



OFFICIAL NOTICE AND AGENDA

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
Date/Time:	Thursday, February 9, 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. Approval of minutes of the January 12, 2023 meeting.
2. Discussion and possible action on driveway request for 2201 Grand Avenue.
3. Discussion and possible action on parking restrictions on North 2nd Avenue between Eldred Street and Strowbridge Street.
4. Discussion and possible action on parking restrictions on Summit Drive from Beechwood Drive to North 3rd Avenue.
5. Discussion and possible action on lease with Lamar Advertising for billboard signs at Bridge Street and 3rd Street.
6. Discussion and possible action on design alternatives for Downtown Street Redevelopment.

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 agendized, 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 01/26/23 @ 8:30 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

It is possible that members of and possibly a quorum of the Common Council and/or members of and possibly a quorum of other committees of the Common Council of the City of Wausau may be in attendance at this meeting to gather information. No action will be taken by any such groups at this meeting other than the committee specifically referred to in this notice.

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, Scholfeld Group, Clark Dietz, Inc., Brown and Caldwell, Property owners on N. 2nd Ave between Eldred Street and Strowbridge Street, Property owners on Summit Drive between Beechwood Drive and N. 3rd Ave.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 12, 2023, 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, Jill Kurtzhals, Tom Kilian, Lori Wunsch, Norman Barrientos – Barrientos Design & Consulting

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.

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

The presentation given by Barrientos Design can be viewed at <https://www.youtube.com/watch?v=P7avLF6J904>.

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)

Rasmussen likes the site and feels it is a workable compromise. There has been spirited debate about what the site should be and that has stalled progress while the facility needs have not gone away. She believes Option 2 makes sense. She loves the reuse of the office building as it has great historical aesthetics. It would give a nod to the history of the site by preserving the front building. She feels it is a reasonable compromise and the direction we need to go even if we have to look at phased or staged construction. We know the immediate needs. If we would later come to own some of the parcels to the west, we could add things later. Starting with this with an eye toward potential expansion makes sense. She could care less if this plan does not dovetail with the County plan because their movement on that is incredibly slow. We cannot afford to wait for them. She feels we should go to the next design step and figure out the real viability of the site. That would set us on a path where we have forward momentum. We would be in a better spot if we at least go to the next phase with Option 2.

Gisselman agrees with Rasmussen. He questioned the timeline for development. Barrientos indicated the design could be finished the end of August and it would provide defined numbers. After the budget process, he would start on final design. He believes there would be about 9 months of design, which brings it to August of 2024 for final design. That would include a cost estimate and the project could probably be bid in December of 2024. There would be about a 14-month construction period.

Diny noted that there is a small lot across the street and a trucking facility. He questioned if there would be a different design if an opportunity came up across the street. Barrientos believes that would be an excellent opportunity for bulk storage, additional parking, or cold storage; it is a compatible use to put Public Works functions. The whole area has good potential use.

Kilian said this sounds encouraging. It has been a long process and he is hopeful it will proceed smoothly. In the realm of caution should we ever have to backstep and look at other alternatives that are in the work product, he noted that page 17 of the packet contains a scoring matrix that is similar to what has been in past packets. In the October 14, 2021 CISM packet there was a similar scoring matrix with a site redacted in black on page 33 and on page 35 there was a column removed. He has never seen anything redacted like that from work material. Barrientos believes that the Cleveland Ave site was taken out. Lindman mentioned that was done after Council had indicated no more action was to be taken on that site. He does not know if it was the appropriate way to handle that. Because we did investigate that site when this process was first started, Lindman believes the information should be included as the report gets amended. Since that Council action was taken, the site has not been further investigated. We have not gone back to update cost estimates or revisit the larger sites because the committee did not want us to spend our time on that. Redacting that information in Lindman's opinion was probably not the way to go. We should have the information documented as it was looked at at one time.

Kilian noted that was the first CISM meeting after the September 14, 2021 Common Council meeting where they took formal action to remove Cleveland Avenue from the feasibility study. The unredacted matrix in the packet gives cost estimates on various sites. The environmental row for Cleveland Avenue notes zero dollars for potential environmental costs. 1300 Cleveland Avenue is an open state ERP site with identified widespread soil contamination on the site. The DNR requested the City undergo PFAS groundwater testing. After the first round of testing, the Committee of the Whole met in February of 2021. The environmental consultant, GEI, provided cost estimates for remediation of the site. This was after the first round of testing and prior to the second. The second round of testing identified even more contamination. GEI's top end estimate was \$525,000, which would likely be much lower than we could anticipate today because of the results from the second round of testing. This presented confusion in the matrix, and he encouraged it to be updated.

Barrientos asked if the committee would like the environmental costs updated. Larson does not want any more money spent on that site since it is not on the table. Rasmussen thought it was zero because an assumption was made the cleanup would already be done by the time this project took flight. As the committee they have agreed by consensus that 1300 Cleveland Avenue has become irrelevant. Even though there is a premium with some of the elements of the West Street site, the timing gives us time to plan for borrowing. As adjacent TID districts close, particularly TID 6, Finance could look to see if we could reclaim that extra year of increment. It may be possible to capture some dollars based on the timing.

Rasmussen moved to select this site and configure it as proposed Option 2 preliminary design and move to the next phase of design. Gisselman seconded and the motion passed 5-0.

CONSENT AGENDA

- A. Approve 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**

Henke moved to approve the consent agenda items. Diny seconded and the motion carried unanimously 5-0.

Discussion and possible action authorizing the sale of 1515 Curling Way

Rasmussen moved to approve the sale of 1515 Curling Way as recommended. Gisselman seconded.

Gisselman asked how the City acquired this piece. Wesolowski explained the parcel to the south is owned by the Railroad. They have been using 1515 Curling Way as a parking lot. A parking lot would be their intended use. To the north the City owns another lot, but the Railroad is not interested. On the furthest north parcel is a small detention pond owned by the City, which we would not sell. The Railroad has expressed interest in purchasing 1515 Curling Way.

There being a motion and a second, motion to approve the sale of 1515 Curling Way carried unanimously 5-0.

Discussion and possible action on the first revision to the State/Municipal Agreement for North 18th Street from STH 52 to Sell Street

The initial agreement was a \$218,000 cost share. The agreement has been revised to the City's benefit and reduces the cost share to \$148,816. The project has been bid with construction expected this spring.

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

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

Niksich explained this would be another trail in the Industrial Park. It would connect to the 72nd Avenue trail to be constructed this year and then run to Innovation Way. Staff applied for funding about a year ago before we saw the increase cost for the 72nd Avenue trail. The estimated cost is about \$1.2 million, which we were granted. However, seeing the bid for the 72nd Avenue trail, we reran the costs. The trail would be upwards of \$4 million, making the grant less favorable. Through discussions with the DOT, there are options they may be willing to entertain. The first option would be to have the trail run from 72nd Avenue to 80th Avenue. The second option is from 72nd Avenue to 84th Avenue. The third option is 84th Avenue to Innovation Way. The options are still above the original projected cost, but we would still receive a considerable amount of grant money towards improving our trail network in the Industrial Park.

One other option would be to finish the portion of 72nd Avenue Trail that was removed this year because of the cost increase. We would possibly apply for a scope change to construct the portion of trail from Stewart Avenue to Packer Drive into Sunnyvale Park. The DOT was cautious in saying that would be approved as it would have to go to the Federal Highway Administration. That would cost about \$700,000 including design.

Rasmussen noted that our portion is expected to be funded with tax increment dollars. This area presents challenges; there is conflict between heavy trucks, vehicles, pedestrians, and bikes. We favor trails in this area to eliminate that conflict and make the area safer. She feels it makes sense to continue with the trail even if the trail needs to be built in segments. If we started with 72nd Ave to 84th, in future years we could apply for additional grant segments. The need for the trail is not going away. She believes the best option would be to get the first leg done, 72nd to 84th, and push forward from there. That would allow us to leverage the maximum amount of the grant dollars.

Gisselman agrees but also likes the segment from Packer Drive into Sunnyvale. There are a lot of walkers and bikers in the area. That segment would create loops and opens up more recreation destinations. He questioned how the trail would be under the highway as the area is tight. Niksich said the design was completed as part of the 72nd Avenue Trail. This would pick up where we left off. We would have to build a retaining wall underneath the highway overpass. Wesolowski stated there are always grant funding cycles. We could apply in the future to finish that portion. He believes it would score high because it is a connection to existing trails.

Rasmussen feels a scope change on an existing application is a gamble. She does also favor finishing the 72nd Avenue leg to Sunnyvale but believes if submitted as a separate project the chances of success are higher. 72nd to 84th is a longer segment and would maximum grant dollars in this cycle. If we try to dial down the grant received or try to transfer it, we may not fair well. Larson agrees.

Diny noted that the calculations were off primarily by the consultant and asked if that consulting firm would be involved moving forward. Niksich said the consultant was part of the 72nd Avenue Trail. The east/west connection would go out for RFP. Diny asked what the recommended section of 72nd to 84th would cost. Niksich replied roughly \$1.2 million. Diny added another option would be to postpone it entirely.

Rasmussen asked if the primary concern is the amount of our share. If we are looking to reduce our share but yet maximize grant dollars, the leg from 72nd Ave to Innovation Way shortens up our contribution while still getting a segment completed. Discussion followed.

Gisselman asked if there was a road between Innovation Way and 84th Avenue. Per Niksich it is all wooded. Gisselman asked if there was a plan or if we were waiting for development. He asked if it would be better to have a trail attached to a road. Larson asked if the trail could be attached to the street from 72nd Ave to 84th Avenue as a bike lane. Niksich indicated there are ditches and no curb and gutter. Those are all costs that would have to be implemented. There is also limited right-of-way so there would be right-of-way acquisitions. The proposed project is projected to be all on City property. Wesolowski added that the trail from 84th to Innovation Way follows a utility corridor and is already cleared. The trail would be over the sewer and water corridor. There was some design for Innovation Way to continue to Development Court. There is a 40-acre parcel at the end of the

cul-de-sac on Innovation Way that Community Development is marketing. If that parcel is sold to one user, Innovation Way would not continue through.

As a pedestrian, Henke would vote for Innovation Way to 84th Avenue. It would provide a nice walk or bike ride through the woods. If worried about cost, he does like the option of 72nd to 84th. As long as we do something and take advantage of the grant, Rasmussen is on board.

Henke moved to approve Niksich's recommendation of 72nd Avenue to 84th Avenue. Rasmussen seconded and the motion passed 4-1 with Diny the dissenting vote.

Discussion and possible action on the State/Municipal Agreement for West Wausau Avenue from Stevens Drive to North 10th Avenue

Staff applied for funding to reconstruct West Wausau Avenue from Stevens Drive to 10th Avenue. This was a competitive process through Wausau Area MPO. Funding has been received with the City obligated for \$649,000, which is primarily for utilities. This is an 80/20 cost share. The project is likely to be constructed in 2026.

Rasmussen is glad this was awarded as the road is terrible and not a candidate for overlay.

Rasmussen moved to approve the State/Municipal Agreement for West Wausau Avenue. Henke seconded and the motion carried unanimously 5-0.

Discussion and possible action on the renaming of the east/west segment of South 18th Avenue between South 17th Avenue and South 18th Avenue

Wesolowski explained this is an odd situation where 18th Avenue intersects to 18th Avenue. The area is in the midst of redevelopment, and it would be good to clean it up. The Lindell family has owned most of the surrounding property for some time. This is where Crossroads Cinema was located and Crossroads County Market. The Lindell family suggested naming this portion of roadway to Crossroads Way. Staff did check with the County, and there is not a road within the County named Crossroads.

Rasmussen likes this idea as it gives a nod to the first developments. A lot of things were marketed out there as Crossroads because of the intersection of Hwy 51 and 29. This would clear up the 18th Avenue conundrum.

Rasmussen moved to approve. Gisselman seconded.

Gisselman asked if the area west of 18th Avenue is a public street. Wesolowski explained the right-of-way ends there and west of 18th Avenue is private.

There being a motion and a second, motion to approve carried unanimously 5-0.

Presentation by DPW staff on snow plowing operations

Kraege stated there have been 14 events so far this year. He acknowledged his staff who have been working hard to get the streets clear. The way they respond to snow events is progressive. There is no magic formula; it is based upon the weather.

There are 3 facets with the first being plowing. Several routes are identified as priority. When it comes to plowing, the priority streets are maintained, and staff tries to keep them open throughout the storm. Maps of priority routes are on the website. The purpose of the routes is to make sure people can get where they need to go and to keep businesses functioning. People typically only have to travel 3 blocks to get to a plowed street.

The next portion is treatment of the streets. There are salt routes, which are routes identified as high traffic areas, school zones, and hospital areas. Any street not identified as a salt route is a sand route. Salt is not applied to

these streets, only sand with the purpose to maintain traction and allow people to navigate the streets safely. Sidewalk routes are another route where sand is used. They do not like to use salt on sidewalks as it kills lawns, and we would be dealing with dead grass. There are sand barrels located throughout the City for residents to use. A stockpile is also kept at the DPW facility.

The last phase is snow storage. As winter continues crews scrape away and haul to the snow dump to let Mother Nature melt it off.

Kraege invited alders to take a ride with a plow driver. It is impressive to watch the crew members.

Diny said there are a lot of odd lots and asked how DPW manages sidewalk snow removal. Kraege said skid steers with multiple attachments are sent out to clear sidewalks and City parking lots.

Larson understands the importance of keeping the main streets open. He noted his street has been glare ice. There are no sidewalks and people cannot walk their dogs. It is hazardous for the mailman and deliveries. He asked if there was any plan to better take care of the side streets. Besides killing grass, Kraege said there is an environmental concern with using salt. When it comes to side streets, their goal is to work with Mother Nature. As we get warmer weather, we will send equipment back out to scrape and let the sun take care of it. Larson lives off Stewart Avenue on 22nd Place. There are some City-owned sidewalks that have yet to be maintained since the last snowstorm. Kraege will check on the specific locations and noted there was some equipment down. Wesolowski mentioned that Engineering does keep track of sidewalk complaints. If anyone has a concern of a walk that is not clear, they can contact Engineering.

Rasmussen indicated there is a marked difference this year than in past years. We have had a seasonal shift with thawing and refreezing. Residents are usually realistic with expectations, but they do expect that we adequately sand curves, corners, hills, and intersections. Some side streets are like glass with some having as much as 4" of buildup. Mail carriers and delivery drivers have fallen in areas where they have to walk. She feels this year there is a different level of application of sand. The weighted sand burns through and lays there; it is now underneath the buildup. She noted that a couple of snow events came on the weekend, and they were not high-volume snow events. Crews were not brought in which contributed to some of the buildup as cars drove over it for 2½ days. Even if there is a low volume snow event on the weekend, she does not think we can afford to wait until Monday as it creates issues. We have a situation now where a lot of streets feel like logging roads due to the buildup. Residents have asked how we can enforce residents to clear sidewalks when the streets are ice rinks. She understands we want to use best practices and apply less material, but we have to have a balance. Kraege said the weather hit hard. Typically, on snow events with little amounts, they only bring in the salt crews to hit the mains, but he can look at changing directive. Rasmussen said we budget for that; what we save in a good year, we spend in a bad. We cannot afford to risk safety.

Larson agrees and also commended the department for the job done. He often refers to his forgotten neighborhood, but it has not been forgotten this year.

Gisselman asked how staff deals with snow from Granite Peak. He is concerned that there will be more snow coming off the mountain. Sometimes more than an inch can accumulate. Kraege said they take it as it comes. In the past Lindman has had conversation with Granite Peak and they have been responsive in shutting machines down until the wind shifts.

Adjourn

Diny moved to adjourn the meeting. Henke seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 6:55 p.m.

AGENDA ITEM
Discussion and possible action on driveway request for 2201 Grand Avenue
BACKGROUND
The Engineering Department received a request for a driveway entrance at 2201 Grand Avenue. The request is attached. This section of Grand Avenue between Kent Street and Lakeview Drive is controlled by an access management plan which is under Section 12.20.080 of the Wausau Municipal Code. This section of the code is attached for reference. Under this code, any additional driveway would need to be approved by Council.
FISCAL IMPACT
None, the owner would be responsible for any driveway cost.
STAFF RECOMMENDATION
Staff has reviewed the request for a driveway opening on Grand Avenue and does not support the addition of a driveway. The access management plan was put in place when this segment of Grand Avenue was reconstructed to minimize the conflict points of cars entering and exiting driveways to minimize crashes and increase safety. The ordinance makes it clear that a parcel with access on a side street is not to have a driveway on Grand Avenue. This parcel has 3 driveways on East Kent Street with good access. Also, the intersection of East Kent Street is a signalized intersection with turn lanes, allowing very good access to Kent Street for vehicles on Grand Avenue. The addition of a driveway on Grand Avenue at this location would introduce another point of conflict for drivers and a higher likelihood of additional crashes. The current proposal is for an entrance only, staff is also concerned this would not be enforceable and there is a strong chance drivers would use this as an exit.
Staff contact: Allen Wesolowski 715-261-6762

Request for entrance-only driveway at 2201 Grand Avenue

Location of driveway: On the east side of Grand Avenue across from Eau Claire Boulevard as shown on Exhibit A.

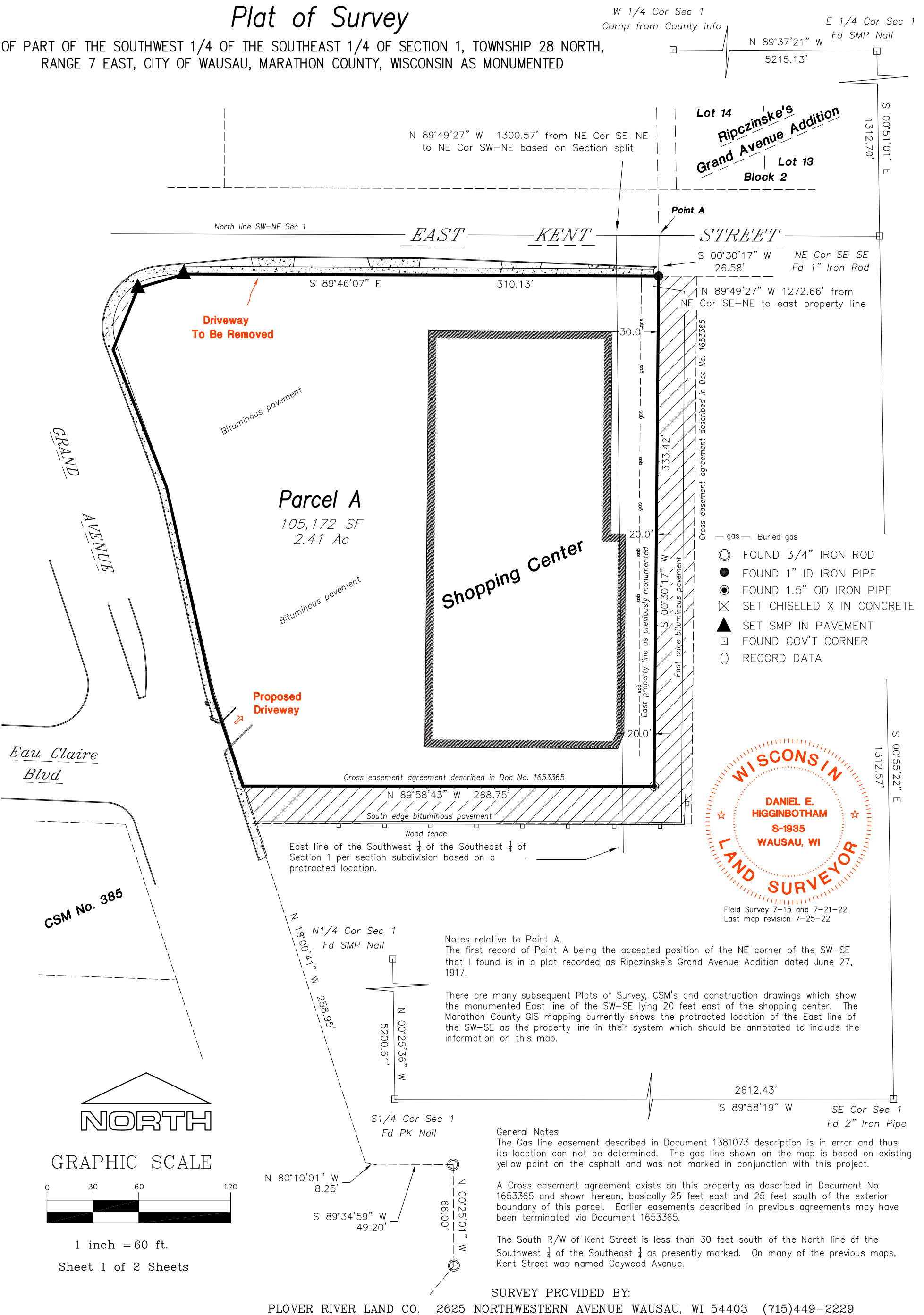
Reasoning for requesting the new entrance: Feedback from potential tenants have suggested that the direct vehicular access from Grand Avenue is important to them. To shop at the southernmost store within the Shopping Center a person travelling North on Grand Avenue currently must pass the 400 foot width of the Shopping Center and then turn East on Kent Street roughly 200 feet and then South 400 feet through the parking lot of the Shopping Center. If the entrance-only access were permitted on Grand Avenue, the person would simply turn into the Shopping Center at the South end of the parking lot and immediately be at the southernmost shop. This is an important consideration for some tenants. The easier it is for the owner to lease the shops the more desire there will be to make more substantial improvements to the facility which is in the best interest of everyone in the area. The owner is already planning exterior power washing, repairing and painting the front of the building, revamping site lighting, new parking striping and limited interior remodeling. The improvements to this site mirror other recent re-development initiatives along this area of Grand Avenue.

Information relevant in decision making: This would be an entrance-only driveway entering the property to the east from north bound Grand Avenue. The driveway will be built so that exits will not occur at this location. Many pictures of existing businesses with multiple driveways along Grand Avenue and 17th Avenue are included with this packet. All of the businesses shown on the attached photos have driveways permitting both ingress and ingress at multiple locations on a single lot. The driveway being requested (Exhibit A) is an angled access-only driveway which would not require a significant slowing of traffic to prepare for angling right into the parking lot.

Safety upgrade: If he is permitted to build this entrance, then the owner would eliminate the westernmost driveway on the South side of Kent Street which is only 76 LF from the Grand Avenue R/W. The next driveway to the east is directly across the street from the Westerly Kwik Trip driveway and will be enhanced as the main driveway into the Shopping Center.

Plat of Survey

OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 NORTH,
RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN AS MONUMENTED





101 E Ross Ave
Payday Loans Multiple Drives

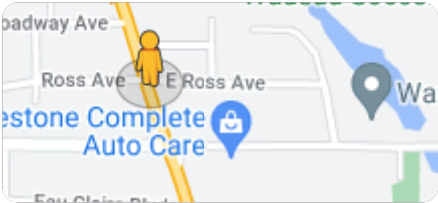
Wausau, Wisconsin



Street View - Oct 2011



Image capture: Oct 2011 © 2023 Google



Google Maps

1898 Grand Ave

Wausau, Wisconsin

 Google



Street View - Sep 2019



Image capture: Sep 2019 © 2023 Google



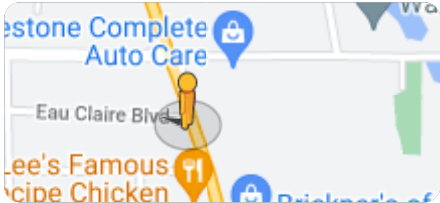


2301 Grand Ave
Shopping Center across from subject Property

Wausau, Wisconsin
Google
Street View - Sep 2019



Image capture: Sep 2019 © 2023 Google





924 S 17th Ave
Health in Motion



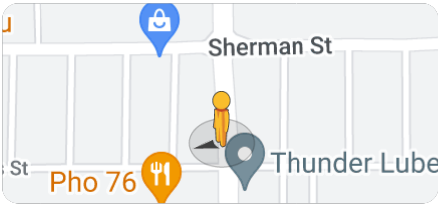
Wausau, Wisconsin



Street View - Sep 2019



Image capture: Sep 2019 © 2023 Google



12.20.080 - Access management on Grand Avenue.

In order to protect the public safety and improve the traffic carrying efficiency of Grand Avenue from its intersection with Kent Street south to the south City limits, the following motor vehicle access control criteria are established for this section of Grand Avenue:

- (a) Each parcel of land as identified by a separate tax key number in existence at the time of adoption of the ordinance codified in this section is entitled to one access onto Grand Avenue except if access is available to the property by an adjacent City street, then no additional access shall be provided directly onto Grand Avenue by way of a drive approach. The property will have access to Grand Avenue via the adjacent City street.
- (b) Driveway widths for commercial land uses shall be 20 feet for one-way traffic and 30 to 36 feet for two-way traffic.
- (c) Where an alley abuts a property and junctions with Grand Avenue, a driveway access to Grand Avenue may be installed in conjunction with the alley totaling 36 feet in order to provide improved ingress into the alley if a vehicle is waiting to exit.
- (d) No opening other than at street intersections shall be provided in the nonmountable median on Grand Avenue with the following exceptions:
 - (1) An opening to allow northbound traffic only to cross the median and enter the north driveway at Lee's Famous Recipe Chicken Restaurant at 2412 Grand Avenue; vehicles exiting the property shall be prohibited from using this median opening;
 - (2) An opening to allow only traffic which is exiting from the driveway centered on the public alleyway between 2303 and 2312 Grand Avenue to cross the median to travel north; northbound traffic on Grand Avenue shall be prohibited from making a left turn at this median opening.
- (e) No driveways other than those shown on the map entitled, Grand Avenue Access Management Plan, dated January 24, 1996, shall be allowed on Grand Avenue unless separate action by the Common Council approves said additional driveway.
- (f) Nonconforming driveways or access. Driveways or other access to Grand Avenue existing on the date of adoption of the ordinance codified in this section may be continued in their present use, but shall conform to this section following reconstruction of Grand Avenue. These existing driveways may not be expanded in width or otherwise modified without a permit.
- (g) Any person who violates this section shall, upon conviction thereof, forfeit not less than \$50.00 nor more than \$500.00 together with the cost of prosecution.

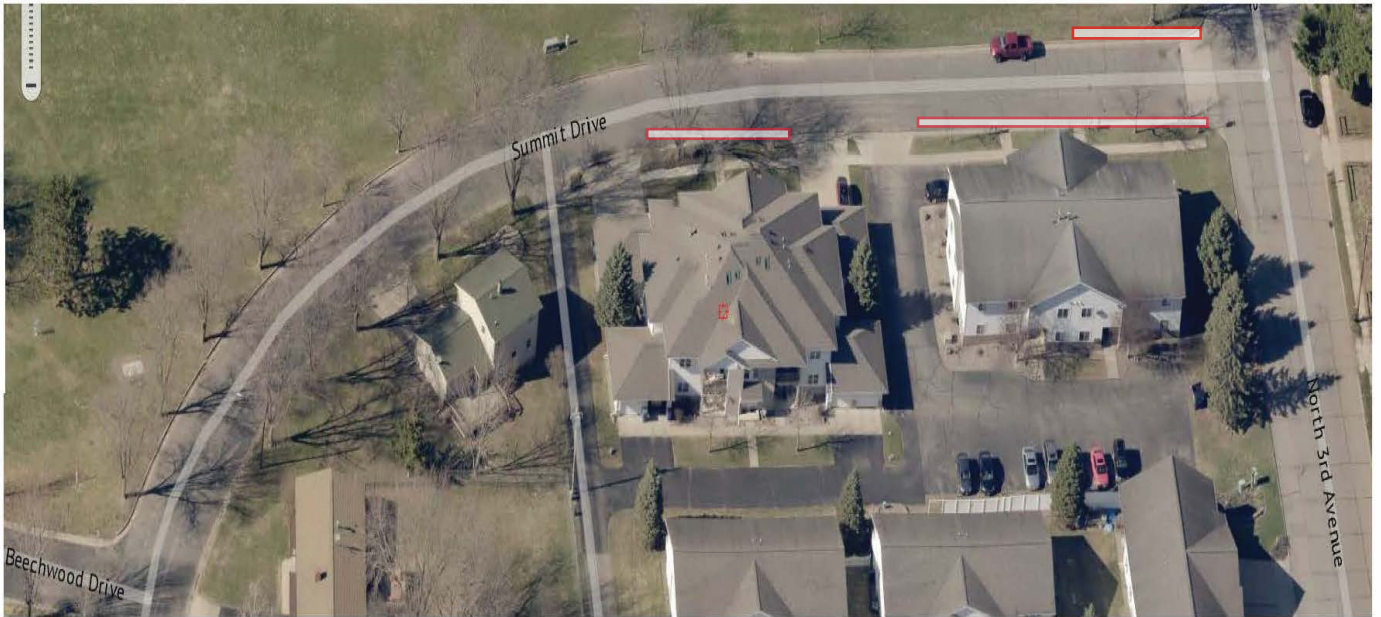
(Ord. 61-4936 §1, 1996.)

AGENDA ITEM
Discussion and possible action on parking restrictions on North 2 nd Avenue between Eldred Street and Strowbridge Street
BACKGROUND
The Wausau PD and Engineering received a request for possible parking restrictions on N. 2 nd Avenue to limit parking. The complaint is based on parking on both sides of the roadway and difficulties with plowing or garbage trucks in the winter months. The current roadway is 37' back of curb to back of curb which meets city standards for parking on both sides of the roadway.
FISCAL IMPACT
Minimal, signs if necessary.
STAFF RECOMMENDATION
Staff does not recommend marking no parking for the entire block on one or both sides. The current roadway width is adequate to support parking on both sides of the roadway. Staff would support making 'No Parking' 50 feet back from the intersection to allow plow trucks and garbage trucks to make the turns but yet allow residents parking on the majority of the street. A map is attached.
Staff contact: Allen Wesolowski 715-261-6762

No Parking on both sides of the road;
50' from the intersections



AGENDA ITEM
Discussion and possible action on parking restrictions on Summit Drive from Beechwood Drive to North 3 rd Avenue
BACKGROUND
The Wausau PD and Engineering received a request for possible parking restrictions on Summit Drive. The request was to limit parking on Summit due to difficulties with plowing or garbage trucks in the winter months. The current roadway is 37' back of curb to back of curb which meets city standards for parking on both sides of the roadway. This segment of Summit Drive is on a curve.
FISCAL IMPACT
Minimal, signs if necessary.
STAFF RECOMMENDATION
Staff does not recommend marking no parking for the entire block on one or both sides. The current roadway width is adequate to support parking on both sides of the roadway. Staff would support making 'No Parking' 50 feet back from the intersection year-round to allow plow trucks and garbage trucks to make the turns. If the committee does feel this is an issue that needs further action, one accommodation could be to post 'No Parking' in the winter months in locations as shown on the attached map. One issue with this may be in pushing the parking issue further up the block or to the other side of the street.
Staff contact: Allen Wesolowski 715-261-6762



 =No parking; Nov-April



AGENDA ITEM
Discussion and possible action on lease with Lamar Advertising for billboard signs at Bridge Street and 3 rd Street
BACKGROUND
Lamar Central Outdoor, LLC lease has expired for the billboard located at the southwest corner of Bridge Street and 3rd Street. The lease agreement is attached. The lease expired on December 31, 2022. City Attorney Anne Jacobsen sent a letter to Lamar notifying them of the lease expiring, a copy of this letter is attached. Lamar in return sent a letter to City staff requesting a 5-year lease, this request is also attached. The billboards would not be permitted from a zoning perspective as they are considered off-premise advertising signs. (They are able to be maintained as nonconforming signs but would not be permitted as a new use.) The billboards are located in a small-scale residential and commercial area and are not appropriate for this environment. By their nature, the billboards are not built at a human scale. These particular signs have upward-shining lights, which do not follow the city standard of using full cutoff light fixtures.
FISCAL IMPACT
The proposal from Lamar would pay the City \$10,000 in 2023 with a 2% increase per year after that for 5 years.
STAFF RECOMMENDATION
Staff recommends denying the lease with Lamar and requiring removal of the structures, as per the original court order. The billboards are not compatible with current zoning regulations or development patterns. The signs also inhibit future redevelopment of the area, which could more than offset, through future taxes, the proposed lease payments.
Staff contact: Allen Wesolowski 715-261-6762

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Approving lease with The Lamar Companies for billboard signs at Bridge Street and 3rd Street

Committee Action: Failed 2-3

Fiscal Impact: Proposed \$9,000 per year revenue from new lease, versus potentially much higher tax revenue when parcels are redeveloped

File Number: 06-0909

Date Introduced: April 13, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, a lease between the City of Wausau and The Lamar Companies (Lamar) regarding signs located at the southwest corner of Bridge Street and 3rd Street terminated on December 31, 2020; and

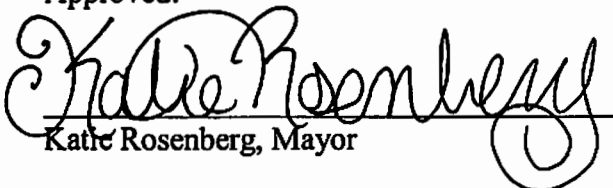
WHEREAS, the City notified Lamar by letter to advise them the lease expired and requested the billboards be removed by February 7, 2021 and that payment of holdover rent would be required; and

WHEREAS, Lamar notified the City that they were interested in a new lease beginning January 1, 2021 for five years with an increase in rent from \$8,000 to \$9,000 annually; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their March 11, 2021 meeting, discussed the request which was denied.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve entering into a two year lease with The Lamar Companies for billboard signs at the southwest corner of Bridge Street and 3rd Street, in substantial compliance with the recently expired lease except for the increased annual rent of \$9,000.

Approved:


Katie Rosenberg, Mayor

**SIGN LOCATION LEASE BETWEEN THE CITY OF WAUSAU
AND THE LAMAR CENTRAL OUTDOOR, LLC**

THIS LEASE AGREEMENT, made, effective this 1st day of January, 2021, by and between City of Wausau, 407 Grant Street, Wausau, WI 54403, hereinafter referred to as "Lessor" and Lamar Central Outdoor, LLC, with its principal office at 5321 Corporate Boulevard, Baton Rouge, LA 70808 and mailing address at 9237 Heritage Drive, Marshfield WI 54449, hereinafter referred to as "Lessee," provides:

WHEREAS, The Lamar Companies/The Lamar Company, L.L.C. have previously constructed and maintained outdoor advertising structures on a portion of the property located in the City of Wausau, County of Marathon, State of Wisconsin, more particularly described as the southwest corner of Bridge Street and 3rd Street, City of Wausau, Wisconsin, effective since January 1, 2004 through December 31, 2015, from Corlitz, LLC; and

WHEREAS, the City of Wausau subsequently succeeded to LESSOR Corlitz LLC's interest when it purchased 209 E. Bridge Street and 1415 N. 3rd Street on December 22, 2006, for future road purposes, and entered into an Amendment of Lease #1435, extending the term of the original Lease to five years, effective January 1, 2016 through December 31, 2020, for an annual rental of \$8,000 total for four sign faces, payable monthly in advance; and

WHEREAS, on April 13, 2021, the Common Council approved a two-year lease with The Lamar Companies, effective January 1, 2021 through December 31, 2022, for a total annual rental of \$9,000, payable monthly in advance; and

For valuable consideration received, the LESSOR hereby agrees to lease to LESSEE, as much of the hereinafter described lease premises as may be necessary for the repair and maintenance of the two existing outdoor advertising structures ("signs"), with double faces, with the right of access to and egress from the signs by LESSEE's employees, contractors, agents and vehicles and the right to survey, illuminate and maintain advertisements on the signs.

WITNESSETH

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the repair and maintenance of outdoor advertising structures ("signs"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the signs by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the signs, and to modify the signs to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the

signs. Any discrepancies or errors in the location and orientation of the signs are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the signs.

The premises are a portion of the property located in the City of Wausau, County of Marathon, State of Wisconsin, more particularly described as the southwest corner of Bridge Street and 3rd Street, City of Wausau, Wisconsin, and more commonly known as 1514 N. 3rd Street.

1. This lease shall be for a term of two (2) years commencing on January 1, 2021 and ending on January 1, 2023.
2. LESSEE shall pay to LESSOR an annual rental of \$9,000, payable monthly in advance. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2,000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of it signs. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.
4. LESSEE may terminate this lease upon thirty (30) days written notice in the event that the signs become entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining signs at the premises by reason of any final governmental law, regulation or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
5. LESSOR may terminate this lease upon sixty (60) days written notice under the following circumstances, at the conclusion of which LESSEE shall remove its signs, structures and equipment:
 - (a) Intention by the LESSOR, to redevelop this premises, either through a lease or sale of the affected premises or by the LESSOR for roadway expansion purposes and dedication of public right-of-way.

6. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this Lease, LESSEE agrees to restore the surface of the premises to its original condition.
7. LESSOR represents that they are the owner of the premises and has the right to make this Agreement and to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE'S business activities related to the signs. LESSEE agrees to be bound by and will comply with all applicable local, state and federal laws in its activities related to the signs.
8. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this Lease and to deliver a copy thereof to such new owner at or before closing. LESSEE shall not assign this Lease.
9. LESSEE agrees to defend, hold harmless, indemnify, release and forever discharge LESSOR from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and or causes of action of any kind or of any nature, sustained by LESSOR or third parties by reason of damage to any property or damages or injury to any person, caused by the installation, operation, maintenance or dismantling of LESSEE's signs during the term of this Lease and through the dismantling of LESSEE's signs. Specifically included within this hold harmless are attorneys fees and other costs of defense which may be sustained by and/or occasioned to LESSOR and/or any of LESSOR's employees, agents, officers and designees, whether appointed, hired or elected.
10. LESSEE shall maintain insurance coverage throughout the duration of this LEASE, and to cover dismantling activities, to protect against claims, demands, actions and causes of action, arising from any act or omission on the part of LESSEE, its employees, agents, officers and designees, which may arise from operations under this Lease. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the City Attorney's Office, naming the LESSOR as an additional insured. All insurance coverage shall contain a 30-day advance notice of cancellation to LESSOR. The LESSEE shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker's Compensation - Statutory Coverage

Comprehensive General Liability - \$1,000,000 per occurrence and in aggregate for bodily injury and property damage

Automobile Liability - \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
Excess Liability Coverage - \$1,000,000 over the General Liability and Automobile Liability Coverages

11. All notices to be given under the terms of this Lease shall be in writing and signed by the person giving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

LESSOR:
City Clerk
407 Grant Street
Wausau WI 54403

LESSEE:
9237 Heritage Drive
Marshfield WI 54449

12. If required by LESSEE, LESSOR will execute and acknowledge a Memorandum of Lease suitable for recording.

13. This lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

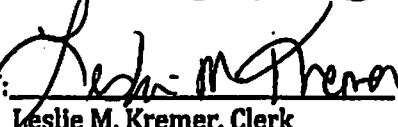
LAMAR CENTRAL OUTDOOR, LLC, LESSEE:

BY: 
Vice President/General Manager

Date 5/19/21

CITY OF WAUSAU, LESSOR

BY: 
Katie Rosenberg, Mayor

BY: 
Leslie M. Kremer, Clerk

Date 5/21/21

Lessor's Telephone Number
715-261-6590

Lessor's Employer ID Number
39-6005648

Tax ID Parcel # (for land which
sign is located)
291-2907-252-0299



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

January 10, 2023

Mr. Dave Curtin
Lamar of Central WI
9237 Heritage Drive
Marshfield WI 54449

Re: Sign Lease #1435 - Bridge and 3rd Streets

Dear Mr. Curtin:

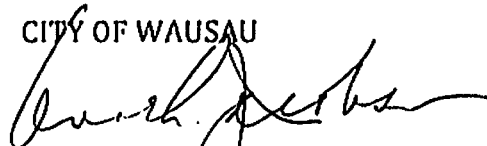
Pursuant to the Amendment of Lease #1435 between the City of Wausau and the Lamar Companies for the billboards located at the corner of Bridge and 3rd Streets in Wausau, the subject lease expired on January 1, 2023.

According to paragraph 5 of the original lease dated December 16, 2004, structures, equipment and materials placed upon the premises may be removed by Lessee at any time prior to or within a reasonable time after expiration of the term.

The City is requesting that the subject billboards be removed no later than February 9, 2023. If you are not able to remove the structure by the due date, please contact my office to discuss the matter further and to make arrangements for payment of holdover rent.

Very truly yours,

CITY OF WAUSAU



Anne L. Jacobson
City Attorney

ALJ:lp

cc Eric Lindman Brad Lenz
Bill Hebert

City of Wausau - City Hall - 407 Grant Street - Wausau, WI 54403-4783

City of Wausau Staff,

Lamar is requesting continuing our relationship with the City of Wausau with our signs at Bridge and 3rd Street. We would propose the following terms:

- Renew the existing lease for a term of 5 years.
- Revise the existing yearly lease payment to the City of Wausau from \$9000 to \$10,000 per year.
- Each year the lease payment would increase by 2%.
- Continue to display the City of Wausau banner installed on our sign in 2021. Photos attached
- Lamar will provide new banners in 2023 upon renewal of this lease.
- Attached existing artwork, for your review and possible changes. Lamar can create new art if needed.

We welcome the opportunity to discuss this proposal at any time.

Thanks again for the opportunity!

David Curtin

Lamar Central Outdoor LLC

9237 Heritage Drive

Marshfield WI 54449

715-387-3449

dcurtin@lamar.com

Bridge & 3rd 2022 Customer List

Marathon Cheese

Planet Fitness

Feldco Windows & Siding

Rasmussen College

Eye Clinic of Wisconsin

TDS Telecom

Heartland Hospice

Badger State Games

Wisconsin Dept. of Children & Family

Stine Eye Center

Wausau Area Property Management

CoVantage Credit Union

Bone & Joint Clinic

Peoples State Bank

Mizgalski Property Group

Omni Glass

Cloverbelt Credit Union

Golden Harvest Market

Hemophilia Outreach Center

Greenheck Group

Bigby Coffee

Nami Wisconsin

Alzheimer's Association

Culver's



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Live area: 7'0"x15'0" Finished area: 8'0"x16'0"

The thin line representing the live area will not print.

AGENDA ITEM
Discussion and possible action on design alternatives for Downtown Street Redevelopment
BACKGROUND
The City has hired Becher Hoppe, a local engineering firm, and SRF, a landscape architecture firm to develop plans for the downtown mall area redevelopment. Becher Hoppe and SRF will be presenting the design plans for review and recommendation. The plans that will be presented at this meeting represent a 30% plan. After the presentation, discussion and possible action and direction from CISM will be used to further develop the plans for bidding and construction.
FISCAL IMPACT
The mall redevelopment is a multi-year project with a 2023 budget set at \$3.2 million. The primary work in 2023 will include contaminated soil removal, underground utility installation and installation of limited temporary streets. Budgets for permanent streets, which are scheduled for 2024 and beyond, will be developed as the plans are finalized.
STAFF RECOMMENDATION
None, staff has been working with BHA and SRF in the development of the plans. Staff welcomes input from CISM.
Staff contact: Allen Wesolowski 715-261-6762