



OFFICIAL NOTICE AND AGENDA - REVISED

of a meeting of a City Board, Commission, Department Committee, Agency, Corporation, Quasi-Municipal Corporation or Sub-unit thereof.

Notice is hereby given that the CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:	CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE OF THE CITY OF WAUSAU COMMON COUNCIL* (There is no separate business agenda for the Common Council as a majority of the Council is likely to be present for information gathering purposes.) PLEASE SEE THE NOTICE BELOW
Date/Time:	Thursday, January 12, 2023 at 5:15 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS
Members:	Lou Larson (C), Doug Diny, Gary Gisselman, Chad Henke, Lisa Rasmussen

AGENDA ITEMS FOR CONSIDERATION

1. Presentation and discussion on engineering site evaluation options at 1100 West Street, 710 South 10th Avenue and 712 South 10th Avenue (Iron Works property) for a new DPW Fleet Maintenance Facility.
2. Discussion and possible action on site selection for a new DPW Fleet Maintenance Facility at 1100 West Street, 710 South 10th Avenue and 712 South 10th Avenue (Iron Works property).
3. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
 - A. Approval of minutes of the December 8, 2022 meeting.
 - B. Action on preliminary resolution to set a public hearing to vacate right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau.
 - C. Action on preliminary resolution to set a public hearing to vacate a portion of the alley abutting 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue.
 - D. Action on easement with Kolbe & Kolbe Properties, Inc., at 1111 McCleary Street.
4. Discussion and possible action authorizing the sale of 1515 Curling Way.
5. Discussion and possible action on the first revision to the State/Municipal Agreement for North 18th Street from STH 52 to Sell Street.
6. Discussion and possible action on the State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue.
7. Discussion and possible action on the State/Municipal Agreement for West Wausau Avenue from Stevens Drive to North 10th Avenue.
8. Discussion and possible action on the renaming of the east/west segment of South 18th Avenue between South 17th Avenue and South 18th Avenue.
9. Presentation by DPW staff on snow plowing operations.

Adjournment

LOU LARSON - Committee Chair

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail lori.wunsch@ci.wausau.wi.us with "CISM public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, if agendaized, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 01/11/23 @ 4:05 p.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

***Notice is hereby given that a majority of the Common Council is likely to be present at the meeting of the CISM Committee scheduled for January 11, 2023 at 5:15pm to gather information about the noticed agenda items above, subjects over which they have decision-making responsibility. This constitutes a meeting of the common council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N.W.2d 408 (1993), and must be noticed as such, although the Common Council will not take any formal action at this meeting.**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Distribution List: City Website, Media, Committee Members, Mayor, Council Members, Assessor, Attorney, City Clerk, Community Development, Engineering, Finance, Inspections, Park Dept., Planning, Public Works, County Planning, Police Department, Wausau School District, Becher Hoppe Associates, REI, Judy Bayba, Scholfield Group, Clark Dietz, Inc., Brown and Caldwell.



CITY OF WAUSAU

Department of Public Works

Iron Works Site Evaluation Study

January 2022



TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY	2
SECTION 2 – OPTIMAL SPACE NEEDS	4
SECTION 3 – SITE SELECTION STUDY	10
SECTION 4 – IRON WOKRS SITE EVALUATION	18
APPENDIX	40

SECTION 1

EXECUTIVE SUMMARY

BACKGROUND

A *Facility Assessment and Space Needs study* was developed by Barrientos Design in August 2018. It assessed The City of Wausau's current facilities and made recommendations on optimal space needs, associated cost estimates, and it proposed conceptual layouts of the facility. In June 2020, Barrientos Design provided a *Phased Conceptual Design Package* analyzing a three-phase buildout plan for proposed facilities on the current Myron Street site with cost estimates for the first two phases.

These studies showed the current Myron Street site would be very congested with an updated facility. It also noted that new buildings on site would be constructed in the floodplain and DPW Emergency services would be inhibited in the case of a major flood event.

In April 2021 a *Fleet Management Study Report* was conducted by Mercury for The City of Wausau. Among the recommendations of the report, was a direction that found the operations of Wausau's Motor Pool Division and Department of Public Works would be more efficient if separated between two respective facility buildings.

Given the evident drawbacks and constraints of the current site, the City engaged Barrientos to study new facility relocation. The *Alternate Site Concept Study* dated January 2022, developed various options for staying at Myron Street, splitting the facility between two locations, and various options for relocating the facility.

The *Alternate Site Concept Study* included an option for remaining at the current DPW Myron Street location by acquiring four parcels and infilling the site to mitigate floodplain effects. Siting the need to acquire adjacent residential parcels, this option was disliked by the counsel.

Another option was explored to split the facility between two sites: the Motor Pool Division (which houses the repair garage) and the DPW Operations Division. This scheme was initially developed between the current Myron Street site and the City-owned parcel at Cleveland Avenue. This option was disregarded by counsel siting environmental justice concerns and the City's plans for better suited development at Cleveland Avenue.

The third direction was identifying sites within the city boundary to relocate all DPW facilities. The optimal site plan called for a site that is

nearly 19 acres, located central to the city service area, with proper site conditions – which were listed in a Site Selection Criteria Matrix. There were nine other possible sites identified, and site criteria narrowed the options down to six selected sites. Of those identified, the best sites suited for the DPW are West Street (the current County HWY Department), Westwood Drive, and County Road Z.

Drawbacks on West Street include coordinating with the possible County HWY Facility relocation, Marathon County alternative use plans for the site, and various site constraints. The Westwood Drive site is a greenfield site that the owner anticipates other uses for. Among these three options the County Road Z site is the furthest from service areas and connected by Franklin Street which has a steep incline.

STUDY SCOPE

This study builds upon the *Alternate Site Evaluation Study* dated January of 2022. In evaluating various sites, the West St. site was identified as a fitting candidate site for its proximity to service areas, zoning fit, and possible reuse of certain structures. The intention of this analysis is to evaluate the site further, focusing on the privately owned Iron Works parcels.

The Iron Works site and sites adjacent are evaluated for their potential to house the Motor Pool division and potentially phase-in more of the DPW operations in the future.

This study evaluates the Iron Works site for a potential split shop between the Department of Public Works at 400 Myron Street and the Iron Works site. The Iron Works site is evaluated for its useful fit as the Motor Pool Division shop.

Barrientos' team toured the site with DPW staff to evaluate existing structure conditions. Each building is identified for its condition and possible re-use with DPW operations. A base plan indicates the seven structures on site and major features of the site.

An initial plan was developed to demolish all structures on site and replace it with the optimal plan for motor pool operations. Other site plans are developed with various levels of reuse and demolition. The scope of each option is summarized with selective demolition and new construction square footages. A cost estimate for selective demolition and new construction is developed for each option.

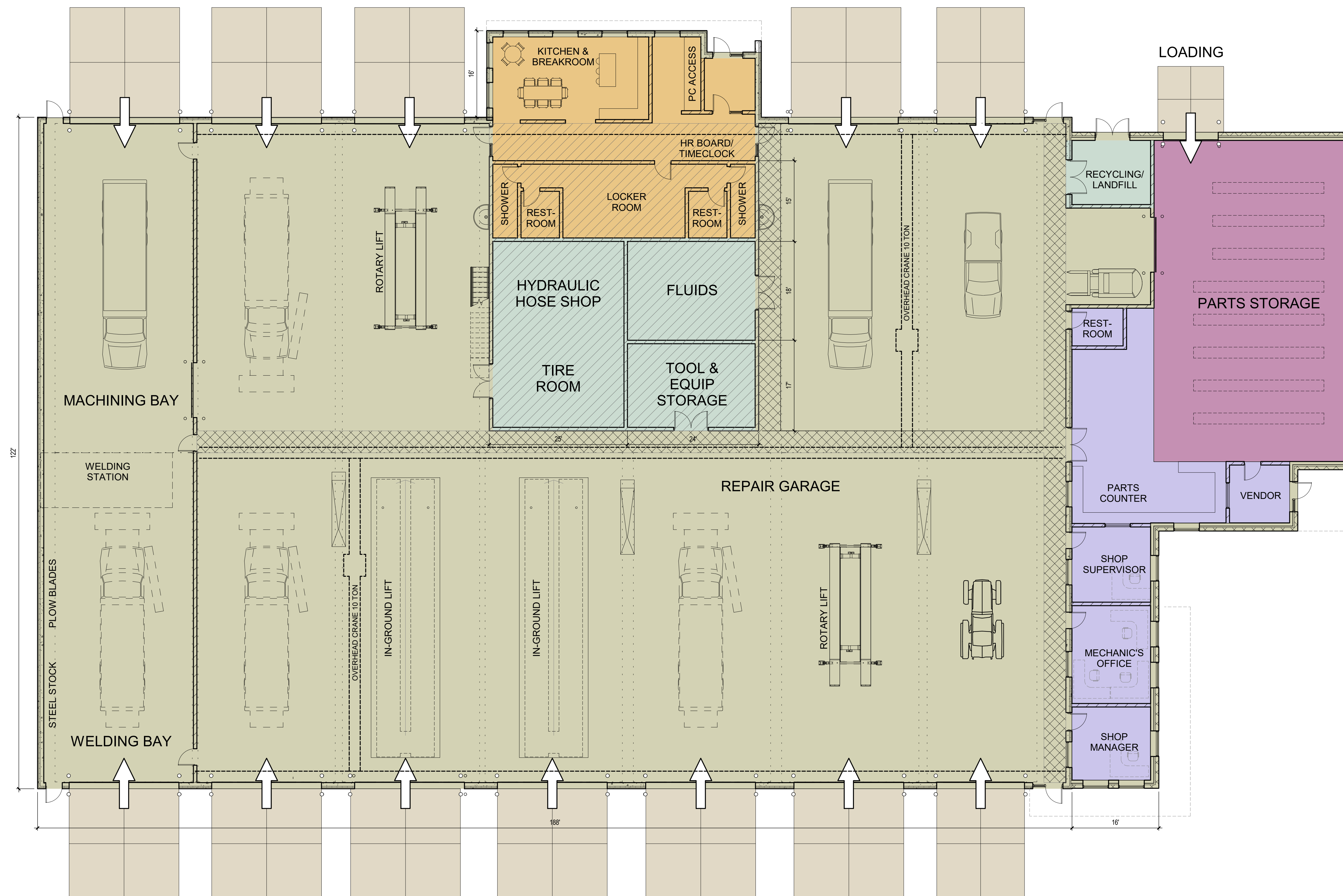
The Re-use schemes were reviewed with DPW Administration and option number two was the preferred option. It is developed further to a conceptual schematic level.

SECTION 2

OPTIMAL PLANS

The following few pages show the optimal plans developed for the Wausau DPW Motor Pool Division and the Fleet Garage with Administration and Crew Wing. Square footages reflect the breakdown of the fleet size and space needs tabulated in the prior Site Evaluation Study.

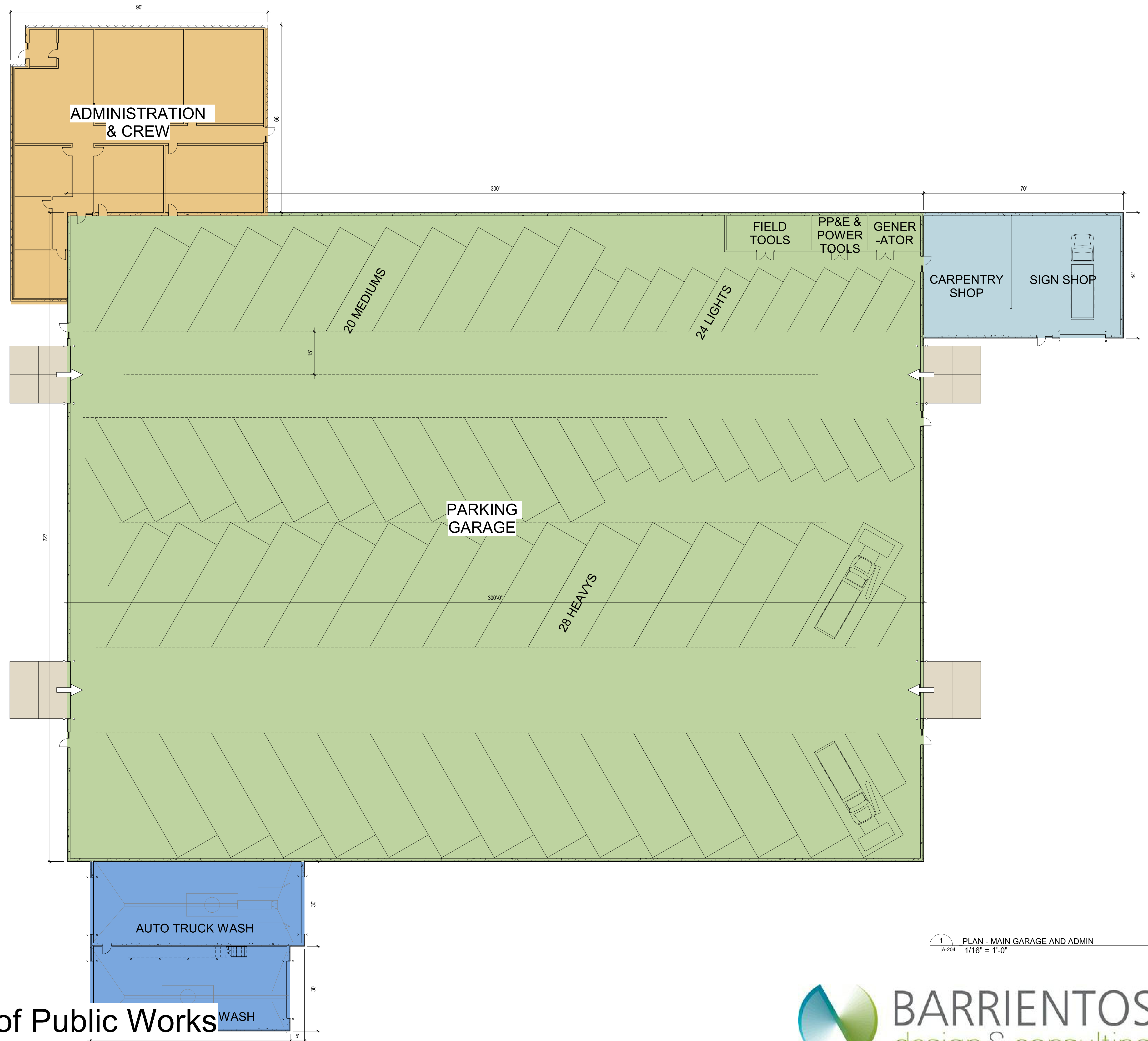
The goal of the Iron Works site is to fit the Motor Pool Division repair garage on site with as many other amenities as the site could potentially fit. Each of the options does allow the motor pool division to fit on the site with at least some cold storage and yard storage on site as well.

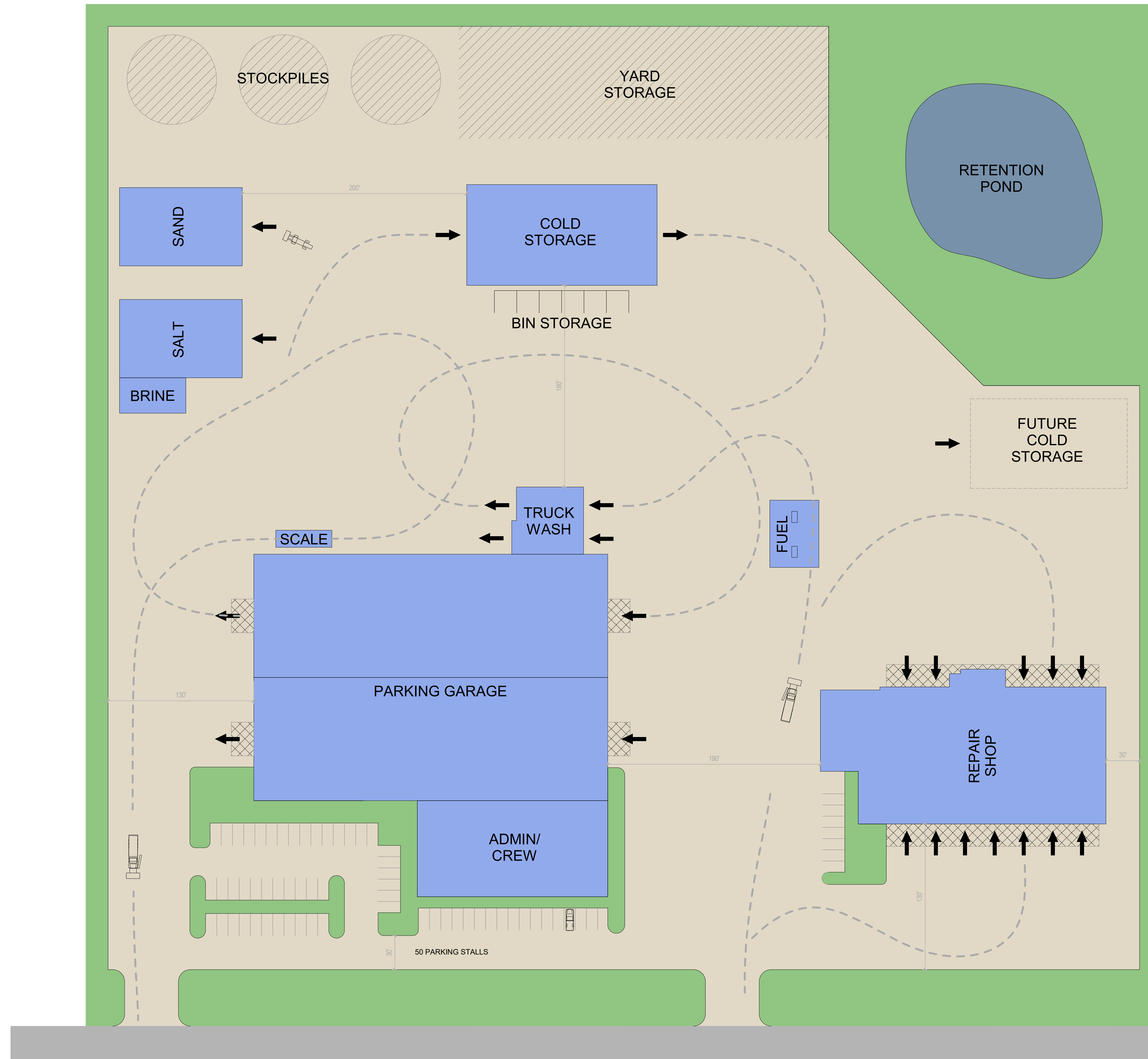


20,800 S.F.		REPAIR
1,700 S.F.		CREW
1,900 S.F.		STORAGE
2,100 S.F.		PARTS
1,500 S.F.		OFFICES
28,000 S.F.		TOTAL
2,700 S.F.		MEZZANINE

1 PLAN - REPAIR GARAGE
1" = 10'-0"

68,000 S.F.		PARKING GARAGE
6,500 S.F.		ADMIN. / CREW
2,700 S.F.		SHOPS
4,300 S.F.		WASH BAYS
81,500 S.F.		TOTAL





OPTIMAL PLAN
SUMMARY:

TOTAL SITE AREA:	19.5 ACRES
TOTAL YARD AREA:	16.0 ACRES
NEW BUILDING AREA:	134,000 SF
NEW PAVED AREA:	505,000 SF (11.5 ACRES)

OPTIMAL SITE PLAN Wausau Department of Public Works

11.15.21

Construction Cost Estimate - Optimal Plan Entire Facility

City of Wausau

Main Garage Precast, Repair Garage Precast, Storage Buildings Pre-Engineered

	SF/Quantity	Cost per SF	Total
Main Garage			
Vehicle Parking	68,000	222 \$	15,096,000
External Truck Wash	4,300	222 \$	954,600
Sign & Carpentry Shops	2,700	222 \$	599,400
Crew Quarters	3,500	255 \$	892,500
Administrative Areas	3,000	264 \$	792,000
	81,500	Total \$	18,334,500

Repair Garage (Motor Pool Division)			
Repair Shop	20,800	260 \$	5,408,000
Parts Department	2,100	233 \$	489,300
Storage	1,900	222 \$	421,800
Crew Quarters	1,700	255 \$	433,500
Administrative Areas	1,500	264 \$	396,000
	28,000	Total \$	7,148,600

Site Construction			
Site Work - developed land	19.5	\$ 190,000	\$ 3,705,000
Fuel Station		allow	\$ 350,000
Tempered Storage Building	1,800	\$ 90	\$ 162,000
Utility (Brine & Salt Storage Sheds)	14,000	\$ 122	\$ 1,712,550
	15,800	Total \$	5,929,550

New Furniture			
Workstations	10	\$ 10,000	\$ 100,000
Assembly Room	1	\$ 35,000	\$ 35,000
Safety Training	1	\$ 20,000	\$ 20,000
Conference Room	1	\$ 20,000	\$ 20,000
	13	Total \$	175,000

Total Construction Cost \$ 24,439,050

Notes

**Estimate does not include, site acquisition costs, moving/relocation expenses, or plan approval and review fees

* Includes soft costs, construction managing contingency, architecture & engineering fees and permitting fees.

SECTION 3

SITE SELECTION STUDY

The following pages contain plans from the *Alternate Site Concept Study* dated January 2022, developed various options for staying at Myron Street, splitting the facility between two locations, and various options for relocating the facility.

SUMMARY

This *Alternative Site Evaluation Study* further developed previous study analysis with the understanding that additional space is needed to operate the Department of Public Works efficiently in the long term. It also took the recommendation of the *Fleet Management Study Report* into consideration.

The study developed optimal plans for the Motor Pool division, the Mian DPW Garage, and an optimal site plan. The estimated total cost based on the optimal plan is \$24,439,000.

The study evaluated eleven potential sites, within the City of Wausau limits, based on various site selection criteria. Seven of the sites were evaluated further with test-fit yard plans. Descriptions of each give the benefits and drawbacks, and the selection matrix ranks each site by the site selection criteria.

A Existing DPW (Myron Street)	
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Benefits:

- Centrally located site
- Optimal for operations
- Reuse existing structures
- Multiple access points

- Drawbacks:
 - Site is in a floodplain and would require significant fill
 - Poor existing fill
 - Stormwater management required due to old creek
 - Traffic flow and yard storage are not optimal
 - Minimal room for future storage needs

- Site is in a floodplain and would require significant fill
- Poor existing fill
- Stormwater management required due to old creek
- Traffic flow and yard storage are not optimal
- Minimal room for future storage needs

-
- The site plan illustrates the proposed 100,000 sq ft building and its surrounding infrastructure. The building footprint is shown in blue, with various sections labeled: Admin/Crew, Parking Garage, Truck Wash, Repair Shop, and Fuel. Other structures include Building #2 (grey), Bin Storage, and Future Cold Storage. Storage areas for Salt, Sand, and Fuel are also indicated. The plan shows the building's orientation relative to the streets: Adrian St. to the north, Myron St. to the west, and E. Chelius St. to the south. The site is bounded by an existing property line to the east. The plan also shows existing cold storage, retention bioswales, and the location of Adrian St., Myron St., and E. Chelius St. The site is bounded by an existing property line to the east.

B-1 Current County Highway Department (West St)	
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Benefits:

- Centrally located site
- Similar building use as existing
- Reuse existing structures
- Multiple access points

- Drawbacks:
- Some demolition required
 - Coordination with current tenant vacating
 - Minimal room for future growth
 - Would require underground stormwater management of retention pond

- Some demolition required
- Coordination with current tenant vacating
- Minimal room for future growth
- Would require underground stormwater management of retention pond

-

B-2 Current County Highway Department (West St)

Benefits:

- Centrally located site
- Similar building use as existing
- Reuse existing structures
- Multiple access points

Drawbacks:

- Demolition required
- Coordination with current tenant vacating
- Minimal room for future growth
- Not all facilities fit on site
- Would require underground stormwater management or retention pond



C Westwood Drive

Benefits:

- Centrally located site
- Adequate space for optimal plan
- Good access road/routes
- Good topography with existing retention pond
- Overlapping uses could be shared with County facility

Drawbacks:

- Land must be acquired
- Access road to the south has some incline



D Settin Drive

Benefits:

- Adequate space for optimal plan
- Site neighbors new business district

Drawbacks:

- Far from service area
- Land must be acquired
- Some wetland distinctions
- Access road would require improvement
- Property has been sold



H County Road N

Benefits:

- Adequate space for optimal
- Good topography

Drawbacks:

- Substantially inclined access road
- Surrounded by residential development
- Land would require contested rezoning approval



I County Road Z (Franklin Street)

Benefits:

- Adequate space for optimal plan
- Good topography

Drawbacks:

- Substantially inclined access road
- Far from service area
- Land would require rezoning



J County Road Z & X

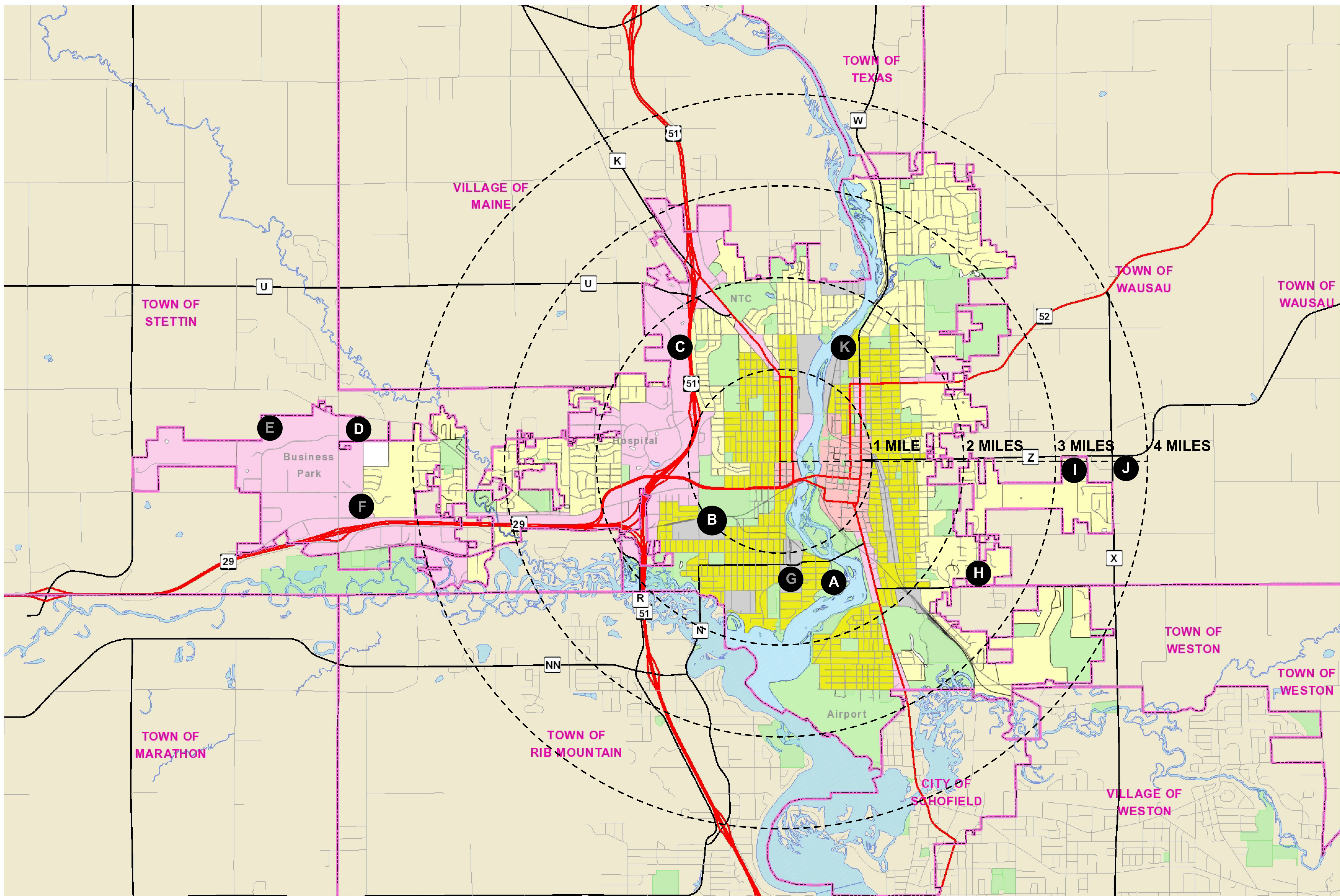
Benefits:

- Adequate space for optimal plan
- Good topography

Drawbacks:

- Substantially inclined access roads
- Far from service area
- Land would require annexing into City





Legend

- Park - City
- Park - County

Future Land Use

- City Center
- Legacy Industrial
- Public / Open Space
- Railroad
- Suburban Commercial and Industry
- Suburban Residential
- Urban Residential

Site Selection Criteria Ranking Entire DPW Facility

City of Wausau Department of Public Works

	A	B	B-3	C	D	E	F	G	H	I	J	K
	Existing DPW Site	Current County HWY Dept. (West St.)	Iron Works Site	Westwood Drive	Settin Drive	International Drive	Stewart Ave	Kolbe & Kolbe Cleveland Ave	County Road N	County Raod Z	County Road Z & X	County Materials Corp (Winton St.)
Rating 3 = Best, 2 = Ok, 1 = Poor												
Sufficient Site Size (19 + acres)	2.0	2.0	2.5	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	1.0
Distance to Service Areas	3.0	3.0	3.0	3.0	1.0	1.0	1.0	3.0	3.0	2.0	2.0	2.0
Access to Main Arterial Roads/ Bridges	3.0	3.0	3.0	2.0	1.0	1.0	2.0	3.0	3.0	3.0	3.0	2.0
No Floodplain or Wetlands	1.0	3.0	3.0	3.0	2.0	2.0	1.0	3.0	3.0	3.0	3.0	3.0
Environmental Justice	1.0	2.0	3.0	3.0	3.0	3.0	3.0	1.0	3.0	3.0	3.0	2.0
Access Road without steep inclines	3.0	3.0	3.0	2.0	3.0	3.0	3.0	3.0	1.0	1.0	1.0	3.0
Sufficiently flat Site Topography	3.0	3.0	3.0	3.0	3.0	2.0	1.0	3.0	3.0	3.0	3.0	3.0
Fit with Neighboring Properties & City Masterplan	3.0	3.0	1.0	3.0	2.0	3.0	3.0	2.0	1.0	3.0	3.0	1.0
Existing Zoning Conformance	3.0	3.0	2.0	2.0	1.0	3.0	3.0	1.0	1.0	2.0	2.0	3.0
Extra Site Development Costs	1.0	1.0	1.0	3.0	3.0	1.0	1.0	2.0	3.0	3.0	3.0	1.0
Total Ranking	23.0	26.0	24.5	27.0	22.0	22.0	21.0	24.0	24.0	26.0	26.0	21.0

*site would only require 7 acres

*B-3 was added to this chart for a comparison to all sites previously investigated

*One edit was made to the Cleveland Ave site adjusting the EJ score from 3 to 1, no other scores were altered from the original

Fleet Maintenance Facility Site Location Estimates

	^{1,2} Exiting DPW	¹ West St - Iron Works	³ County N	³ County Z	¹ Cleveland Ave	^{3,4} County Z&X
Fleet Facility Construction	\$10,753,763	\$12,252,488	\$10,753,763	\$10,753,763	\$10,753,763	\$10,753,763
Site Development	\$588,000	\$1,114,000	\$999,400	\$994,000	\$710,000	\$994,900
Water & Sewer	\$50,000	\$50,000	\$300,000	\$400,000	\$50,000	\$600,000
Demolition	\$220,000	\$1,500,000	\$0	\$0	\$100,000	\$100,000
Environmental	\$100,000	\$500,000	\$30,000	\$30,000	\$0	\$30,000
Property Purchase (required)	\$795,300	\$1,950,000	\$323,000	\$370,500	\$0	\$370,500
	\$12,507,063	\$17,366,488	\$12,406,163	\$12,548,263	\$11,613,763	\$12,849,163

*includes additional heated parking which adds \$2,460,375. The adjusted amount for comparison would be \$14,906,113

¹The purchase price is based on assessed value

²Assuming the purchase of 9-properties

³The purchase price calculated using assessment rate

⁴Property is outside city limits

*The iron Works site was added to this cost comparison with other previously investigated sites. Costs for all other sites have not been updated or investigated further.

SECTION 4

IRON WORKS SITE EVALUATION

The Iron Works site is a privately owned industrial factory / warehouse site with five buildings and three separate plots. Two of the plots are zoned heavy industrial and the North-East lot is zoned Medium Industrial.

The site is one mile from the current DPW location making it a fitting location for a split Motor Pool division scheme.

Given its previous use as an iron casting factory, the site likely contains heavy contamination. A similarly zoned use such as DPW facilities would require less remediation than recreational use and capping the site could be a solution, although more analysis is needed. Underground contamination will be a major cost factor in removing old foundations and developing structural foundations for new structures.

The previous studies worked to develop a site that accommodated the optimal plan. This would require 19 acres in order to provide optimal flow and include all aspects of the operations. Following presentations of these studies, it was decided to move forward with the exploration of a 6-acre site.

STORMWATER RETENTION

If the Iron Works site were developed it would be considered a “Redevelopment Site” which would require stormwater retention. At grade or below grade options are available. A shallower option such as a bioswale should be considered as it would require less fill removal and remediation costs.

Construction Cost Estimate - Fleet Maintenance Facility Iron Works

City of Wausau DPW

1/4/2023

Precast Repair Garage Precast, Storage Buildings Pre-Engineered

	SF/Quantity	Cost per SF	Total	Cost/SF
Repair Garage (Motor Pool Division)				
Repair Shop	20,800	260 \$	5,408,000	
Parts Department	2,100	233 \$	489,300	
Storage	1,900	222 \$	421,800	
Crew Quarters -- Reused	1,700	120 \$	204,000	
Administrative Areas -- Reused	1,500	120 \$	180,000	
Tempered Storage Building -- Reused	10,000	40 \$	400,000	
Heated Parking -- Reused	27,000	90 \$	2,430,000	
Truck Wash	4,000	222 \$	888,000	
	69,000	Total \$	10,421,100	\$ 151
Soft Cost Allocation*		12.5% \$	1,302,638	
Fleet Facility Construction		\$	11,723,738	

Site Work				
Fuel Station		\$	400,000	
Salt Storage	3500	\$ 20	\$ 70,000	
		Total \$	470,000	
Soft Cost Allocation*		12.5% \$	58,750	
Fleet Facility Construction		\$	528,750	

Total Construction Cost				
		\$	12,252,488	\$ 178

*Does not include demolition nor environmental cleanup

West Street – Iron Works site

The Iron Works site is privately owned consisting of three parcels. Two of the plots are zoned heavy industrial and the North-East lot is zoned Medium Industrial. There are seven structures on site, two of which are large industrial warehouse / manufacturing buildings. The site may have contamination because of its prior use, the extent of contamination is unknown at this time. The adjacent parcel is County Owned.

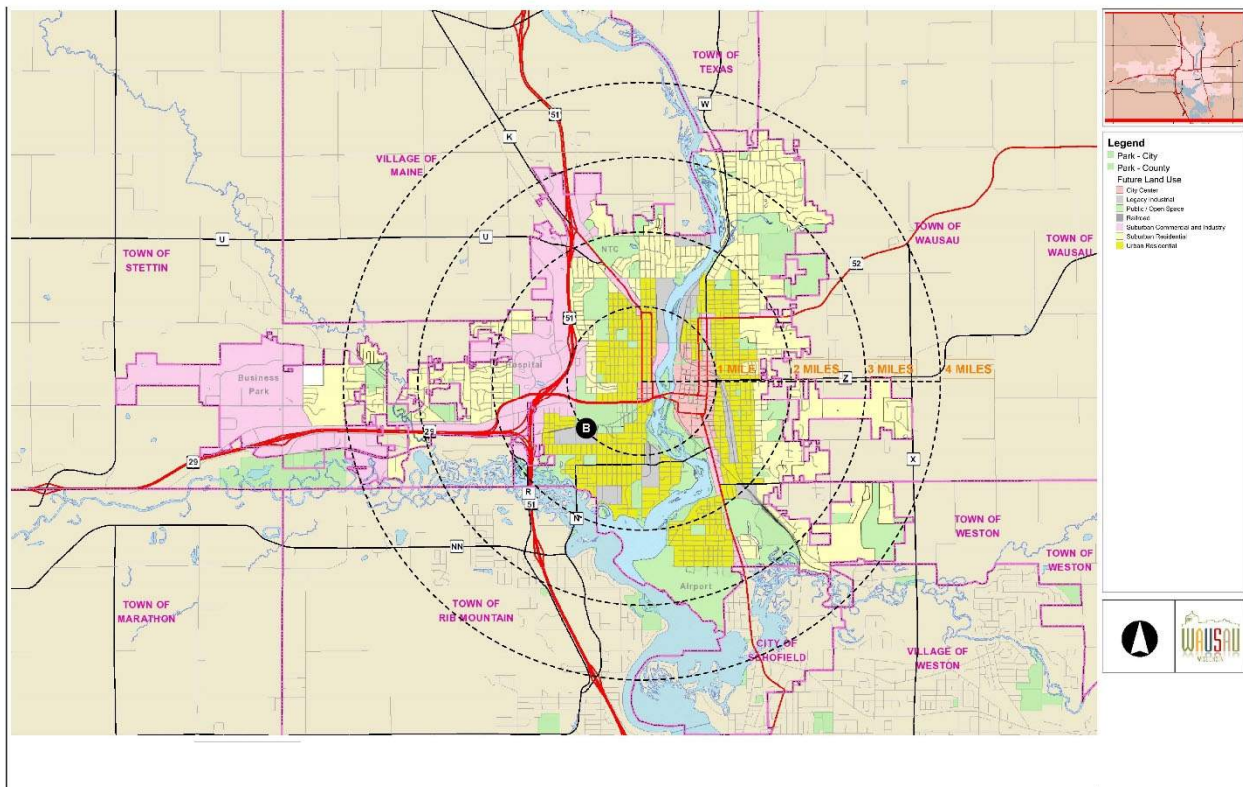
- Privately owned
- Brownfield Site
- 6 acres

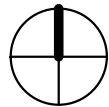
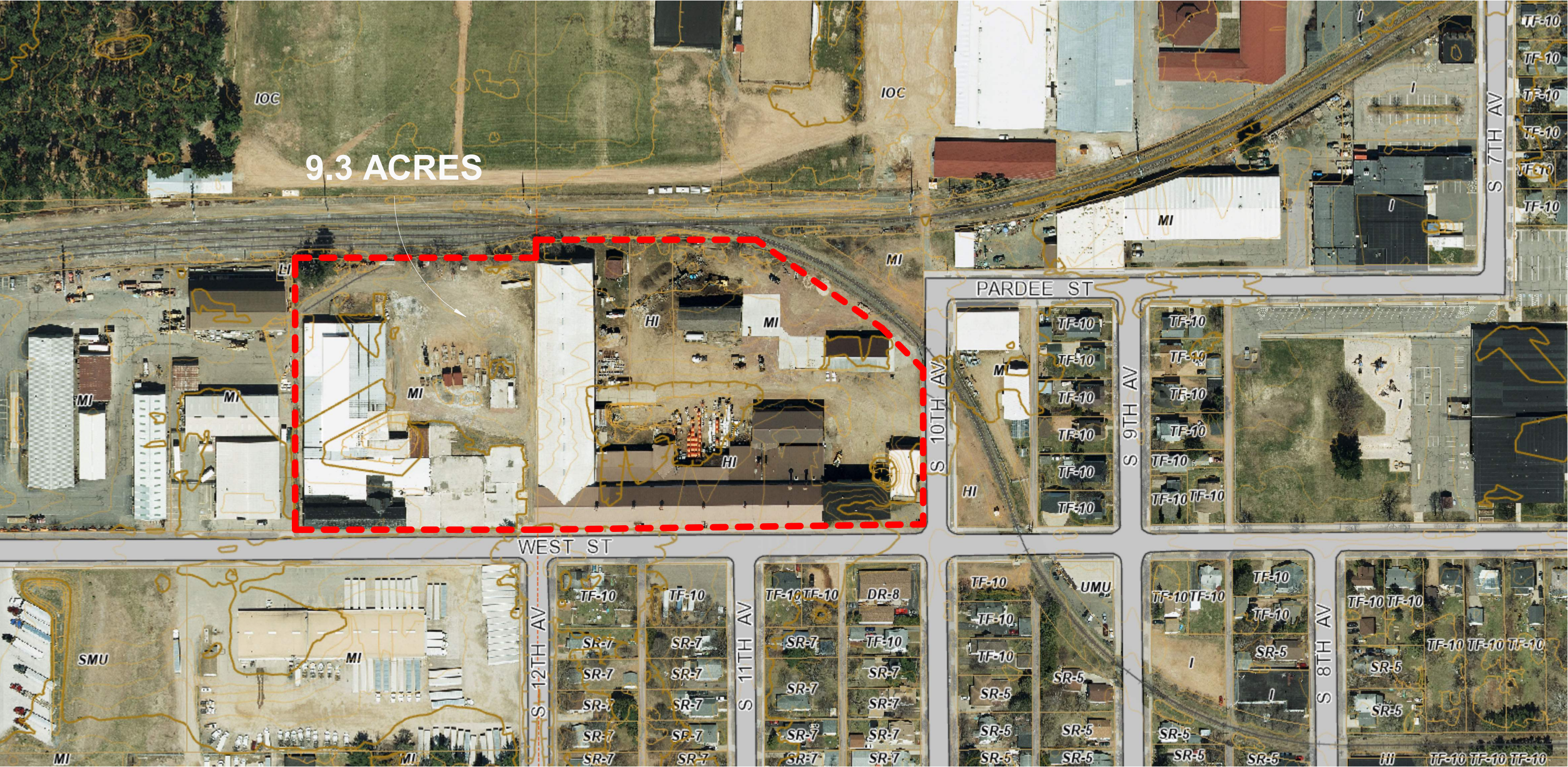
Benefits

- Centrally located site
- Similar building uses as existing owner
- Reuse of some existing buildings/structures
- Multiple access points

Drawbacks

- Demolition Required
- Possible contaminated site (extent unknown)
- Minimal room for future growth
- Would require underground stormwater management or retention pond







1. IRON WORKS OFFICE BUILDING
7,000 SF (2 STORY)



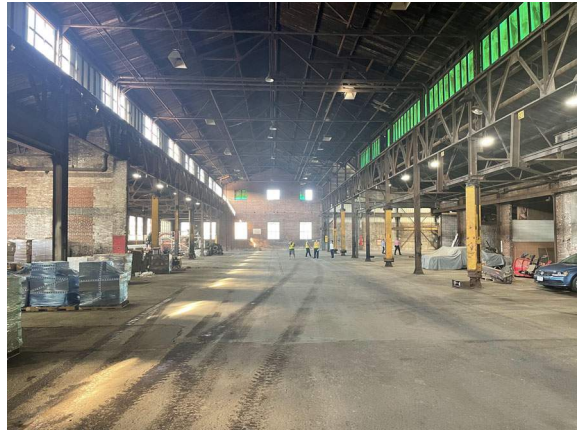
5. SHOP BUILDING
6,000 SF



2. METAL BUILDING ADDITION
6,000 SF



6. SALT SHED
3,500 SF



3. ORIGINAL IRON WORKS FACTORY
53,500 SF



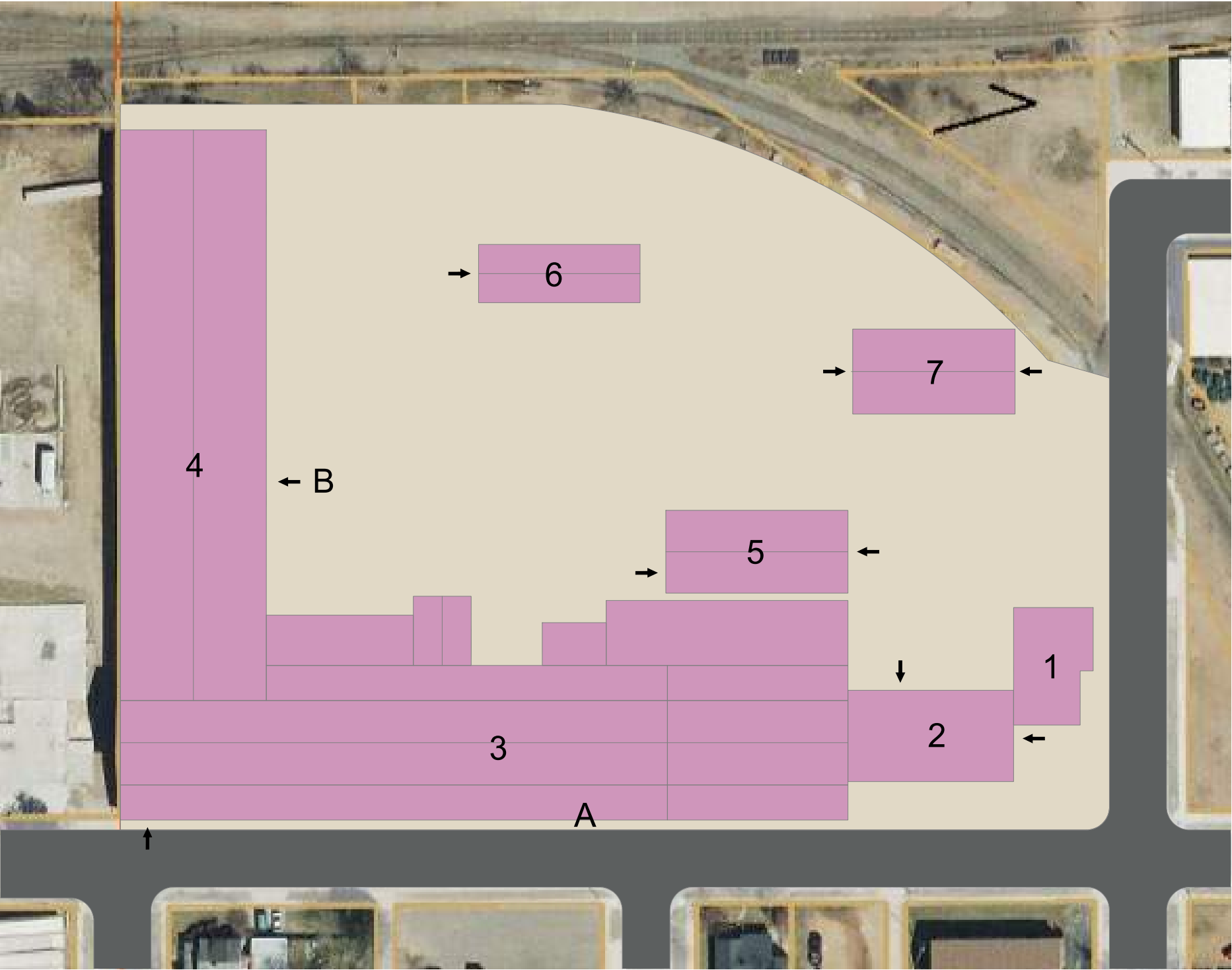
7. WAUSAU MOTORSPORTS BUILDING
5,500 SF



4. WAREHOUSE METAL BUILDING
33,000 SF

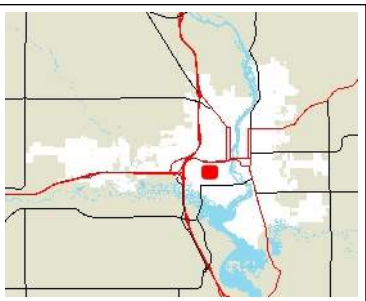


A. MAIN UTILITY LINE ENTRY TO SITE



B. PREVIOUSLY REMOVED RAILROAD
TRACKS THROUGH SITE

1. SITE WEST ST. (IRON WORKS) 0 Existing
A-236 1" = 80'-0"



Legend

Muni-Outline (FullExtent)

Parcels

Land Hook

Section Line/Number

Official City Feature

Building

HighwaySign (FullExtent)

USH

STH

CTH

Street Name

Contours - Index (2020)

Index

Index Depression

Railroad

Bridge

Overpass

Paved Road

Divided Highway

Right Of Way

Boat Landing

Golf Course

Park - City

Park - County

Lake - Pond

River - Stream

Wausau Wetland

Swamp

Local Historic Landmarks

National Register Historic Places

Historic Districts

Andrew Warren District

Downtown District

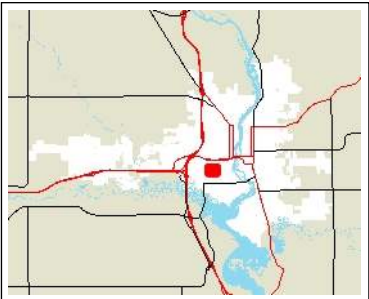
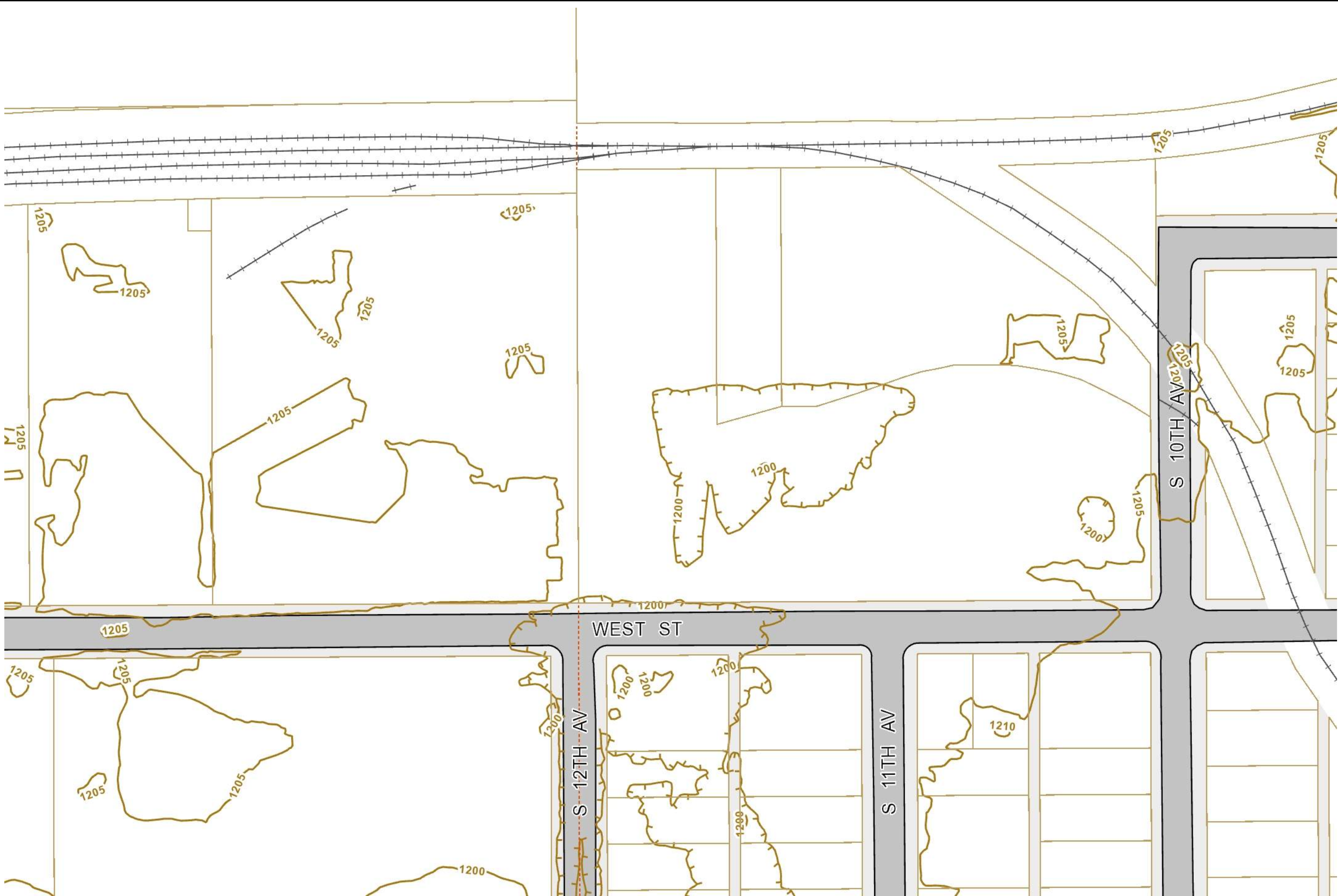
Easthill District

Highland Park District

Eau Claire Heights District



Notes



Legend

Muni-Outline (FullExtent)

Parcels

Section Line/Number

HighwaySign (FullExtent)

USH

STH

CTH

Street Name

Contours - Index (2020)

Index

Index Depression

Railroad

Bridge

Overpass

Paved Road

Divided Highway

Right Of Way

Lake - Pond

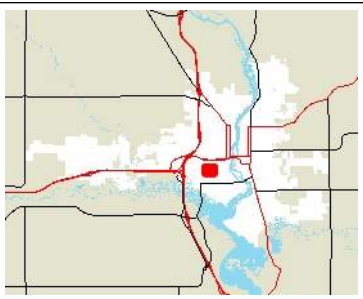
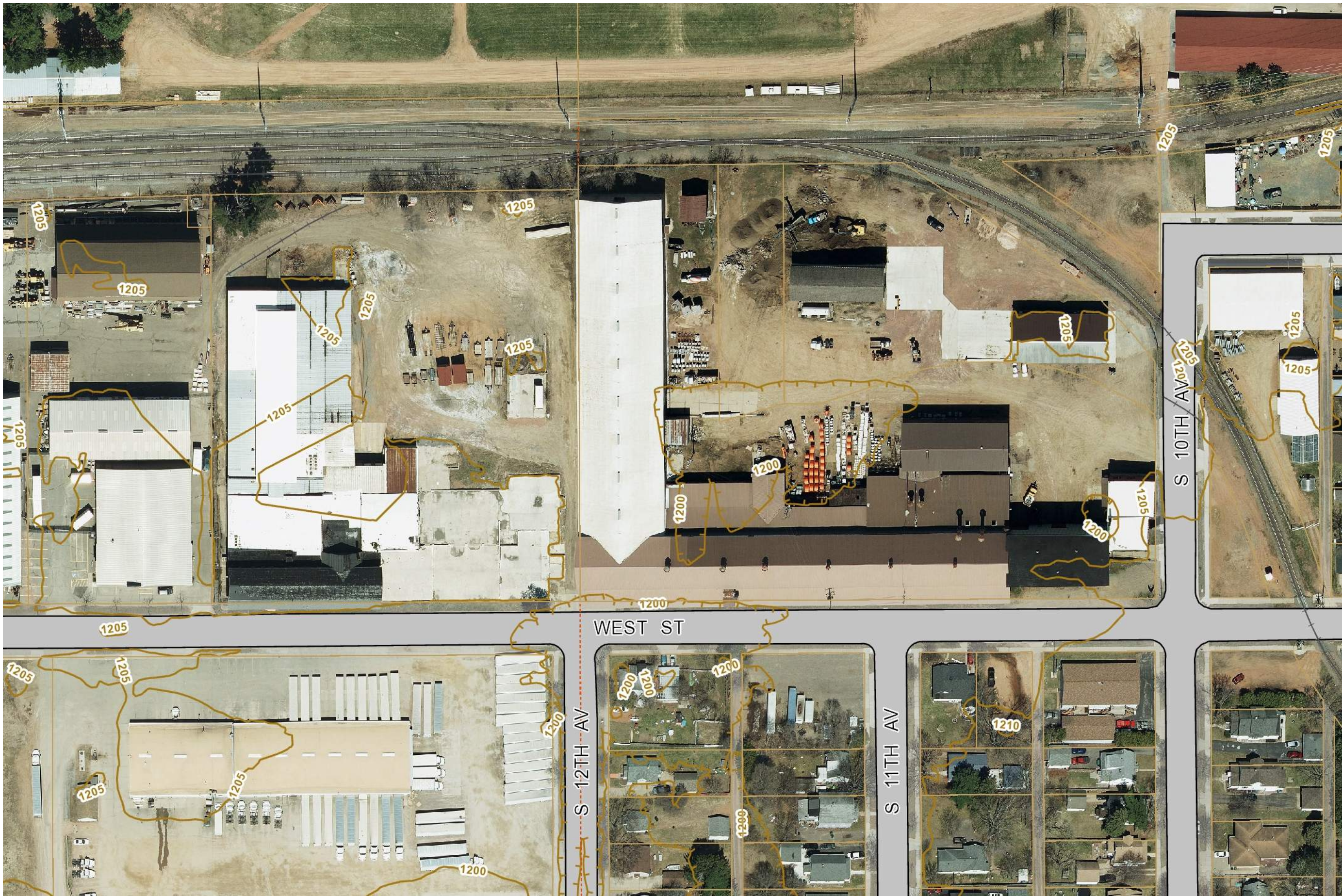
River - Stream

Wausau Wetland

Swamp



Notes



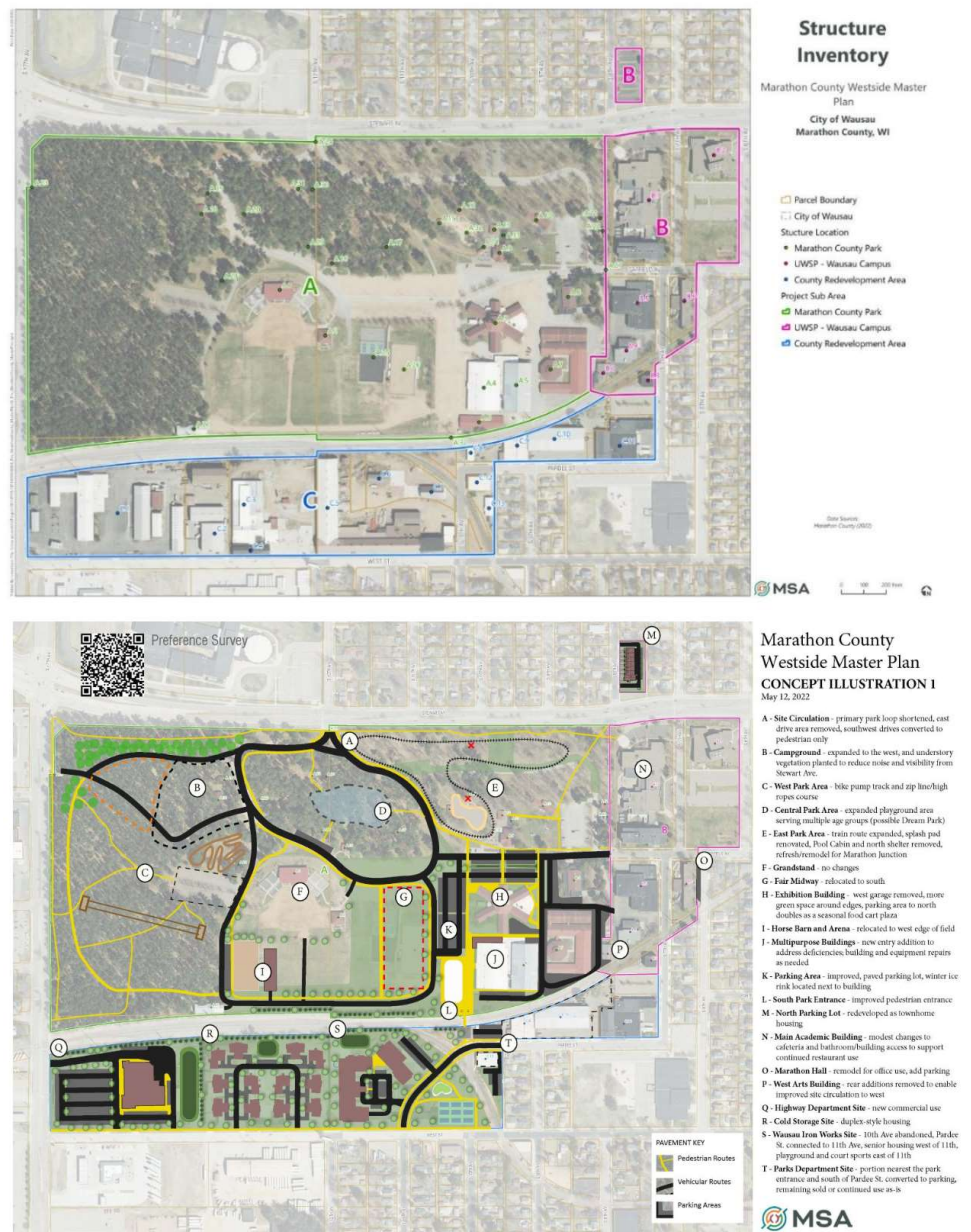
- Legend**
- Muni-Outline (FullExtent)
 - Parcels
 - Section Line/Number
 - HighwaySign (FullExtent)
 - USH
 - STH
 - CTH
 - Street Name
 - Contours - Index (2020)
 - Index
 - Index Depression
 - Railroad
 - Bridge
 - Overpass
 - Paved Road
 - Divided Highway
 - Right Of Way
 - Lake - Pond
 - River - Stream
 - Wausau Wetland
 - Swamp
 - Local Historic Landmarks
 - National Register Historic Places
 - Historic Districts
 - Andrew Warren District
 - Downtown District
 - Easthill District
 - Highland Park District
 - Eau Claire Heights District
 - 2020
 - Red: Band_1
 - Blue: Band_3



Notes

POTENTIAL LAND USE CONFLICTS

The Iron Works site and County owned land to the West of it are located within the *Marathon County Westside Plan*. The plan suggests possible long term recreational and residential uses for the sites within it's scope but identifies the Iron Works site as "run down and underutilized, private ownership". Being that there is contamination on site and the parcels are zoned Heavy Industrial, the site lends itself better to the use of a similar use type such as a DPW Repair Facility. This would require less site remediation than a residential or recreational use.



West Street – Iron Works site

OPTION 1

Option one is developed on the 6 acres of the privately owned Iron Works site. It includes substantial demolition and site work. This option reuses the Office building and cold storage building to the north. It utilizes the structural frame and footings of the West storage building while applying new facades and roof to the structure.

In this plan the optimal Motor Pool repair shop is constructed at the center of the site. This option includes a retention bioswale to the north edge of the site.

- Demolish 75,000 sf of Iron Works structures
- Demolish 3,500 sf salt shed
- Selective demo of façade and roof on West Storage building
- Sitework
- Environmental remediation / cap site
- Bioswale retention
- New Façade and Roof on West Storage building
(Becomes tempered storage building)
- Build new 31,000 sf Repair Garage and Truck Wash
- Minimal interior retrofit of Admin/crew building



KEY

75,500 SF DEMOLISHED
 27,000 SF REPURPOSED STRUCTURE (NEW ENCLOSURE)
 12,500 SF REUSED AS-IS (office, storage, salt shed)
 31,000 SF NEW CONSTRUCTION (repair, truck wash)

31,000 SF TOTAL REPAIR GARAGE / TRUCK WASH
 32,500 SF TOTAL TEMPERED STORAGE
 7,000 SF TOTAL ADMIN/ CREW

REUSE PLANNING KEY

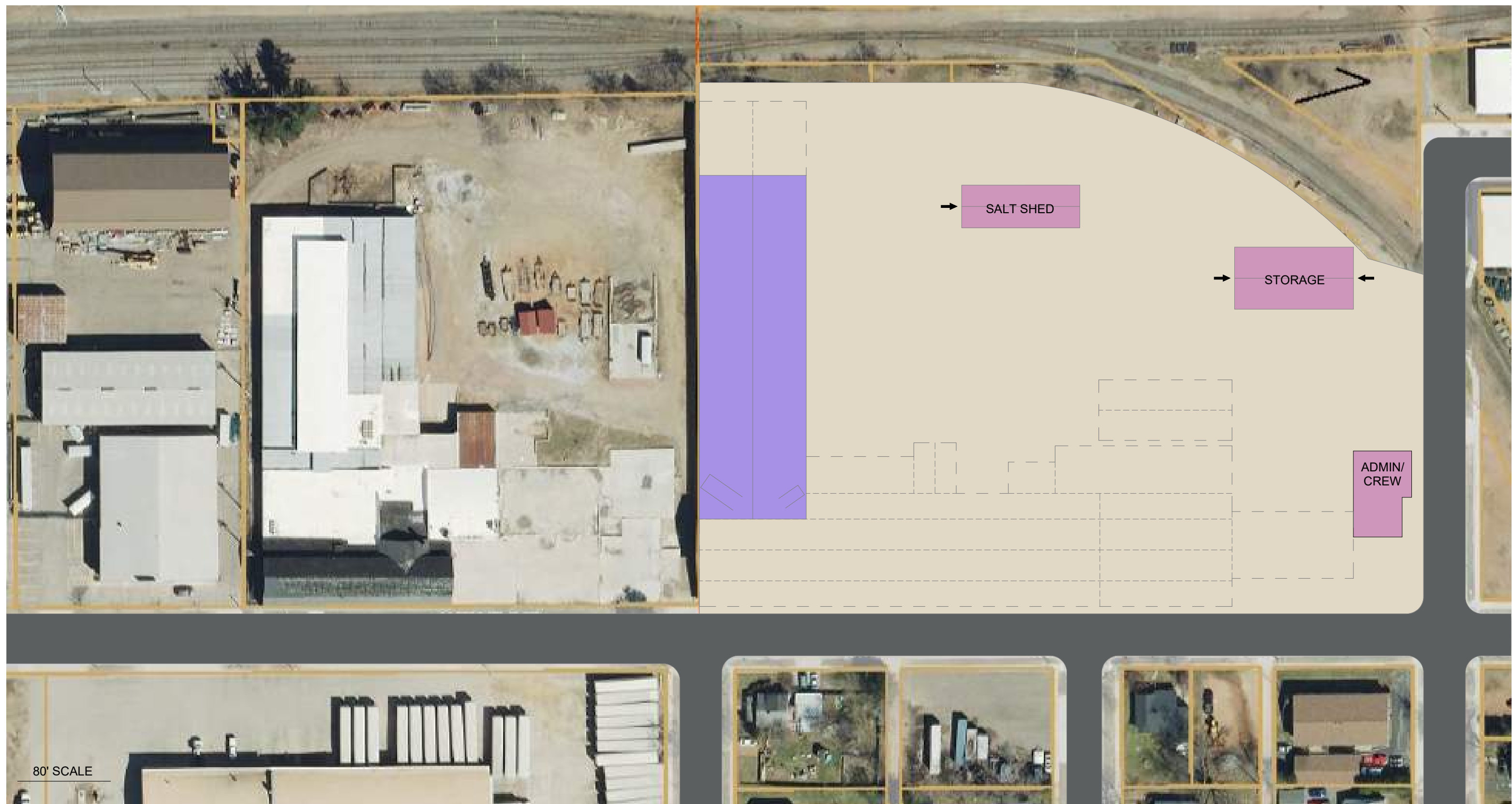
- EXISTING BUILDING
- REUSE OF STRUCTURE
- NEW CONSTRUCTION



BARRIENTOS
 design & consulting

1
 A-232

2. SITE WEST ST. (IRON WORKS) 1.0
 1" = 80'-0"



KEY

72,000 SF DEMOLISHED
 27,000 SF REPURPOSED STRUCTURE (NEW ENCLOSURE)
 16,000 SF REUSED AS-IS (office, storage, salt shed)
 31,000 SF NEW CONSTRUCTION (repair, truck wash)

31,000 SF TOTAL REPAIR GARAGE / TRUCK WASH
 32,500 SF TOTAL TEMPERED STORAGE
 7,000 SF TOTAL ADMIN/ CREW
 3,500 SF TOTAL SALT SHED

REUSE PLANNING KEY

EXISTING BUILDING
 REUSE OF STRUCTURE
 NEW CONSTRUCTION



BARRIENTOS
 design & consulting

West Street – Iron Works site

OPTION 2

Option two is similar to option one. It is developed on the 6 acres of the privately owned Iron Works site. It includes substantial demolition and site work. This option reuses the Office building, salt shed, and cold storage building to the north. It utilizes the structural frame and footings of the West storage building while applying new facades and roof to the structure.

In this plan the optimal Motor Pool repair shop is constructed to the East side of the site and connects to the Office Building. This option includes a retention bioswale to the north edge of the site.

- Demolish 72,000 sf of Iron Works structures
- Selective demo of façade and roof on West Storage building
- Sitework
- Environmental remediation / cap site
- Bioswale retention
- New Façade and Roof on West Storage building
(Becomes tempered storage building)
- Build new 31,000 sf Repair Garage and Truck Wash
- Minimal interior retrofit of Admin/crew building



KEY

72,000 SF DEMOLISHED
 27,000 SF REPURPOSED STRUCTURE (NEW ENCLOSURE)
 16,000 SF REUSED AS-IS (office, storage, salt shed)
 31,000 SF NEW CONSTRUCTION (repair, truck wash)

31,000 SF TOTAL REPAIR GARAGE / TRUCK WASH
 32,500 SF TOTAL TEMPERED STORAGE
 7,000 SF TOTAL ADMIN/ CREW
 3,500 SF TOTAL SALT SHED

REUSE PLANNING KEY

EXISTING BUILDING
 REUSE OF STRUCTURE
 NEW CONSTRUCTION



BARRIENTOS
 design & consulting

1

A-233

2. SITE WEST ST. (IRON WORKS) 2.0

1" = 80'-0"



West Street – Iron Works site

OPTION 2.5

Option 2.5 builds upon option 2. It is developed on the 9.3 acres of the privately owned Iron Works site. It includes substantial demolition and site work. This option reuses the Office building and cold storage building to the north. It utilizes the structural frame and footings of the West storage building while applying new facades and roof to the structure.

In this plan the optimal Motor Pool repair shop is constructed to the East side of the site and connects to the Office Building. This option includes a retention bioswale to the north edge of the site.

The option includes adding additional parking for the whole DPW staff and visitors. It adds a large heated main garage to the west of the site with the crew quarters and shops. It also has some space in the North-West corner for a salt shed.

This option brings most of the DPW operations to this site, however another four acres are needed for cold storage, yard storage, and stockpile areas at another location.

- Demolish 117,000 sf of Iron Works structures
- Selective demo of façade and roof on West Storage building
- Sitework
- Environmental remediation / cap site
- Bioswale retention
- New Façade and Roof on West Storage building
(Becomes tempered storage building)
- Build new 31,000 sf Repair Garage and Truck Wash
- Build a new Heated main garage building with crew quarters and shop spaces – 52,000 sf total
- Build new salt shed, brine making shed, and scale



KEY

117,000 SF DEMOLISHED
 27,000 SF REPURPOSED STRUCTURE (NEW ENCLOSURE)
 16,000 SF REUSED AS-IS (office, storage,)
 31,000 SF NEW CONSTRUCTION (repair, truck wash)

52,000 SF TOTAL MAIN GARAGE / CREW
 31,000 SF TOTAL REPAIR GARAGE / TRUCK WASH
 32,500 SF TOTAL TEMPERED STORAGE
 7,000 SF TOTAL ADMIN
 6,000 SF TOTAL SALT SHED

REUSE PLANNING KEY

EXISTING BUILDING
 REUSE OF STRUCTURE
 NEW CONSTRUCTION

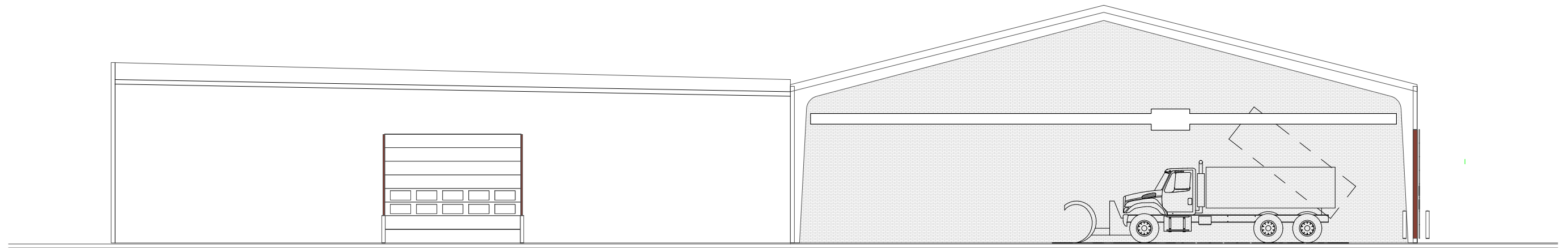


BARRIENTOS
 design & consulting

1

2. SITE WEST ST. (IRON WORKS) 2.5

A-233.1 1" = 80'-0"



1 E-W BUILDING SECTION - EXISTING STRUCTURES
 A-239 1/16" = 1'-0"

West Street – Iron Works site

OPTION 3

Option three is developed on the 6 acres of the privately owned Iron Works site. It repurposes the largest portion of the factory buildings. This option reuses the Office building, salt shed, and cold storage building to the north. It utilizes the structural frame and footings of the West storage building while applying new facades and roof to the structure that will be converted into the Motor Pool Repair Garage. The large brick factory building to the south will undergo selective demolition to the North and East sections. It would be converted to tempered storage garage.

In this plan the Motor Pool repair shop is housed in the footprint of the West storage building with overhead doors at each bay. This option includes a retention bioswale to the north edge of the site.

- Selective demo of 42,000 sf of Iron Works structures
- Selective demo of façade and roof on West Storage building
- Sitework
- Environmental remediation / cap site
- Bioswale retention
- New Façade and Roof on West Storage building
(Becomes heated repair garage)
- Convert South factory building to tempered storage – includes new roof, new windows, additional insulation, new HVAC
- Minimal interior retrofit of Admin/crew building
- Build new 3,500 sf Truck Wash



KEY

42,000 SF DEMOLISHED
 57,000 SF REPURPOSED STRUCTURE (NEW ENCLOSURE)
 16,000 SF REUSED AS-IS (office, storage, salt shed)
 3,500 SF NEW CONSTRUCTION (repair, truck wash)

31,000 SF TOTAL REPAIR GARAGE / TRUCK WASH
 31,000 SF TOTAL TEMPERED STORAGE
 7,000 SF TOTAL ADMIN/ CREW
 3,500 SF TOTAL SALT SHED

REUSE PLANNING KEY

EXISTING BUILDING
 REUSE OF STRUCTURE
 NEW CONSTRUCTION



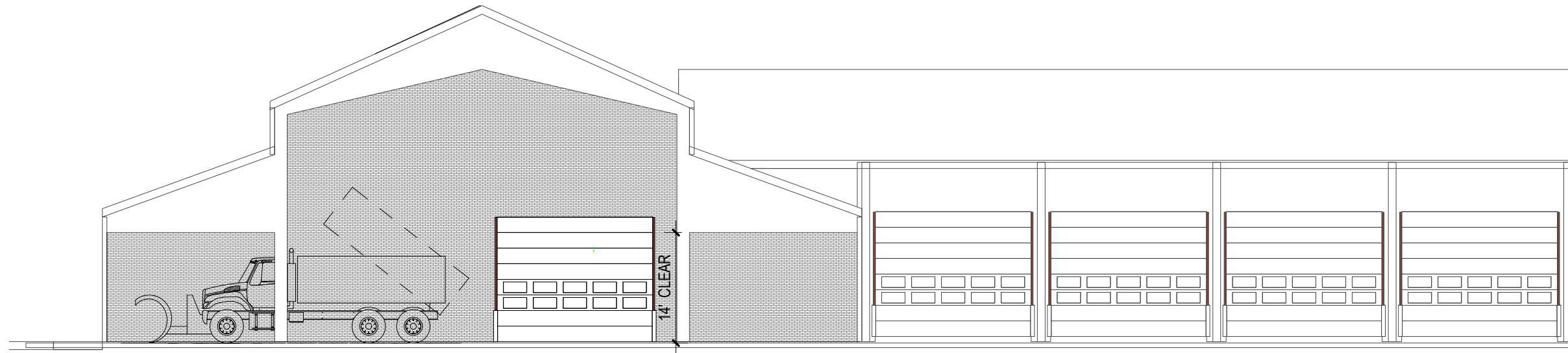
BARRIENTOS
 design & consulting

1

2. SITE WEST ST. (IRON WORKS) 3.1

A-234

1" = 80'-0"



1

N-S BUILDING SECTION - EXISTING STRUCTURES
 1/16" = 1'-0"

APPENDIX

Existing Iron Works site scanned plans

PLAT OF SURVEY

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 OF BLOCK 5, ALL OF VACATED ALLEY IN SAID BLOCK 5 AND ALL OF LOT 7 OF BLOCK 4, ALL BEING PART OF THE WISCONSIN VALLEY LAND COMPANY'S 2ND ADDITION TO THE CITY OF WAUSAU, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED AND MAPPED ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 OF BLOCK 5, ALL OF VACATED ALLEY IN SAID BLOCK 5 AND ALL OF LOT 7 OF BLOCK 4, ALL BEING PART OF THE WISCONSIN VALLEY LAND COMPANY'S 2ND ADDITION TO THE CITY OF WAUSAU, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE NORTH 00°13'37" WEST, COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST 1/4, 688.67 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST STREET, THE SOUTHWEST CORNER OF SAID LOT 10 OF BLOCK 5, THE SOUTHEAST CORNER OF LOT 1, CERTIFIED SURVEY MAP NUMBER 2927, RECORDED IN VOLUME 11, ON PAGE 97, AS DOCUMENT NUMBER 784506, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°13'37" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2927 AND SAID WEST LINE OF THE NORTHWEST 1/4, 442.74 FEET TO THE NORTHWEST CORNER OF SAID LOT 11 OF BLOCK 5, THE NORTHEAST CORNER OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2927 AND THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD; THENCE NORTH 89°16'03" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD AND THE NORTH LINE OF SAID BLOCK 5, 335.98 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 350.57 FEET COINCIDENT WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF A SPUR TRACK AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 538.95 FEET, A CENTRAL ANGLE OF 37°16'10", AND A CHORD THAT BEARS SOUTH 56°26'24" EAST FOR A DISTANCE OF 344.42 FEET; THENCE SOUTH 00°20'10" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH 10TH AVENUE, 252.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 OF BLOCK 5 AND A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 89°35'22" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF WEST STREET, 622.70 TO SAID SOUTHWEST CORNER OF SAID LOT 10 OF BLOCK 5, SAID SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2927 AND THE POINT OF BEGINNING;

AND COMMENCING AT AFOREMENTIONED POINT "A"; THENCE NORTH 89°16'03" EAST, 153.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°16'03" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD, 132.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 OF BLOCK 5, THE NORTHERLY EXTENSION OF SAID WEST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET AND THE EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 10081, RECORDED IN VOLUME 41, ON PAGE 104, AS DOCUMENT NUMBER 10081, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 00°20'10" EAST, COINCIDENT WITH SAID EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 10081, SAID WEST RIGHT-OF-WAY LINE OF SOUTH 10TH AVENUE AND SAID NORTHERLY EXTENSION THEREOF, 102.68 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID SPUR TRACK AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 167.45 FEET COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID SPUR TRACK AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 598.95 FEET, A CENTRAL ANGLE OF 16°01'07", AND A CHORD THAT BEARS NORTH 52°46'12" WEST FOR A DISTANCE OF 166.91 FEET TO SAID SOUTH RIGHT-OF-WAY OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD AND THE POINT OF BEGINNING;

AND COMMENCING AT AFOREMENTIONED POINT "B"; THENCE NORTH 89°35'22" EAST, 52.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7 OF BLOCK 4, THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF WEST STREET AND THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 10TH STREET AND BEING THE POINT OF BEGINNING; THENCE NORTH 00°20'10" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF SAID SOUTH 10TH AVENUE, 168.64 FEET TO THE NORTH CORNER OF SAID LOT 7 OF BLOCK 4, SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID SPUR TRACK AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 66.46 FEET COINCIDENT WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID SPUR TRACK AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 538.95 FEET, A CENTRAL ANGLE OF 7°03'54", AND A CHORD THAT BEARS SOUTH 23°46'10" EAST FOR A DISTANCE OF 66.41 FEET; THENCE SOUTH 20°14'13" EAST, COINCIDENT WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID SPUR TRACK, 114.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7 OF BLOCK 4 AND SAID NORTH RIGHT-OF-WAY LINE OF WEST STREET; THENCE SOUTH 89°35'22" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF WEST STREET, 65.37 FEET TO SAID SOUTHWEST CORNER OF SAID LOT 7 OF BLOCK 4, SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WEST STREET AND SAID EAST RIGHT-OF-WAY LINE OF SOUTH 10TH STREET AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCELS OF LAND CONTAINS 267,310 SQUARE FEET, 6.137 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF REVI-DESIGN, AGENT OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF WISCONSIN ADMINISTRATIVE CODE A-E7.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCELS.

DATED THIS 15TH DAY OF MARCH 2018

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852

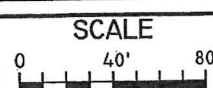
PLAT OF SURVEY
REVI - DESIGN
1100 WEST STREET
WAUSAU, WI 54401

REI
REI No. 8090
SHEET 1 OF 1

CURVE TABLE					
CURVE	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	ARC LENGTH
C1	538.95'	S56°26'24"E	344.42'	37°16'10"	350.57'
C2	598.95'	N52°46'12"W	166.91'	16°01'07"	167.45'
C3	538.95'	S23°46'10"E	66.41'	7°03'54"	66.46'

LEGEND	
- CHISELED "X" SET	- EXISTING CHAIN LINK FENCE
- 3/4 IN. BAR FOUND	- EXISTING CABLE FENCE
- 1-1/4 IN. O.D. IRON PIPE FOUND	P.L. - PROPERTY LINE
UNLESS NOTED	(126') - RECORDED BEARING/LENGTH
- 1-1/4 IN. O.D. X 18 IN. IRON PIPE	126.00' - MEASURED BEARING/LENGTH
WEIGHING 1.68 LBS/LIN. FT. SET	

NOTE:
1. FIELD WORK WAS COMPLETED ON 3-14-2018.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR NORTH 00°13'37" WEST.
3. THE INTENT OF THIS SURVEY IS TO SHOW THE EXTERIOR BOUNDARIES OF THE PROPERTIES TO BE OWNED BY CLIENT. THIS SURVEY IS NOT INTENDED TO COMBINE THESE PARCELS IN ANYWAY.



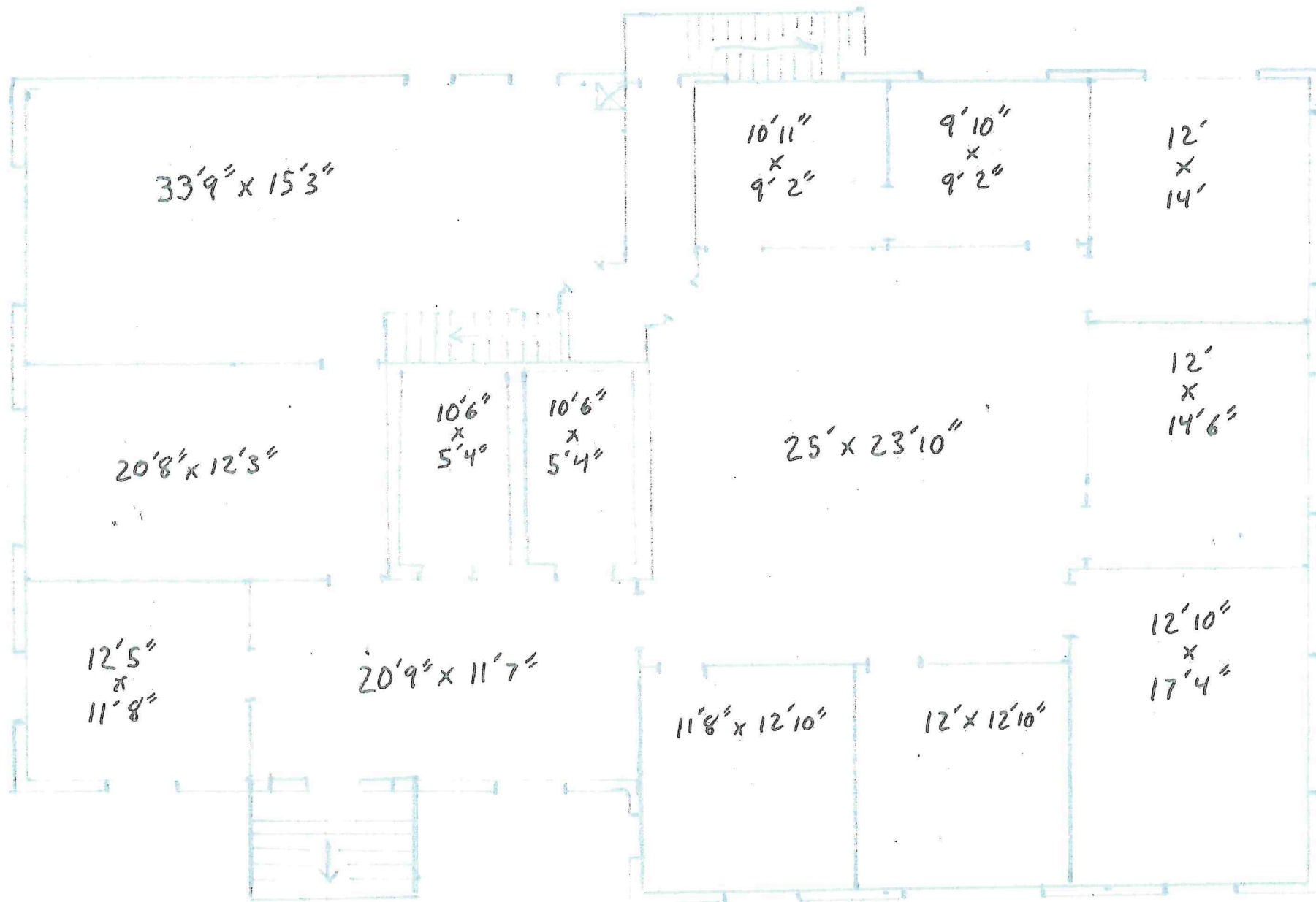
DATE	REVISION	BY	CHK'D

DESIGNED BY:	CHECKED BY: JWP
SURVEYED BY: JLR, JJM	APPROVED BY: JWP
DRAWN BY: JLR	DATE: 3-15-2018

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

REI CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

DRAWING FILE: P:\8000-8090\8090 - REVI-DESIGN - 1100 WEST STREET WAUSAU\DWG\SURVEY\8090 PLAT OF SURVEY.DWG LAYOUT: PLAT OF SURVEY-11X17
PLOTTED: MAR 15, 2018 - 10:27AM PLOTTED BY: JADEP



CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 8, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Doug Diny, Chad Henke, Lisa Rasmussen, Gary Gisselman

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:15 p.m. Chair Larson called the meeting to order.

Approval of minutes of the November 10, 2022 meeting

Diny moved to approve the minutes of the previous meeting. Henke seconded and the motion carried unanimously 5-0.

2023 Street Reconstruction Projects: Discuss public hearing results and make recommendation

Wesolowski stated the Board of Public Works held the public hearing on Tuesday. A few comments were received regarding the affordability. We always receive some comments and there were no more than normal. He recommends approving the projects as proposed.

Rasmussen thought a lot of the comments could be worked through with residents regarding driveway condition and sidewalks. It did not seem that there was an overwhelmingly amount of opposition to the projects.

Rasmussen moved to approve the 2023 Street Reconstruction Projects. Diny seconded and the motion carried unanimously 5-0.

Discussion and possible action on parking restrictions on Torney Avenue from McDonald Street to Townline Road

Wesolowski reminded the committee that Torney Avenue was reconstructed this summer. The road width was left the same as there is only 33' of right-of-way. It is a narrow cross section. That did not change with the reconstruction. It is 24' from back of curb to back of curb and the sidewalks are attached directly at the back of the curb. It is a mountable curb. A petition was signed by quite a few residents to eliminate parking on the east side. Letters were sent to property owners along the roadway and no one was present to offer comments. Wesolowski did receive three phone calls. Two were in favor; Dan Weith of 1309 Torney and Megan Pratt of 1329 Torney. One was not in favor; Mary McCarten of 1325 Torney. She has lived on Torney for 54 years and doesn't feel it needs to be changed.

Larson has traveled down Torney and it is very narrow. He believes restricting parking is a good idea. Rasmussen agrees. She added that a narrow right-of-way makes it difficult for larger vehicles, difficult for people to see to get in and out, trouble plowing snow and trouble with garbage collection. She feels this makes sense and most are supportive.

Rasmussen moved to approve restricting parking on the east side of Torney Avenue from McDonald Street to Townline Road.

Diny asked how this plays into the street parking strategy with alternative side parking. Larson asked if Diny has been down the street and Diny has not. Larson said it is a very narrow street. Wesolowski explained that no parking on the east side would be all of the time. Currently there are no parking restrictions. The sidewalks are directly at the back of the curb, which is another reason for no parking. We do not want people parking on the sidewalk. Diny noted the petition references alternating day parking. Wesolowski said that was another option, but alternate day parking creates confusion. He feels it would be better with no parking on one side, especially since that is what the residents are requesting.

Henke seconded the motion and the motion carried unanimously 5-0.

Discussion and possible action on sale of 123 West Thomas Street

This item was tabled.

Discussion and possible action on Urban Non-Point Source Construction Grant Agreement to convert the Strawberry Fields dry detention pond to a wet pond

Niksich brought this project forward before. We have applied for a grant of up to \$149,000 to reconstruct the pond to help us meet our TMDL requirements. Once the grant is approved, we would go out for RFP for design services in spring of 2023. Design would take place in 2023 with construction in 2024. The total project cost including design is estimated at \$470,000. We have budgeted for design services in 2023.

Henke asked how much this would help with suspended solids. Niksich said it would help with suspended solids as well as phosphorous reduction; about 5% towards our five-year goal.

Gisselman asked for an explanation and background for the public. Niksich explained this pond is a dry pond. It collects storm water runoff along 50th Avenue. Right now, the pond acts strictly as a volume control / flood control. The water comes into the pond and there is a restrictor plate in the outfall of the pond that stops the flow from freely discharging into the river and possibly flooding downstream. The plan is to make this a wet pond. There will be a consistent body of water, about 5 feet deep, that will act as both flood control and phosphorous removal. Once the stormwater comes into the pond, it will dissipate into the existing body of water and allow the phosphorous and suspended solids to sink to the bottom and remain in the pond rather than discharged into the river. Periodically we will have to drain the pond and dig out the sediments.

Diny asked what construction is required to make this happen. Niksich said the pond will be made deeper to create the body of water and change the outfall. The pond would be lined with either 2' of clay or a rubber liner.

Henke moved to approve the grant agreement. Diny seconded and the motion carried unanimously 5-0.

Discussion and possible action on sidewalk policy and special assessments

Wesolowski explained that every year we have a Sidewalk Replacement Project, which is typically \$150,000 and based on complaints. After a complaint is received, an inspection is done. The walk is typically temporarily patched and scheduled for replacement. The current policy is to assess 25% of the replacement cost if not due to damage from a boulevard tree. A lot of letters are sent out. The staff report showed how much was collected over the last four years based on a \$150,000 project, which is not a lot. There is an extreme amount of effort to track what is assessable and what is not. Property owners have to sign a waiver of special assessments because there is no public hearing. If they do not send their waiver back, second and third letters are sent. Then we have to try to find phone numbers. This gets to be a lot of administrative effort. Last year there was about \$8,000 in assessments for a \$188,000 project. Staff would like to change the policy and not assess for sidewalk replacement under the project or during street reconstruction projects. Under street reconstruction projects there is hardly any revenue collected from sidewalk replacement. It is a task upon the inspector to try to figure out what is assessable and what is not. It usually ends up being an argument between the inspector and homeowner. Staff does not want to change the policy for new sidewalk and still assess at 50% but is asking for consideration to not assess for replacement.

Rasmussen likes this idea. This is one area where it is not a ton of revenue. In areas where it gets charges it is one more point of aggravation. Most people say sidewalk is a benefit to the city more so than to an individual homeowner because it makes the community walkable. It is an amenity we should not only encourage but maintain. For the small amount of revenue collected and the amount of internal work that has to happen, it is not worth it. This is one opportunity we can give people a break. This is a maintenance item like maintenance of roads. This would be good, give people a break, and eliminate administrative headaches.

Rasmussen moved to amend the policy as recommended by Engineering. Henke seconded and the motion carried unanimously 5-0.

Stormwater Utility Update and Urban Non-Point Source Planning Grant Application discussion

Niksich presented on a stormwater utility in October and the committee had requested more information on moving the process forward. He reached out to the stormwater consultant that help us with the construction grant. It is not just simply doing a feasibility study, but other steps need to be taken in order to make sure the feasibility study is accurate. This will also help to see where the city stands to meet TMDL goals. There are a couple components to the grant application; one is existing conditions. The last time this was done was in 2018 and it was about a four-year process. In that stormwater study, we identified about 10 best management practices that could be implemented, one was the Strawberry Fields pond conversation. Some of the best management practices were not feasible. This would be an update to find more practices that may be more impactful than a 5% reduction. It would also give us costs and help us understand what we would have to charge for rates. Rather than doing construction, we could also do phosphorous trading between the treatment plant or neighboring communities with agriculture. There is also a phosphorous leaf credit. We already do leaf pickup. The DNR sets strict practices in order to meet phosphorous reduction for leaf pickup. It would be a study on how we do our leaf pickup, where we are lacking as far as what the DNR requires, and what would the impact be on our leaf pickup to reduce our phosphorous. They believe we could get about 223 pounds of phosphorous credit. Every 5 years we are required to lower our phosphorous reduction by 259 pounds. It would be a huge burden lifted off the city to get us toward phosphorous compliance. Once the study is completed it will give us a better idea of fiscal requirements we would have moving forward. The feasibility study would give us multiple rate structures and look at the city as a whole. A lot has changed since the last study as far as impervious structures and the city as a whole. The grant application would be submitted in April and begin planning in 2024. The planning would take through 2024 and 2025.

Rasmussen loves the idea. She feels there is a lot of information we need to know about compliance and stormwater and how we get there. Stormwater management is a very expensive proposition for the city and total compliance from a revenue standpoint is out of our reach unless we have some other modes of treatment. Whether that is phosphorous training, leaf credits, a utility, or a combination of all, we have to start somewhere. She feels this will help us tremendously and we should move forward with the study.

Diny asked if the vote was to commit \$8,900. Niksich replied no as there are funds in the design services budget to apply for the grant. If the grant is awarded, we will bring this back. No action is needed at this time.

Gisselman said it seems like the city has to get prepared. He suggested this be laid out in 2024 as to what will be coming since this is going to be a financial burden on the city. He would like a full presentation at some point so there is an opportunity to tell citizens what will be happening. It is a large and expensive project that has to happen.

Diny asked what the current relationship is with Strand. Niksich said they helped with the previous grant application. If awarded, it would go out for RFP for design. They will not complete the design; they will help us to be more competitive in the grant application process.

Henke echoed Gisselman's comments. We are already looking at 2024 and 5 years will come quick.

Adjourn

Diny moved to adjourn the meeting. Henke seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 5:40 p.m.

Agenda Item No.

3B

STAFF REPORT TO CISM COMMITTEE – January 12, 2023

AGENDA ITEM

Action on Preliminary Resolution to set a public hearing to vacate right of way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau

BACKGROUND

A petition was received, signed by all abutting owners, to vacate the right of way for the above properties. A map is attached. Engineering has reviewed the layout of the adjacent streets and the potential for future use of this right of way and has no issues with the process moving forward.

FISCAL IMPACT

None

STAFF RECOMMENDATION

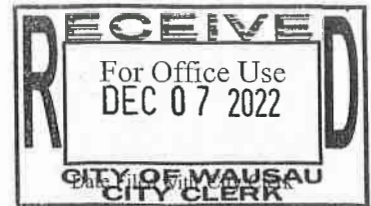
Recommend approving moving ahead to set up the public hearing.

Staff contact: Allen Wesolowski 715-261-6762

COPY

PETITION

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN



A Petition For:

- | | | | |
|--|---|--|--|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer | ☐ Other as Follows: |
| ☐ Blacktop Paving | ☐ Street Light | ☐ Watermain | |
| ☐ Curb and Gutter | ☒ Street Vacation | ☐ Zoning Change | |

The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

The right of way east of 1610 Meadowview Road, 1615
Meadowview Road and 1612 Evergreen Road.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Helen M. Vance</u>	<u>Helen M. Vance</u>	<u>Wausau, WI 54403</u> <u>1615 Meadowview Rd</u>	<u>11-30-22</u>
2. <u>Terry P. Coffey</u>	<u>TERRY P. COFFEY</u>	<u>1612 EVERGREEN RD</u>	<u>11-30-22</u>
3. <u>William Buchberger</u>	<u>WILLIAM BUCHBERGER</u>	<u>1610 MEADOWVIEW RD</u>	<u>11-30-22</u>
4. <u>Quang Dao</u>	<u>Quang Dao</u>	<u>901 Green Hill Dr</u>	<u>12/6-22</u>
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

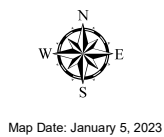
CITY OF WAUSAU Helen M. Vance being duly sworn disposes and says that he is a resident of the affected area, residing at 1615 Meadowview Rd, Wausau, WI 54403 in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 7 day of December, 2022

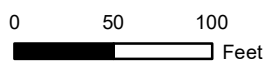
Kathleen J. Bernarde
Signature of City Clerk or Designee

Helen M. Vance
(Signature of Circulator)

1615 Meadowview Rd
(Address of Circulator)
Wausau, WI
54403



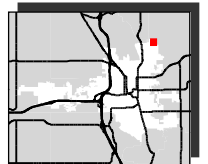
City of Wausau
Marathon County Wisconsin



Legend

- Parcels
- Right of Way
- Road Edge
- Proposed Vacation

Map Location



Agenda Item No.

3C

STAFF REPORT TO CISM COMMITTEE – January 12, 2023

AGENDA ITEM

Action on preliminary resolution to set a public hearing to vacate a portion of the alley abutting 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue

BACKGROUND

A petition was received, signed by all abutting owners, to vacate the alley adjacent to the above listed properties. A map is attached. Engineering has reviewed the layout of the unimproved alley and has no issues with the process moving forward.

FISCAL IMPACT

None

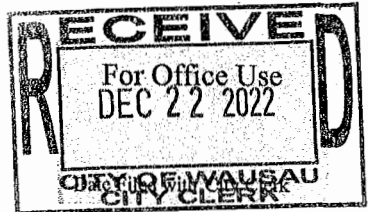
STAFF RECOMMENDATION

Recommend approving moving ahead to set up the public hearing.

Staff contact: Allen Wesolowski 715-261-6762

PETITION

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN



A Petition For:

- ☒ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer ☐ Other as Follows: _____
☐ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change

The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

public alleyway to the East of 1111 N 4th Avenue to be vacated
and placed with Parcel #29129072340011. Please refer to attached
map, alleyway to be vacated is highlighted in blue.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1.	Adi Shabani	1111 N 4th Ave	12-22-22
2.	Adi Shabani	1114 N 3rd Ave	12-22-22
3.	Adi Shabani	1110 N 3rd Ave	12-22-22
4.	Adi Shabani	300 W Knox St	12-22-22
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU Cory Holzhauser being duly sworn disposes and says that he is a resident of the affected area, residing at 223160 Bluebonnet Rd. in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 22 day of December, 2023

Kathleen J. Bernhardt
Signature of City Clerk or designee

(Signature of Circulator)

223160 Bluebonnet Rd.
(Address of Circulator)
Wausau, WI 54401



Legend

- Road Names
 Parcels
 Parcel Lot Lines
 Land Hooks
 Section Lines/Numbers
 Right Of Ways
 Named Places
 Municipalities
 2020 Orthos Countywide
 Red: Band_1
 Green: Band_2
 Blue: Band_3

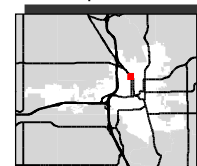
Notes

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

33.33	0	33.33 Feet
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NAD 1983 HARN WISCRS Marathon_County_Feet



Agenda Item No.

3D

STAFF REPORT TO CISM COMMITTEE – January 12, 2023

AGENDA ITEM

Action on easement with Kolbe & Kolbe Properties, Inc., at 1111 McCleary Street

BACKGROUND

The City has an existing easement with Kolbe & Kolbe on this property to construct a multi-use trail in the future. Planning and Engineering have been working on preliminary design for this segment of trail. During this preliminary design, it has been determined the existing easement as McCleary Street is not adequate to construct the trail. This proposed easement would add additional easement at this parcel to construct the future trail. Staff has met with Kolbe & Kolbe representatives on this issue to develop this easement.

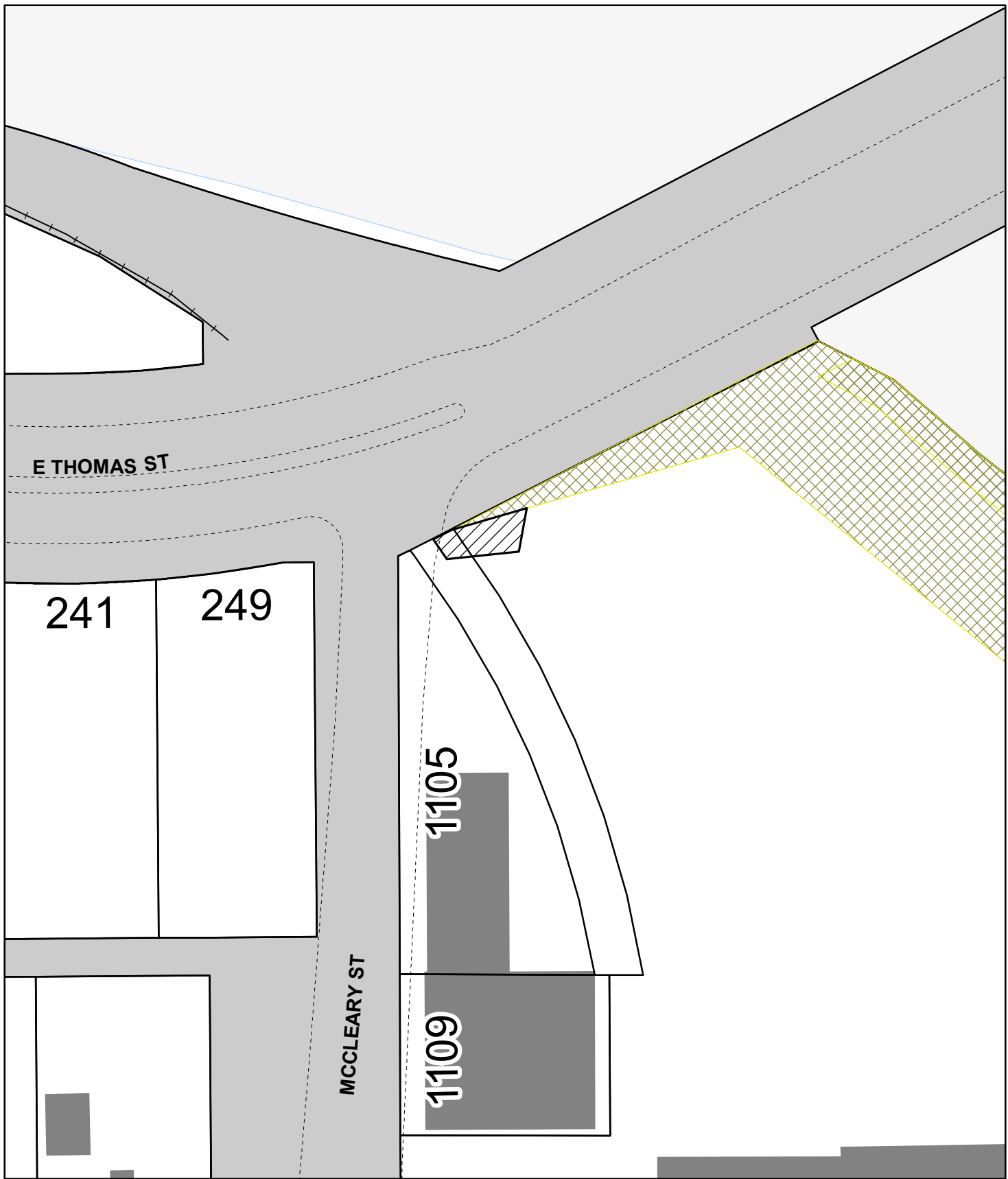
FISCAL IMPACT

None

STAFF RECOMMENDATION

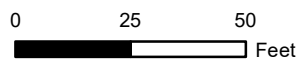
Recommend approving the additional easement as proposed.

Staff contact: Allen Wesolowski 715-261-6762



Map Date: January 5, 2023

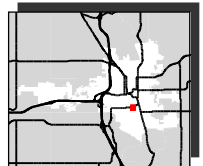
City of Wausau
Marathon County Wisconsin



Legend

- Parcels
- Right of Way
- Road Edge
- Easements
- Proposed Easement

Map Location



DWG FILE NAME: O:\Engineering\DWG\PROJ\1091\DWG\1091 RiverwalkTrail ThomasSt TOPO.dwg, 10/10/2022 9:08:52 AM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



SOUTHEAST CORNER OF THOMAS ST AND MCCLEARY ST



RIVERWALK TRAIL THOMAS ST TO ADRIAN ST TOPOGRAPHIC SURVEY		CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI 54403-4783 (715) 261-6740 FAX (715) 261-6759	
SHEET NO. 1		OF 1 SHEETS	
FILE NUMBER 22-08-24		SURVEYED BY: J.D. VANBOXEL FIELD BOOK NO.: PG. PROJ. ENGINEER: DRAWN BY: J.D. VANBOXEL APPROVED BY: POINT FILE:	
ISSUED FOR ☒ PRELIMINARY ☐ REVIEW/APPROVAL ☐ BIDDING/CONST. ☐ REC. REF. DWG. ☐ OFFICE USE		REVISIONS J.D. VANBOXEL	
DATE 08/24/2022		DATE 08/24/2022	

AGENDA ITEM

Discussion and possible action authorizing the sale of 1515 Curling Way

BACKGROUND

The property at 1515 Curling Way is currently owned by the City. It is an unimproved property that is located between the cemetery and the railroad tracks, south of Townline Road and north of the sports complex. The owners of the adjacent property have expressed interest in purchasing this property. It has been being used for overflow parking by the railroad company. The size of the parcel is 0.23 acres.

City ordinances show the following criteria for selling City owned property:

Chapter 3.12, Sale of City-Owned Real Property (not applicable to sale or lease of city-owned land in the business campus or land acquired for redevelopment purposes).

3.12.010 – Any request for the sale of city-owned real property shall be directed to the common council . . . and referred to [CISM] for its recommendations.

3.12.020 – [CISM] shall notify various departments, and request a statement whether those departments object to such sale.

3.12.030 – If no objection is raised,

(a) [CISM] shall then advertise for bids . . . and require any bids to indicate the price and the intended or proposed use of the real estate (with sketch, picture or diagram to accompany bid)

(b) The bids shall be considered by [CISM] and the recommendation of the Plan Commission shall be obtained as to the proposed use and disposition of the property.

(c) [CISM] shall make a recommendation to the Council.

To begin the process to sell this property CISM will need to provide approval to start the sale process and to set a minimum price for the property. Staff recommends setting a minimum price at \$750 and any interested parties will need to bid the minimum to be considered.

FISCAL IMPACT

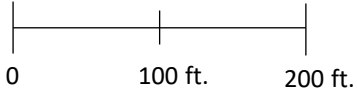
Revenue from sale of property. Elimination of maintenance

STAFF RECOMMENDATION

Staff recommends this property be offered to other city departments and if there are no objections have this property advertised for bids.

Staff contact: Brad Lenz 715-261-6753

1515 Curling Way



AGENDA ITEM
Discussion and possible action on the first revision to the State/Municipal Agreement for North 18 th Street from STH 52 to Sell Street
BACKGROUND
The city is receiving federal funding to repave 18 th Street from STH 52 to Sell Street. The city signed a State/Municipal Agreement(SMA) for this project. A revised SMA reduces the City cost share from \$218,096 to \$148,816.
FISCAL IMPACT
The City cost share is reduced by \$69,280.
STAFF RECOMMENDATION
Staff recommends approving the revised SMA.
Staff contact: Allen Wesolowski 715-261-6762



1st Revision

**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROGRAM
PROJECT**

**Program Name: STP-Urban
Population Group: 50,000 to 200,000
Sub-program #: 206
Cycle: FFY 2022- Bipartisan
Infrastructure Law (BIL)**

**This agreement supersedes the
agreement signed by the
Municipality on June 15, 2022 and
signed by the State on June 22, 2022**

Date: December 15, 2022

I.D.: 6999-18-08/78

Road Name: C Wausau, North 18th Street

Limits: STH 52 to Sell Street

County: Marathon

Roadway Length: 0.473 miles

Functional Classification: Urban Collector

Project Sponsor: City of Wausau

Urbanized Area: Wausau

The signatory, City of Wausau, 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: **This existing 2-lane urban roadway (34-feet wide) was last rehabilitated in 2002. Currently, concrete sidewalk exists on the east side of the roadway. Currently, there are no bicycle accommodations provided on the facility. The existing asphaltic pavement is in deteriorated condition exhibiting longitudinal, lateral and alligator cracking. It is no longer economically feasible to maintain the roadway.**

Proposed Improvement - Nature of work: **Rehabilitation (Pavement Replacement). The City of Wausau is proposing to replace the existing pavement with Hot Mix Asphalt (HMA). The improvements will be contained within the existing subgrade shoulder points. There are no historical or archeological resources located within the project Area of Potential Affect (APE). No property acquisitions are required for the proposed action. Bicycle accommodations are not proposed on this project.**

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: **Repair and maintenance of haul roads and upgrade of existing curb ramps to ADA and DEPARTMENT standards.**

The Municipality agrees to the following FFY 2022 BIL Urbanized Area project funding conditions:

Project ID 6999-18-08 design costs are funded 100% by the Municipality including state review of design costs.

Project ID 6999-18-78 construction costs are funded with 80% federal funding up to a funding limit of \$484,392. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$484,392 federal funding limit. 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 2023. **In accordance with the State's sunset policy for STP-Urban projects, the subject FFY 2022 BIL STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2023, or by June 30, 2028.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. 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. In no event shall federal funding exceed the estimate of \$484,392 in the Summary of Costs Table.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 6999-18-08					
State Review	\$10,000	\$0	0%	\$10,000	100%
<i>Project totals</i>	\$10,000	\$0		\$10,000	
ID 6999-18-78					
Participating Construction	\$336,932	\$269,546	80% MAX *	\$67,386	20% + BAL
Non-Participating Construction	\$17,719	\$0	0%	\$17,719	100%
State Review + Engineering	\$268,557	\$214,847	80% MAX *	\$53,710	20% + BAL
<i>Project totals</i>	\$623,208	\$484,392		\$138,816	
Total Est. Cost Distribution	\$633,208	\$484,392*	N/A	\$148,816	N/A

*Construction ID# 6999-18-78 federal funding is limited to \$484,392 as identified by the MPO.

This request is subject to the terms and conditions that follow (pages 3 - 7) 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.

Signatures certify the content has not been altered by the municipality.
Signed for and on behalf of: **City of Wausau** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and on behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
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.
 - 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 and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid 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 FFY 2022 BIL Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - 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. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction ID 6999-18-78.
 - j. Upgrade of existing ADA curb ramps to meet ADA and State standards prior to August 1, 2022. All newly installed curb ramps will require State inspection and acceptance prior to August 1, 2022.
 - k. Other 100% Municipality funded items: Maintenance and Repair of Haul Roads, adjustments to water and sanitary utilities and upgrading existing curb ramps to ADA and State standards.
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 subject to project funding limits in the Summary of Costs Table. 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 FFY 2022 BIL Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
 - h. Real estate for the improvement.
 - i. Preliminary engineering and design.
 - j. State review services for design ID 6999-18-08
 - k. Other 100% Municipality funded items: Repair and maintenance of haul roads
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction 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 Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 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. 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 Urbanized Area STP-Urban projects, the subject FFY 2022 BIL Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2023, or by June 30, 2028.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. 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:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. 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.
 - j. Upgrade of existing curb ramps to meet ADA and State standards prior to August 1, 2022.

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 State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The 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 with 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.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

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 be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or 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.
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. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

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

24. The Municipality agrees to the following FFY 2022 BIL Urbanized Area STP-Urban project funding conditions:
 - a. ID 6999-18-08: Design is funded 100% by the Municipality. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities to be funded 100% by the Municipality.
 - b. ID 6999-18-78: Construction:
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of \$484,392, when the municipality agrees to provide the remaining 20%, and any funds in excess of the \$484,392 federal funding limit.
 - ii. Non-participating costs for maintenance and repair of haul roads are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities.

[End of Document]

AGENDA ITEM

Discussion and possible action on the State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue

BACKGROUND

The City has applied for, and has been granted, partial project funding by WisDOT through the Transportation Alternatives Program. The proposed use of the funds would consist of project design and construction for a 1.78 multiuse trail connecting the new 72nd Avenue Trail to Innovation Way. Funding will not include project administration and coordination with WisDOT and consultants, which will be completed by city staff. The State/Municipal Agreement details the responsibilities of both the State and the City as it pertains to this project. A copy of the agreement is attached for your review.

The grant application was submitted prior to bid openings for the 72nd Avenue Trail and estimated construction costs were calculated based off estimates for the 72nd Avenue Trail during the design process provided by our consultant. The actual bid prices for the 72nd Avenue Trail were much higher than estimated, primarily for boardwalk and boardwalk related items. The proposed trail has approximately 650 ft. of boardwalk, thus an updated construction cost is much higher than what was submitted with the grant and the terms of the grant are less favorable.

City staff has consulted with WisDOT to discuss reducing the scope of the trail due to the increased costs and WisDOT is amenable to such change, however, a request must be submitted and approved. Staff has provided multiple options with updated costs for discussion and possible action. Construction would take place in 2025.

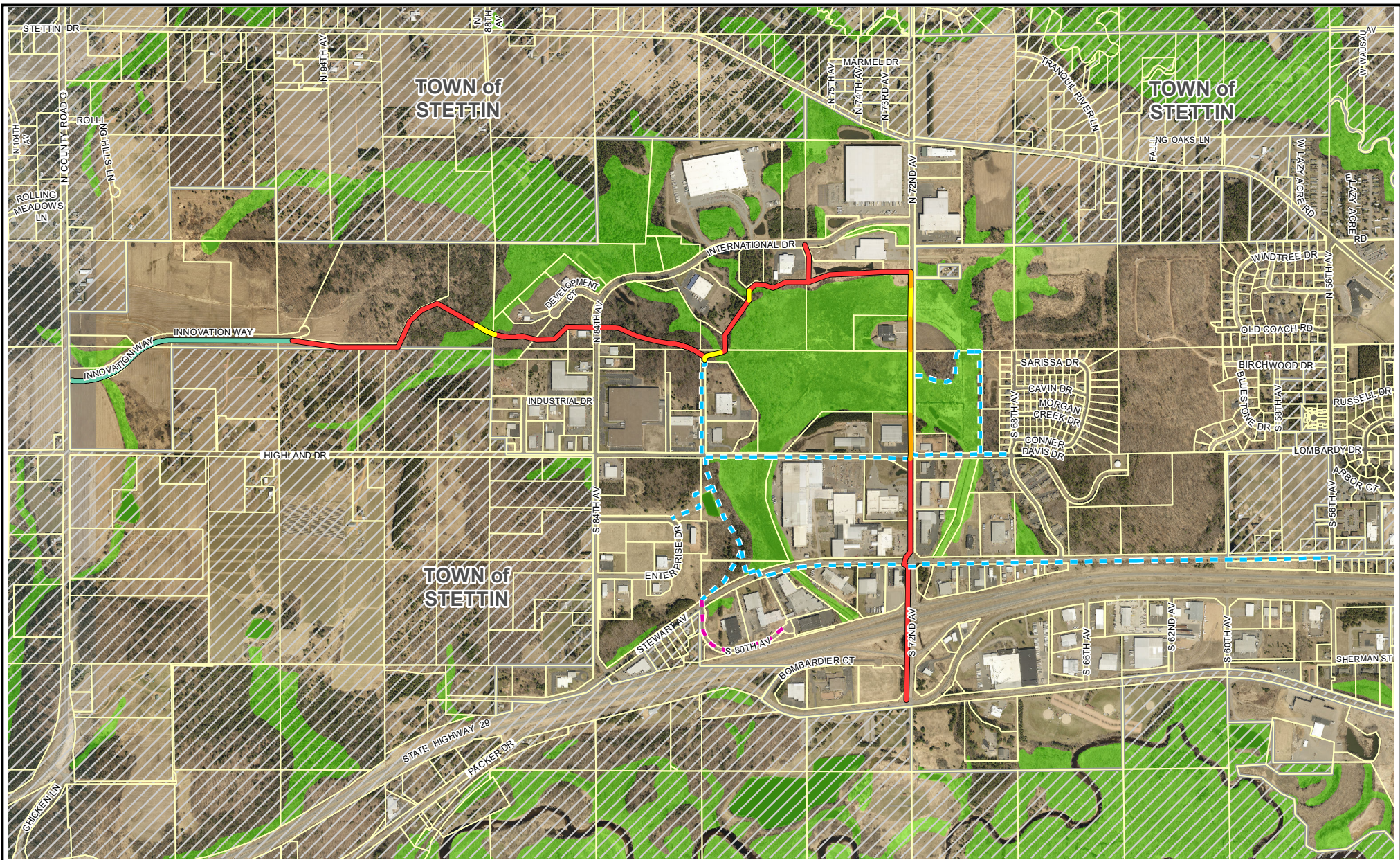
FISCAL IMPACT

Trail Route	Estimated Cost	TAP Grant	City Share
72nd Avenue - Innovation Way (Original)	\$1,257,072.00	\$1,005,658.00	\$251,414.00
72nd Avenue - Innovation Way (Updated)	\$4,026,721.00	\$1,005,658.00	\$3,021,063.00
72nd Avenue - 80th Avenue	\$1,600,268.00	\$1,005,658.00	\$594,610.00
72nd Avenue - 84th Avenue	\$2,226,208.00	\$1,005,658.00	\$1,220,550.00
84th Avenue - Innovation Way	\$2,054,579.00	\$1,005,658.00	\$1,048,921.00

STAFF RECOMMENDATION

Staff recommends submitting a change request for the trail section from 72nd Avenue to 84th Avenue.

Staff contact: TJ Niksich 715-261-6748



- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
 4. AERIAL PHOTO SHOWN HEREON FLOWN APRIL 2016.



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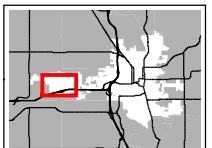
Map Date: January 24, 2018

WAUSAU BUSINESS CAMPUS TRAIL **CITY OF WAUSAU** **Marathon County, Wisconsin**

Legend

- Existing Multi-Use Trail
- 2,921' - Under Construction
- 11,862' - Proposed 10' Wide Asphalt Trail
- 1,125' - Proposed on Road Trail
- 1,856' - Proposed Wetland Boardwalk
- Future Campus Trail Network
- Parcels
- Surrounding Municipalities
- DNR Wetlands (2015)

Map Location





**STATE/MUNICIPAL
AGREEMENT FOR AN
INFRASTRUCTURE
TRANSPORTATION
ALTERNATIVES
PROGRAM (TAP)
PROJECT**

Subprogram #: 290

Program Name: TAP

Revised Date:

Date: **November 4, 2022**

I.D.: **6999-18-11/81**

WisDOT UEI #: **CBE4JHP1S8H7**

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: **BUSINESS CAMPUS TRAIL E/W CONNECTOR**

Location/Limit: **INNOVATION WAY TO 72ND AVENUE**

Project Length (if applicable): **9,423 FT**

Project Sponsor: **CITY OF WAUSAU**

County: Marathon

MPO Area (if applicable): **Wausau MPO**

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

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

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

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor 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 - This key connection between existing and future trails provides a safe alternative to existing roads with steep hills, no bicycle or pedestrian facilities, and high traffic volumes (especially trucks) and speeds in a growing area. Additionally, this trail network connects the Business Campus to the communities of Kronenwetter, Rib Mountain, Rothschild, Schofield, Weston, and others in multimodal network of trails, bicycle lanes, sidewalks, and the MPO's regional bike routes.

Proposed Improvement - The proposed project is a multi-use trail through Wausau's Business Campus, as depicted in several TID, City, County, and MPO Plans, to connect a center employing thousands to the entire region while providing an amenity for existing businesses. The proposed trail links an existing trail on the rapidly developing Innovation Way to a future north-south trail along 72nd Street (TAP, 2022). The 72nd Street Trail will connect this proposed trail to future facilities on Stewart Avenue (STP-U, 2024), providing a bicycle and pedestrian facility that connects the entire western half of the City to Downtown Wausau (5 miles east) and the region (County pop. 138,013).

The trail is primarily 10-foot wide asphalt, to be plowed in winter, that serves users of all abilities. The route minimizes wetland impacts, but 3 short boardwalks will cross them. The trail travels through undeveloped, scenic City-owned property, requiring no real estate acquisition. The trail reduces conflicts between bicycles and pedestrians and heavy trucks while providing a recreational amenity and connection to other land uses in an auto-oriented area. The trail benefits business park tenants (who express support for the project) and the State of Wisconsin by encouraging economic development and talent retention.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

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

The subject project is funded with 80% federal funding up to a maximum of \$1,005,657 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,005,657 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

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

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

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

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

SUMMARY OF COSTS

PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 6999-18-11					
Design	\$180,950	\$144,760	80%	\$36,190	20% + BAL
State Design Review	\$16,201	\$12,960	80%	\$3,241	20% + BAL
Design Total	\$197,151	\$157,720		\$39,431	
ID 6999-18-81					
Participating Construction	\$1,044,921	\$835,937	80%	\$188,984	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Construction Engineering	\$0	\$0	80%	\$0	100%
State Construction Review	\$15,000	\$12,000	80%	\$3,000	20% + BAL
Construction Total	\$1,059,921	\$847,937		\$211,984	
Total Est. Cost Distribution	\$1,257,072	\$1,005,657	N/A	\$251,415	N/A

*This project has a TAP federal funding maximum of \$1,005,657. This maximum is cumulative for all federally funded project phases.

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

Signed for and on behalf of the: **City of Wausau** (please sign in blue ink)

Name:

Title:

Signature _____

Date _____

Signed for and on behalf of the State:

Name: Shannon Riley

Title: WisDOT North Central Region Planning Chief

Signature _____

Date _____

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. State Review Services.
 - k. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:
- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the 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 State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

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

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

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

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

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

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$1,005,657 is cumulative for all federal funded project phases.

[End of Document]

AGENDA ITEM
Discussion and possible action on the State/Municipal Agreement for West Wausau Avenue from Stevens Drive to North 10 th Avenue
BACKGROUND
The city applied for and is receiving federal funding thru the STP Urban program to reconstruct West Wausau Avenue from Stevens Drive to N. 10 th Ave. A copy of the SMA is attached.
FISCAL IMPACT
The City cost share is estimated at \$649,562.
STAFF RECOMMENDATION
Staff recommends approving the SMA.
Staff contact: Allen Wesolowski 715-261-6762



Division of Transportation
System Development
North Central Region
510 North Hanson Lake Road
Rhineland WI 54501

Tony Evers, Governor
Craig Thompson, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (715) 365.3490
Facsimile (FAX): (715) 365.5780

E-mail: ncr.dtsd@dot.wi.gov

January 3, 2023

Eric Lindman
Director of Public Works and Utilities
City of Wausau
407 Grant Street
Wausau, WI 54403

Eric,

Enclosed for signature is the project agreement for the following project that has approved funds in the BIL FFY 2023-2026 Program.

Project ID: 6999-00-16/76
C Wausau, West Wausau Avenue
Stevens Drive to North 10th Avenue
Marathon County

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by mail or email to the Department with signatures prior to Friday, February 3, 2023 at this address:

North Central Region
Attn: Ben Roskoskey
510 North Hanson Lake Road
Rhineland, WI 54501

or benjamin.roskoskey@dot.wi.gov

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

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

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

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (715) 365-5783 or email benjamin.roskoskey@dot.wi.gov.

Sincerely,

Ben Roskoskey

Ben Roskoskey
Local Programs Manager – NC Region



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBAN
PROJECT**

Program Name: STP-URBAN

Population Group: 50,000 to 200,000

Sub-program #: 206

**Cycle: FFY 2023-2026 Bipartisan
Infrastructure Law (BIL)**

Date: January 3, 2023

I.D.: 6999-00-16/76

Road Name: C Wausau, West Wausau Avenue

Limits: Stevens Drive to North 10th Avenue

County: Marathon

Roadway Length: 0.3 miles

Functional Classification: Collector

Project Sponsor: City of Wausau

The signatory, **City of Wausau**, 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: This 0.3-mile stretch of West Wausau Avenue from Stevens Dr. to N 10th Ave. is an urban cross section and has two 11-foot concrete travel lanes with 9-foot concrete shoulders (curb and gutter). There is sidewalk only on the north side of W Wausau Avenue in front of Wausau West High School. Parking is only allowed on the south side of the roadway. The Average Daily Traffic is 1400 (2019), the posted speed limit is 25 mph. The pavement is in poor condition with severe cracking. The current pavement rating is 4 and the last improvement was made in 1969.

West Wausau Avenue is an Urban Collector that serves the west side of Wausau. This segment of roadway also serves as the primary entrance for Wausau West High School. The existing concrete pavement is experiencing severe deterioration and cracking and is in need of replacement.

Proposed Improvement - Nature of work: Reconstructing approximately 1,600 feet of West Wausau Avenue from Stevens Dr. to N 10th Ave. in the City of Wausau using hot mix asphalt. The project will be designed to meet current standards as per the WisDOT Facilities Development Manual. Moderate grading is anticipated. The proposed project will involve removing the existing deteriorated pavement, installing new sewer and water utilities, and reconstructing the roadway. The sewer and water utilities will be 100% funded by the Wausau Water Works. The roadway is proposed to be an urban section with curb and gutter. The project will include adding 5-foot sidewalk to the south side of West Wausau Avenue along the entire length of the project and replace the existing sidewalk on the north side. Roadway will be closed during construction. Right of way acquisition for temporary limited easements (TLE) is anticipated.

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: Items to be 100% locally funded could include, but may not be limited to, maintenance and repair of haul roads, installation of new sewer and water utilities, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, compensable utility moves and real estate acquisition.

The Municipality agrees to the following FFY 2023-2026 BIL Urbanized Area project funding conditions:

Project ID **6999-00-16** design costs are funded with **100%** by the Municipality including state review of design costs.

Real Estate, Railroad, and utility costs are locally funded – non-participating. Non-participating costs are 100% the responsibility of the Municipality.

Project ID **6999-00-76** construction costs are funded with **80%** federal funding up to a funding limit of **\$1,212,247**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$1,212,247** federal funding limit. 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 **2026**. Sunset date: **June 30, 2031**

In accordance with the State's sunset policy for STP-Urban projects, the subject FFY 2023-2026 BIL STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2026, or by June 30, 2031.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. 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. In no event shall federal funding exceed the estimate of **\$1,212,247** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 6999-00-16					
Design	\$0	\$0	0%	\$0	100%
State Review	\$16,500	\$0	0%	\$16,500	100%
<i>Project totals</i>	\$16,500	\$0		\$16,500	
ID 6999-00-76					
Participating Construction	\$1,305,309	\$1,044,247	80%	\$261,062	20%+ BAL
Construction Engineering	\$190,000	\$152,000	80%	\$38,000	20%+ BAL
Non-Participating Construction	\$330,000	\$0	0%	\$330,000	100%
State Review	\$20,000	\$16,000	80%	\$4,000	20%+ BAL
<i>Project totals</i>	\$1,845,309	\$1,212,247		\$633,062	
Total Est. Cost Distribution	\$1,861,809	\$1,212,247	N/A	\$649,562	N/A

*Construction ID# 6999-00-76 federal funding is limited to \$1,212,247

This request is subject to the terms and conditions that follow (pages 3 – 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 Wausau (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink.)	
Name (print) Shannon Riley	Title NC Region Planning Section Chief
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
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.
 - 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 and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid 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 FFY 2023-2026 BIL Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

- a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - 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. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction ID **6999-00-76**
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 subject to project funding limits in the Summary of Costs Table. 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 FFY 2023-2026 BIL Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
 - h. Real estate for the improvement.
 - i. Preliminary engineering and design.
 - j. State review services for design ID **6999-00-16**.
 - k. Other 100% Municipality funded items: **installation of new sewer and water utilities**

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction 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 Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 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. 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 Program projects, the subject FFY 2023-2026 BIL STP improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (2026) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. 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:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.

- i. 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 State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The 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 with 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.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

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

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

24. The Municipality agrees to the following FFY 2023-2026 BIL Urbanized Area STP-Urban project funding conditions:
 - a. ID 6999-00-16: Design is funded 100% by the Municipality. This phase includes plan development and state review. This work includes project review, approval of required reports and documents and processing the final Plan, Specification and Estimate (PSE) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded with 0% federal funding and 100% by the Municipality.
 - b. ID 6999-00-76: Construction:
 - i. Costs for participating construction items are funded with **80%** federal funding up to a funding limit of **\$1,212,247**, when the Municipality agrees to provide the remaining **20%**, and any funds in excess of the **\$1,212,247** federal funding limit.
 - ii. Non-participating costs **such as maintenance and repair of haul roads, sanitary sewer lines, water lines, adjustment of water service boxes, gate valves, adjustment of sanitary sewer manholes** 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]

AGENDA ITEM
Discussion and possible action on the renaming of the east/west segment of South 18 th Avenue between South 17 th Avenue and South 18 th Avenue
BACKGROUND
This segment of South 18 th Avenue is proposed to be renamed due to inconsistency with current named avenues and confusion from motorists. Staff has received a request from the Lindell family, the owner of the adjacent parcels, to rename the street Crossroads Way.
FISCAL IMPACT
Minimal, new signs.
STAFF RECOMMENDATION
Staff recommends approving the new name.
Staff contact: Allen Wesolowski 715-261-6762

ArcGIS Web Map

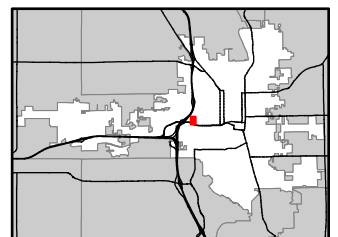
City of Wausau / DPW

Date Printed: 1/5/2023

0 0.01 0.02
mi

 Municipal Boundaries

Segment of 18th
Ave to be
renamed.



NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.

2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.

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