street in front of YMCA.
4. To approve Hoover Road Grade Separation State Municipal Agreement.
5. To accept the Director's Report and place it on file.
6. Adjournment.

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, or by mail at 1515 Strong's Avenue, Stevens Point, WI 54481

Copies of ordinances, resolutions, reports, and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Public Works

Engineering Department:
Phone: 715-346-1561
Fax: 715-346-1650

Streets Department:
Phone: 715-346-1537
Fax: 715-346-1687

January 6, 2015

To: Board of Public Works
From: Scott Schatschneider, Director of Public Works
Re: Airport Fuel System Upgrades/Improvements

Director Lemke will be explaining this item to the Board of Public Works.

Thank you.

City of Stevens Point
Departments of Public
Utilities and Transportation
300 Bliss Avenue
Stevens Point, WI 54481-0243



Joel C. Lemke
Director
Phone: 715-345-5260
Fax: 715-345-5369

MEMORANDUM

January 6, 2015

TO: Mayor and Board of Public Works

FROM: Joel Lemke, Director

RE: Request modification to the 2014 capital project for the Airport

Mayor and Board Members:

The 2014 Capital for the Airport was approved for \$52,000 for the purpose of building and grounds updating. The request of the Airport is to use those funds to improve/upgrade the fuel farm system to accommodate our current needs. The scope of the improvements consists of:

- Modifications to Jet-A pumps to allow the off-loading of trucks
- Modifications to the high-level shut off allowing us to receive more fuel per load
- New horizontal filter/separator skid to get the self-service Jet-A pump functional
- Piping and electrical between fuel tanks and self-service skid
- Site work and restoration

The total cost of these improvements will be \$70,870. This is more than the previously approved capital by \$18,870. We are respectfully requesting the ability to apply \$18,870 of Airport fund balance toward this project so it is fully funded.

Respectfully,

A handwritten signature in cursive script that reads "Joel Lemke".

Joel Lemke
Director of Public Utilities and Transportation

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January 6, 2015

To: Board of Public Works
From: Scott Schatschneider, Director of Public Works
Re: City wide IT Goals for 2015

Director Joel Lemke will be presenting his findings up to this point.

Thank you.

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



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January 6th, 2015

To: Board of Public Works

From: Scott Schatschneider, Director of Public Works and Police Chief Kevin Ruder

Re: Modification of Parking Ordinance 9.05(e) 7 changing the eastern boundary of 30-minute parking on Briggs Street and Parking Ordinance 9.05(m)14 Bus Stops on Briggs Street

A request has been made by two separate Alderpersons to modify existing parking ordinances on the north side of Briggs Street between Rogers Street and Division Street.

The requests were generated due to school buses being parked on the north side of Briggs Street (drop off and pickup at the YMCA) and the backend of the buses being within a couple of feet of the Division Street.

Chief Ruder and I spent some time observing this situation and consequently met with the Executive Director of the YMCA, Dave Morgan expressing our concerns. The YMCA understands our safety concerns and understands the modifications that are being proposed.

The bus drop off and pickup area needs to be moved further to the west in order to get separation from the Division Street intersection. By shifting the bus stop area to the west, the 30-minute parking and bus stop ordinance will need to be modified.

The modifications to the respective ordinances have been included.

Thank you,

Handwritten signature of Scott Schatschneider in black ink.

Scott Schatschneider, P.E.
Director of Public Works

Handwritten signature of Kevin Ruder in black ink.

Kevin Ruder
Police Chief

**ORDINANCE AMENDING THE REVISED MUNICIPAL CODE OF THE CITY OF STEVENS
POINT, WISCONSIN**

The Common Council of the City of Stevens Point do ordain as follows:

SECTION I: That subsection 7 of Section 9.05(e) of the Revised Municipal Code, 30 Minute Parking is hereby **amended** to read as follows:

9.05(e) 7. On the north side of Briggs Street from Rogers Street to a point 80 feet west of Division Street, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

SECTION II: That subsection 14 of Section 9.05(m) of the Revised Municipal Code, Bus Stops is hereby **amended** to read as follows:

9.05(m) 14. On the north side of Briggs Street from a point 20 feet west of Division Street to a point 80 feet west of Division Street.

SECTION III: This Ordinance shall take effect upon passage and publication.

APPROVED: _____
Gary Wescott, Mayor

ATTEST: _____
John Moe, City Clerk

Dated: January 12, 2015
Approved: January 19, 2015
Published: January 23, 2015

ROGERS



9.05(g)6 NO PARKING

9.06(a)408

9.05(e)7

30 MINUTE PARKING 8AM TO 5PM MONDAY TO FRIDAY

9.05(m)14 BUS STOP

9.06(a)47

9.05(b)12 NO PARKING 7AM TO 6PM
9.05(g)136 NO PARKING

9.05(b)12 NO PARKING
9.05(g)136 NO

9.05(g)135 NO PARKING
9.05(b)11 NO PARKING 7AM TO 6PM

9.06(a)47

9.05(b)11 NO PARKING 7AM

DIVISION

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City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



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January 6, 2015

To: Board of Public Works
From: Scott Schatschneider, Director of Public Works
Re: Hoover Road Grade Separation: State Municipal Agreement

When municipalities partner with WisDOT on projects, the standard contract document by WisDOT to create the contractual partnership is a State Municipal Agreement (SMA). The SMA gives an over view of the project, breaks out respective cost sharing amounts and clearly defines roles and responsibilities during and after the project. A copy of the SMA for the Hoover Grade Separation has been provided for your review and approval.

This SMA is similar in nature to the SMA we have for the North Reserve Street project and from other previous projects. The first item I want to draw your attention to is on the first page of the SMA, **1st REVISION**; due to the project being a couple of years into the future, certain costs may fluctuate and as a result, overall cost estimates may change and more than likely we will see future revisions. For example, the North Reserve Street project, WisDOT had three revisions from the original SMA. Neither one of the revisions were very significant, but this is how WisDOT proceeds on projects.

The second item to review is **SUMMARY OF COSTS** on Page 3 which organizes different aspects of the project and gives respective costs. The costs currently listed are in line with estimates we have been using from the beginning, so there are no surprises with anticipated costs.

If there are any questions or concerns, please feel free to contact me.

Thank you.

STP-Urban (206) Standard SMA

 <p style="text-align: center;">1st REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP -URBAN PROJECT</p> <p><i>This agreement supersedes the agreement signed by the Municipality on 06/01/2009 and signed by DOT on 06/12/2009.</i></p> <p>Program Name: STP URBAN</p> <p>Population Group: 20,000-50,000 Sub-program #: 206</p> <p>6998-11-00 ONLY Earmark Demo ID: WI167 Earmark Appropriations Code: 56AO</p>	<p>Revised Date: December 19, 2014</p> <p>Date: May 29, 2009</p> <p>I.D.: 6998-11-00 Prelim. Design; 6998-11-01 Final Design; 6998-11- 70 Const.; 6998-11- 71 Const.</p> <p>Road Name: Hoover Road/ Country Club Drive</p> <p>Limits: Industrial Park Road To Carols Lane</p> <p>County: PORTAGE</p> <p>Roadway Length: 0.41 Mile</p> <p>Functional Classification: Minor Arterial</p> <p>Project Sponsor: City of Stevens Point</p>
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The signatory, **City of Stevens Point**, 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 Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. 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 - Describe and give reason for request: County Club Drive / Hoover Road is a four lane divided urban minor arterial south of the Canadian National Railroad (CN) and a 2 lane roadway north of the crossing. The roadway was last improved in 2005 and carries a traffic volume of 5,640 vehicles per day with 3.6 % trucks. This crossing, No. 692535H, carries 35 trains a day that varies in length from 40 to 120 cars and causes delays of up to 20 minutes with some delays approaching 45 minutes. The exposure factor is 200,000 based on current ADT and number of trains. This roadway is used as a main north- south route on the east side of the city. It is anticipated that the development of the south and southeast areas of the city will increase the traffic volumes in the future. The project will reduce traffic congestion and improve operational efficiency, safety and will provide additional connectivity for pedestrian and bicycle traffic in the area.

Proposed Improvement - Nature of work: The proposed new bridge project will consist of a single span grade separation structure on a slight relocation to the east of the existing facility that would carry Country Club Drive/Hoover Road traffic over the CN Railroad. Improvements along Country Club Drive/Hoover Road begin approximately 0.2 miles south of the railroad near the intersection of Hoover Road and Industrial Park Road and continue to approximately .25 mile north of the railroad, near the intersection of Country Club Drive and Carol's Lane. Also proposed is the Industrial Park Road improvement. The single span structure and Mechanical Stabilized Earth, (MSE) walls will be constructed under the Project 6998-11-71 that is federally funded. The approaches to the structure will be constructed under the project ID 6998-11-70 which is 100% locally funded. The roadway work will consist of an urban and rural cross-section that is divided and undivided to match the existing roadway. There will be extensive grading along the project. Additional work will consist of asphaltic pavement, storm sewer, street lighting and bicycle and pedestrian accommodations will be provided.

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Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Construction of the approaches for the roadway, real estate and utility.

The Municipality agrees to the following 2013-2018 STP Urban project funding conditions:

Project ID 6998-11-00; Preliminary design phase costs are funded with 100% federal/earmark funding, up to a maximum of \$475,000 when the municipality agrees to provide the remaining balance and any funds in excess of the \$475,000 federal funding maximum in accordance with the STP Urban program guidelines.

Project ID 6998-11-01; Final design phase costs will be 100% locally funded.

Project ID 6998-11-70; Construction phase costs for the approaches will be 100% locally funded.

Project ID 6998-11-71; New bridge construction costs are funded with 80% federal funding up to a maximum of \$2,728,000 when the municipality agrees to provide the remaining 20% and any funds in excess of the \$2,728,000 federal funding maximum, in accordance with the STP Urban program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2017. **In accordance with the State's sunset policy for STP Urban projects, the subject 2013-2018 STP Urban Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

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PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 6998-11-00*					
Preliminary Design only	\$386,250	\$386,250	100%	\$0	0%
State Review	\$88,750	\$88,750	100%	\$0	0%
SUBTOTAL	\$475,000	\$475,000	MAX	\$0	Bal
ID 6998-11-01**					
Final Design	\$696,550	\$0	0%	\$696,550	100%
State Review	\$99,510	\$0	0%	\$99,510	100%
SUBTOTAL	\$796,060	\$0		\$796,060	
ID 6998-11-70*** Approaches					
Participating Construction			0%		100%
Non-Participating Construction	\$6,112,800	\$0	0%	\$6,112,800	100%
State Review	\$427,900	\$0	0%	\$427,900	100%
SUBTOTAL	\$6,540,700	\$0		\$6,540,700	
ID 6998-11-71**** Structures					
Participating Construction	\$3,186,910	\$2,549,528	80%	\$637,382	20%
Non-Participating Construction			0%		100%
State Review	\$223,090	\$178,472	80%	\$44,618	20%
SUBTOTAL	\$3,410,000	\$2,728,000	80% max	\$682,000	20% Bal
Total Est. Cost Distribution	\$11,221,760	\$3,203,000	N/A	\$8,018,760	N/A

* Federal fund available for this project includes \$475,000 in Demo W167 funding expended at 100 percent, under Section 125, Division I of the Omnibus Appropriations Act, 2009 for "Surface Transportation Priorities" identified in the Joint Explanatory Statement to Accompany the Omnibus Appropriations Act. The Municipality will be responsible for all costs in excess of this amount.

** Final design is 100 % locally funded.

*** Construction of the approaches for this project is 100% locally funded.

**** Federal funds for the structures are capped \$2,728,000

This request is subject to the terms and conditions that follow (pages 4-8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Stevens Point** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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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.
3. The Municipality, 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 the 23 U.S.C. 139 and 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. 16.765. The municipality 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 Municipality 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 Municipality 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. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved **2013-2018 STP Urban** program. Federal funding will be limited to participation in the costs of the following items, as applicable to the projects, **6998-11-00** and **6998-11-71**.
 - a. The substructure, superstructure, grading, base, pavement, and other related bridge items.
 - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - c. Signing and pavement marking as part of the structure.
 - d. New installations or alteration of street lighting and traffic signals or devices.
 - e. Landscaping.
 - f. Preliminary Engineering.

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- g. Management Consultant and State Review Services.
 - h. Other eligible rail items: To be determined when WisDOT drafts the 3 party railroad stipulation.
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 STP URBAN improvement projects to be financed entirely by the Municipality or other utility or facility owner includes the items listed below, as applicable to the projects, **6998-11-01** and **6998-11-70**.
 - a. Final Design.
 - b. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. 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
 - f. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - g. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - h. Conditioning, if required and maintenance of detour routes.
 - i. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - j. All work related to underground storage tanks and contaminated soils.
 - k. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - l. Other 100% municipally funded items.
 - m. Real estate for the improvement.
 - n. Signing and pavement marking.
 - o. Management Consultant and State Review Services.
 - p. Construction engineering incident to inspection and supervision of actual construction work.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction

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project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality 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 Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality 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.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for STP URBAN projects, the subject 2013-2018 STP URBAN improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - i. 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, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - ii. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - iii. 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.
 - iv. 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 project.
 - v. Provide complete plans, specifications, and estimates.
 - vi. Provide relocation orders and real estate plats.
 - vii. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - viii. Provide maintenance and energy for lighting.

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- ix. 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.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement 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 agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT 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 Municipality 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 Municipality or by others, will be in conformity with such "Manual of 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.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality'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 Municipality and its sureties; 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 Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only 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.
20. 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 enforcement rights.

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21. 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.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 STP Urban project funding conditions:

- a. **ID 6998-11-00:** Preliminary design phase costs are funded with 100% federal/earmark funding, up to a maximum of **\$475,000** when the municipality agrees to provide the remaining balance and any funds in excess of the **\$475,000** federal funding maximum in accordance with the STP Urban program guidelines. The work will include a feasibility study for the analysis of the cost and benefit for safety on the proposed grade separation project. Preliminary Design will also determine railroad issues and concerns, utility conflicts, environmental issues as well as historical and right of way impacts. The Preliminary design would go as far as the Design Study Report. This phase would include Management Consultant Review, and State Review. This federal share was allocated up to the amount of \$475,000, under section 125, division I of the Omnibus Appropriations Act, 2009 for "surface transportation priorities" identified in the Joint Explanatory Statement to Accompany the Omnibus Appropriations Act. These funds are to remain available until expended and are not subject to obligation limits, with the obligation authority available until expended.
- b. **ID 6998-11-01:** Final Design is funded 100% by the municipality. This phase includes Final Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be 100% by the Municipality.
- c. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
- d. Railroad items funded will be determined when WisDOT drafts the 3 party railroad stipulation.
- e. Utility items are funded 100% by the Municipality.
- f. **ID 6998-11-70:** Construction:
 - i. All Costs for construction of the approaches is funded 100% by the municipality.
 - ii. Non participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. State Review costs will be funded 100% by the Municipality
- g. **ID 6998-11-71:** Construction:
 - i. Costs for constructing the structure over the railroad and the retaining walls at each abutment are funded with 80% federal funding up to a maximum of **\$ 2,728,000** when the municipality agrees to provide the remaining 20% and any funds in excess of the **\$2,728,000** federal funding maximum.
 - ii. Non participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the municipality.

[End of Document]

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Public Works

Engineering Department:
Phone: 715-346-1561
Fax: 715-346-1650

Streets Department:
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January 6, 2015

DIRECTOR OF PUBLIC WORKS REPORT
Scott Schatschneider

1. Engineering Division

• **Franklin Street and Division Street Intersection**

On Monday, December 15th Chief Ruder and I met with UWSP regarding concerns over this intersection and other minor intersections on campus. A take away from the meeting was to find something that either police or engineering could do to make this intersection safer. After observing the intersection, police and engineering agreed to reduce unnecessary visual distractions adjacent to the intersection. This would include removing unused advanced warning lights and signs north and south of the fire station. Removal of speed indicator signs for northbound and southbound traffic and a pole that feeds power to the speed indicator sign at the northwest quadrant of the intersection. Wisconsin Public Service has agreed to install an additional LED street light at the southwest quadrant of the intersection and have this light shine directly onto the southern east-west crosswalk and change the lighting on two other adjacent poles from standard HPS lighting to LED lighting. One additional item that will need to be addressed in the future is the LED reader board in front of the fire station. Photos have been attached at the back of the Director's Report

• **North Reserve Street / I39 Overpass Reconstruction:**

Work will resume in mid-March depending on the weather.

- **Seawall Schedule Checklist**

<u>AGENCY</u>	<u>TASK</u>	<u>APPROXIMATE DATES</u>
<input checked="" type="checkbox"/> City/NewPage	City accepts/allocates Construction money and Bidding/awarding of contracts in conjunction with NewPage.	Began Construction: August 5 th Construction Complete: October 11 th
<input checked="" type="checkbox"/> NewPage/ AECOM/EDC	Submission of Construction Report (39 pages) and "As-Built Drawings" to FERC for Federal Licensing.	Thursday, October 31 st (up to 60 days for review and approval)
<input checked="" type="checkbox"/> FERC	Approval of construction report and as-built drawings.	Approval January 10 th
<input checked="" type="checkbox"/> AECOM	Preparation and submission of LOMR.	Submission is anticipated no later than mid-March.
<input checked="" type="checkbox"/> FEMA	Conditionally approved LOMR	July, 2014
<input checked="" type="checkbox"/> FIRM mapping team	Applying the changes proposed in the LOMR application to the official FEMA maps.	December, 2014
<input checked="" type="checkbox"/> FEMA	FEMA issues approved LOMR	January, 2015
<input checked="" type="checkbox"/> City of Stevens Point	First Class II Notice along with a 90 day public comment period.	January 9 th and 16 th April 16 th is the deadline for public comments.
<input type="checkbox"/> City of Stevens Point	Second Class II Notice regarding the City's Ordinance change/ adoption policy pertaining floodplain mapping changes.	
<input type="checkbox"/> WisDNR	Writes an approval letter to FEMA indicating the City has followed protocol pertaining to ordinance change and adoption policy.	
<input type="checkbox"/> FEMA	FEMA approves the ordinance.	

Overall Seawall Update:

FEMA issued an approved LOMR on December 29th, 2014.

- **Hoover Road/Country Club Drive Grade Separation:**
 - WisDOT has completed their review of the Environmental Report (ER) for and submitted it to FHWA on 11/4/2014.
 - FHWA will review the ER after the Holidays.
 - We received questions on the initial RR coordination package from WisDOT's Bureau of Rails and Harbors (BRH) on 10/23/2014.
 - We provided responses to the BRH questions on 10/28/2014. There has been no correspondence with the RR since then.
 - Once we receive the approved ER from FHWA and initial feedback from the RR (hopefully in January 2015) we will be able to proceed with the design.
 - We will be scheduling Nummelin to perform soil borings in either December or January so we have the necessary information to complete the 60% design this spring.
 - Developed projected traffic volumes with input from Michael Ostrowski, for the Industrial Park Road & Hoover Road ICE.
 - Worked on Re-routing traffic based on the proposed configuration with Joerns cul-de sac'ed.
 - Worked on the crash analysis for the Industrial Park Road & Hoover Road ICE.
 - We will submit the final ICE for Industrial Park Road & Hoover Road on January 15th as it will be developed in conjunction with the Coye Drive & Hoover Road ICE.
- **ICE Analysis for the Coye Drive Intersection:**
 - We will submit the final ICE for Coye Drive & Hoover Road (including the option for extending Heffron) on January 15th.
- **Business 51 Project:**

Nothing to report at this time.
- **Additional Ongoing Director\City Engineer\City Surveyor Projects:**
 - **Next Month:** An update/report regarding the findings of the ICE for the Industrial Park Road/Hoover Road intersection and the Coye Drive/Hoover Road Intersection.
 - **Next Month:** WisDOT will present preliminary design alternatives for the IH39 / Stanely Street Interchange. The interchange is tentatively scheduled for replacement in 2018-2019.
 - **Next Month:** Brilowski Road/CTHR Corridor Traffic Impact Analysis (TIA) RFP will be presented to inform the Board of Public Works and Council what benefits will be gained from the RFP.
 - Begin reviewing traffic signal warrant criteria to determine if traffic signals are needed at the intersection of Church Street and CenterPoint Drive. This intersection was signalized when the mall was originally built and traffic from USH 10 was present.
 - A meeting has been tentatively scheduled with the new Skyward Campus site designer to look at the possibility of including a multi-use path between their proposed building and the roadway in order to connect to the other pedestrian facilities that currently exist in the Portage County Business Park.



Picture #1 – Looking Northbound



Picture #2 – Looking Northbound



Picture #3 – Looking Northbound



Picture #4 – Looking Eastbound



Picture #5 – Looking Southbound



Picture #6 – Looking Northwest