

**RESOLUTION 2022-51
(07-19-22)**

**RESOLUTION BY THE PUBLIC WORKS & CAPITAL IMPROVEMENTS AND
STORMWATER & WASTEWATER COMMITTEE AUTHORIZING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF
STURTEVANT AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION
REGARDING THE REQUIRED ACCESS TO 84TH STREET BETWEEN WIS 11
AND CORLISS AVENUE FOR THE COURTYARD AT COBBLESTONE PARK
DEVELOPMENT LOCATED IN THE NORTHWEST QUADRANT OF THE
WIS 11 & 84TH STREET INTERSECTION IN THE VILLAGE OF STURTEVANT**

WHEREAS, such increased demands require an extraordinarily high level of synchronization and cooperation by the Village, and the Wisconsin Department of Transportation (“DOT”), in order to complete the projects in a timely manner;

WHEREAS, the Village and DOT intend to enter into an agreement, which includes, but is not limited to, the following terms:


1. The Village will require the preparation and submittal of permit plans for the Improvements for the Courtyard at Cobblestone Park development as described in the State letter dated June 28, 2022 (depicted on Exhibit B attached hereto and incorporated herein by this reference) prior to approval of the construction of any structure within the Courtyard at Cobblestone Park development,
2. The Village will require the construction of the Improvements depicted on attached Exhibit B be completed prior to the occupancy of any structure within the development;
3. The Village will require the preparation and submittal of a Traffic Impact Analysis (TIA) in accordance with State Guidelines if additional development or a change in traffic patterns on area roadways is proposed that would increase the trips to 84th Street;
4. DOT will provide completed design of the WIS 11 / 84th Street Intersection, including permanent traffic signals and emergency vehicle preemption;
5. Upon the request of the Village, DOT will provide advice, supervision, and engineering work to the Village for the WIS 11 / 84th Street Intersection and Willow Road South at DOT cost;
- 6.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. Racine County will remit a check in the full amount of \$1,500,000.00, as financial assistance to the Village of Sturtevant, subject to the following conditions:
 - A. Racine County and the Village of Sturtevant agree that the committed funds will be used exclusively toward the construction of the WIS 11 / 84th Street Intersection;
 - B. The Village shall provide a verified written report to the Racine County Executive, no later than December 31, 2019, confirming that the subject funds have been expended for the construction of the WIS 11 / 84th Street Intersection;
 - C. If the Village fails to provide written notice as set forth above, or otherwise fails to expend the funds as set forth herein, Racine County may require the return of the balance of funds remaining and not so expended and such funds may be deemed forfeited by the Village;
 - D. The Village shall not assign any part of this agreement without the express written consent of Racine County;
 - E. The Village agrees not to discriminate on the basis of age, race, ethnicity, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record of conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment; and
 - F. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless Racine County, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the commitment of funds. The Village shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorney's fees. The Village indemnification shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of Racine County.
 - G. That the execution of a Memorandum of Understanding between the Village of Sturtevant and Racine County as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
 - H. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County,
Wisconsin, this 19th day of July 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

Memorandum of Understanding
between
THE VILLAGE OF STURTEVANT
and
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This memorandum summarizes the agreement between the VILLAGE OF STURTEVANT (Village) and the WISCONSIN DEPARTMENT OF TRANSPORTATION (State) for revision to the previously State required access restrictions to 84th Street between WIS 11 and Corliss Avenue for the Courtyard at Cobblestone Park development (WisDOT Log #438) located in the northwest quadrant of the WIS 11 & 84th Street intersection in the Village of Sturtevant.

GENERAL

- Nothing in this memorandum of understanding (MOU) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin or the Village of Sturtevant.
- This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the Village and State.
- This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
- This MOU may be signed in counterparts.
- The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in a median opening or any other feature within State's highway.
- Nothing in this MOU referencing costs that could be or will be incurred by the Village is intended to limit the Village's ability to pass those costs on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.
- This MOU assumes that the entirety of the proposed Courtyard at Cobblestone Park development (depicted on Exhibit A attached hereto and incorporated herein by this reference) are constructed with the uses as shown in the Traffic Impact Analysis dated May 12, 2022. Any change in use of the properties set forth on Exhibit A that increases the anticipated traffic volumes from the development will require review by the State. The State reserves the right to impose additional conditions and/or require additional improvements (including closure of the median opening at the Courtyard at Cobblestone Park development access) if the proposed use(s) to be changed increase the traffic volumes from any parcel within the development limits.
- This MOU assumes that no additional development will be constructed and/or that there will be no changes in traffic patterns within the Village of Sturtevant that will increase the traffic volumes on 84th Street north of WIS 11. The State reserves the right to impose additional conditions and/or require additional improvements (including closure of the median opening at the Courtyard at Cobblestone Park development

access) if the additional development or traffic pattern changes increase the traffic volumes on 84th Street.

- The Village and the State participated fully in the drafting of each and every part of this MOU. This MOU shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.

VILLAGE AGREES AS FOLLOWS:

1. Require the preparation and submittal of permit plans for the Improvements for the Courtyard at Cobblestone Park development as described in the State letter dated June 28, 2022 (depicted on Exhibit B attached hereto and incorporated herein by this reference) prior to approval of the construction of any structure within the Courtyard at Cobblestone Park development.
2. Require the construction of the Improvements depicted on attached Exhibit B be completed prior to the occupancy of any structure within the development.
3. Require the preparation and submittal of a Traffic Impact Analysis (TIA) in accordance with State Guidelines if additional development or a change in traffic patterns on area roadways is proposed that would increase the trips to 84th Street

STATE AGREES AS FOLLOWS:

1. Review any required land divisions and approve those meeting the requirements of State Statutes.
2. Review permit plans submitted for the construction of the Improvements listed in the State letter dated June 28, 2022 (attached Exhibit B) and approve those plans only if they fully conform to the State's Facilities Development Manual (FDM) and otherwise meet the State's requirements.
3. Review any future updated TIA(s) or other traffic analysis for the WIS 11 & 84th Street intersection and accept those that are technically correct per the State's TIA Guideline Manual.
4. In addition to and separate from the Village's obligations listed above, the State reserves the right to further modify the 84th Street connections to WIS 11 including the prohibition of certain intersection movements or closure of median openings nearby, at the State's cost, to satisfy the required design standards on any future road construction project.

AUTHORIZATION TO EXECUTE THIS AGREEMENT

1. Tony Barth, Planning Chief of the Southeast Region of the Wisconsin Department of Transportation, by executing this Memorandum of Understanding, hereby avers that he is duly authorized to sign this Memorandum of Understanding on behalf of the Wisconsin Department of Transportation and to bind the Wisconsin Department of Transportation to all of the Wisconsin Department of Transportation's obligations and agreements set forth herein.
2. Mike Rosenbaum, Village Board President, Village of Sturtevant, Racine County, Wisconsin, by executing this Memorandum of Understanding hereby avers that he is

duly authorized to sign this Memorandum of Understanding on behalf of the Village of Sturtevant, and to bind the Village of Sturtevant to all of the Village of Sturtevant's obligations and agreements set forth herein.

Village of Sturtevant

By: 
Title: President - Village of Sturtevant
Date: 7-19-22

Wisconsin Department of Transportation

By: _____
Title: _____
Date: _____

WisDOT Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5662
Email: waukesha.dtd@dot.wi.gov



June 30, 2022

AMANDA GAIN, ADMINISTRATOR
VILLAGE OF STURTEVANT
2801 89TH STREET
STURTEVANT WI 53177

Subject: Log #438 – Development Submittal
Courtyard at Cobblestone Park Development
WIS 11 (Durand Avenue) & 84th Street/Willow Road (South)
Racine County

Dear Ms. Gain:

The traffic impact analysis (TIA) performed by Traffic Analysis and Design, Inc. (TADI) covering the Courtyard at Cobblestone Park Development in the Village of Sturtevant has allowed the Department to understand the impacts of the subject development and identify the necessary improvements. The Department requests that the improvements listed in the attached be constructed as a result of the subject development.

The development can now proceed to the Department's Permit Process. The permit plans will require design preparation (please see attached plan requirements). **All permits will be issued to the maintaining authority and the design consultant will need to forward permit plans for review and submittal. The median design along 84th Street shall be subject to Department approval as a condition of the Department's Work in Highway Right-of-Way permit for the traffic signal and median modifications.**

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-6707. Please direct any questions regarding the Trans 233 process to Jorge Salazar at (262) 548-5695. Kevin Koehnke, Permit Coordinator (262) 548-5891, will process any necessary permits. Also, please reference the identification log number (#438) when forwarding all correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Art Baumann".

Art Baumann, P.E.
Traffic Operations Engineer

Enclosures

Cc: Tony Barth / Brian Roper / Robert Elkin / Don Berghammer, DOT
Karen Martens / Rebecca Klein / Cindy Vande Leest, DOT
Susan Voight / Kevin Koehnke / Jorge Salazar, DOT
Dave Brantner / Erika Shepard / Dan Malicki, DOT
Jack Feiner, Village of Sturtevant
Michael May, TADi

Project: Log #438 – Courtyard at Cobblestone Park Development
WIS 11 (Durand Avenue) & 84th Street/Willow Road (South), Racine County
Review Unit: Traffic Operations
Reviewer: Art Baumann / Dan Ashenfelter – SE Region
Date: June 30, 2022

Improvement Measures

General Notes

Design

- 1) Contact the WisDOT permit coordinator (Kevin Koehnke at 262-548-5891) prior to plan submittal to identify if any permit plans will be required and to obtain any supplemental design guidelines. Incomplete submittals will be returned without review.
- 2) The design for the improvements along all WisDOT roadways and at all WisDOT intersections shall be prepared in accordance with the FDM requirements for design and plan preparation. The design shall accommodate the appropriate design and check vehicles per the FDM. All lanes are to be a minimum of 12 feet in width, unless otherwise specified (final width to be determined during design). All left-turn lanes *should* be opposing. All necessary drainage, utility, signage and pavement marking improvements shall be provided. The signing plan shall include sign details and signs that require moving.
- 3) For questions regarding signing or pavement marking, please contact Karen Martens at karen.martens@dot.wi.gov or (262) 548-6892.
- 4) For questions regarding work zone traffic control plans please contact Rebecca Klein at rebecca.klein@dot.wi.gov or the permit coordinator.

Multimodal Accommodations

- 1) Bike and pedestrian accommodations shall be provided in accordance with the FDM and ADA requirements as listed below. Please contact Erika Shepard, WisDOT Pedestrian/Bicycle Facilities Coordinator, at (262) 548-8708 or Erika.Shepard@dot.wi.gov with questions regarding pedestrian/bicycle accommodations.
- 2) Any sidewalks and curb ramps impacted by road improvements shall be restored. Improvements that meet the Americans with Disabilities Act (ADA) definition of an "alteration" will require curb ramp improvements. This includes sidewalks at intersections and those adjacent to roadways.
- 3) All impacted multimodal accommodations (bike, pedestrian, transit, etc.) shall be restored with the reconstruction of any intersection radii.

Right of Way

- 1) A party other than the WisDOT shall acquire any required right-of-way for the permit plans.

Utilities

- 1) Utility coordination is the responsibility of the municipality/developer (or their consultant representative) constructing the work.
- 2) Utility relocations that occur as a result of this work may not be covered under Wisconsin Administrative Rule TRANS 220. The municipality/developer (or their consultant representative) requesting the work shall be responsible for all costs associated with the needed relocation of any utility facility as a result of the work.

Access

- 1) There shall be no direct access to WIS 11 (Durand Avenue).
- 2) One access to 84th Street will be allowed approximately 210 feet north of the southbound lanes' stop bar at the WIS 11 & 84th Street intersection.
- 3) **The municipality/developer (or their consultant representative) shall be responsible for notifying any offsite property or business owners whose access or operations will be impacted as a result of the proposed development. The municipality/developer shall provide the Department with written documentation verifying that all impacted property or business owners have been contacted prior to permit submittal.**

2023 Build Improvements

The following improvements shall be designed, constructed and paid for by the Village of Sturtevant/Developer prior to the opening of the development. See enclosed concept design for further information.

WIS 11 (Durand Avenue) & 84th Street/Willow Road (South)

- 1) The north approach shall maintain three southbound lanes (one slotted, exclusive left-turn lane, one through lane and one exclusive right-turn lane). The southbound left-turn lane shall have a minimum storage length of 75 feet plus a 6:1 taper. The southbound right-turn lane shall have a minimum marked storage length of 75 feet.
- 2) Traffic signal loops on the north approach shall be placed south of the Proposed Driveway access on 84th Street.
- 3) No other improvements are required at this intersection.

84th Street & Proposed Driveway

The movements allowed and the design of this intersection are subject to the terms of the Memorandum of Understanding (MOU) between WisDOT and the Village of Sturtevant.

- 1) Construct a west approach and install stop control. The west approach shall have a single shared left-turn/right-turn eastbound lane.
- 2) The north approach shall provide one southbound lane (one shared through/right-turn lane).
- 3) The south approach shall have two northbound lanes (one exclusive left-turn lane and one through lane). The northbound left-turn lane shall have a minimum storage length of 50 feet with a 6:1 taper.

