*** All present are expected to conduct themselves in accordance with our City's Core Values ***

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, July 8, 2021 at 5:15 p.m.**
Location:	**City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS**
Members:	Lisa Rasmussen (C), Lou Larson, Tom Neal, Debra Ryan, Jim Wadinski

AGENDA ITEMS FOR CONSIDERATION

1. Director's Report on Public Works.
2. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)

   A. Approval of minutes of the June 10, 2021 meeting.

   B. Action on Stormwater Maintenance Agreement with WSC Properties LLC at 3701, 3805, 3815 and 3901 Stewart Avenue.

   C. Action on Stormwater Maintenance Agreement with Emmerich & Associates at 2101 and 2105 Grand Avenue.
3. Public Hearing: Discussion and possible action on vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street.
4. Discussion and possible action on parking restrictions on 10th Street (Townline Road - Bridge Street).
5. Discussion and possible action on 72nd Avenue, Business Campus Trail Memorandum of Agreement Revision.
6. Discussion and possible action on street cross sections for Washington Street and extensions of 2nd Street, 3rd Street and Jackson Street (Wausau Center Street Design).
7. Future Agenda Items.

   Adjournment

   LISA RASMUSSEN - Committee Chair

This meeting is being held in person and via teleconference by calling 1-408-418-9388. The Access Code is 1463 82 6294 and the password is 070821. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel http://tinyurl.com/WAAMedia, 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, 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 faxed to the Daily Herald newsroom on 07/01/21 @ 12:45 p.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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, AECOM, REI, Judy Bayba, Scholfield Group, Clark Dietz, Inc., Brown and Caldwell.

Department of Public Works

Eric Lindman, P.E.
Director of Public Works and Utilities

TO: Capital Improvement Street Maintenance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: July 8, 2021

SUBJECT: Director Report

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1. The latest iteration of testing in Riverside Park has been completed. REI, City's Environmental Consultant, is preparing the report and results which will be sent to the DNR for their review. Results are expected to be discussed at the July 12 Park & Rec Committee. Staff expects this is the last round of testing and the next steps will be determined by the DNR if remediation is necessary and the DNR will determine if there is any direct link to the source of contamination to another party. We expect the DNR response within the next 60-days.
2. A proposal for the next iteration of testing at 1300 Cleveland Ave will be brought to the July 13 finance and council meetings requesting approval for a budget modification to fund the work. Sampling is expected to begin in August with results in early October.
3. Fleet Facility Project - Staff is proposing to make modifications to the initial layout of the proposed fleet facility (maintenance shop). In order for the facility to be built on the current DPW site property will need to be acquired in order to accommodate the facility and adequate space for truck movement. It is unknown if any of the property owners will want to sell. In the event the cost is too much or the owners do not want to sell, staff will be looking at 1300 Cleveland as a possible site for the new facility. The site is large enough to accommodate the facility and the City already owns the site which will save money on the front end of the project. Also, according to the Facility Plan completed, it is recommended the shop be a stand-alone facility and operation. A proposed budget modification will be brought to finance to use existing 2021 budgeted funds for preparing some site layouts on the 1300 Cleveland Ave property.
4. Staff is working on local street reconstruction projects, 3rd Ave (Completion date Aug 9, 2021), 5th Ave (Completion date Aug 2, 2021) and Rosecrans (Completion date July 28, 2021). 3rd Ave has been slow as the contractor moved offsite for a period of time and they are now back onsite and working. Water and sewer has been installed on the north side of the project and storm sewer is currently being installed. The section from Randolph to Clayton will be constructed beginning in the next couple weeks.
5. McIntosh St is currently out for bid with a bid opening of July 13.
6. The Alley paving project was bid and came in over budget, we are working to rebid this project with some design modifications.
7. Staff has prepared the CIP infrastructure budget and CIP committee will review the departments CIP requests on July 19.
8. The mall demolition is moving along on schedule.

9. Street crews continue to work on replacing damaged stormwater catch basins, cleaning storm water catch basins, milling/paving damaged areas of streets, painting lines, replacing signs, setting up for special events, street sweeping, mowing/weed/brush operations, crack sealing and prepping roads for sealing.
10. Sidewalk project is ongoing. This contract replaces sections of sidewalk city wide that are damaged or hazardous.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 10, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Debra Ryan, James Wadinski, Lou Larson (Tom Neal was absent)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Maryanne Groat, Pat Peckham, Dustin Kraege, Solomon King, Mark Hanson, Lori Wunsch, Mercury Associates – Tony Yankovich & Scott Rood

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 Rasmussen called the meeting to order.

Presentation by Mercury Associates regarding the Motor Pool Study

Tony Yankovich and Scott Rood from Mercury Associates were present to provide a presentation on the Fleet Management Study they completed. The project objectives of the study included a review of the fleet program to determine if it aligns with best management practices in the industry; benchmark performance in specific areas of fleet management and fleet maintenance and repair; and identify opportunities for improvement.

Their key findings noted that the foundational elements of a fleet program exist. That being a centralized approach to fleet; policies and procedures in place; standard operating procedures; PM program design; and use of commercial vendors to meet overflow demand.

A review of the fleet activity performance found adequate resources are not available regarding staffing levels and facilities. There are essentially 9 positions with two technician positions vacant at the time of the study. The fleet manager position has dual roles with the fleet and facilities. There is not a Fleet Analyst position. There are 476 total fleet assets requiring 1,450 direct labor hours per technician or a total demand hours of 10,312. This workload equates to 7.1 technicians required for the entire fleet. The recommendation is to add a Fleet Analyst and a technician.

The organizational recommendations include the continuation of a centralized fleet management and maintenance and repair operation; rebrand the Motor Pool Division to Fleet Management Division; reclassify the Facility and Fleet Manager position to Fleet Manager; rename the Fleet Technicians to Fleet Maintenance Technician and create 3 tiers (Fleet Maintenance Technician I, Fleet Maintenance Technician II and Fleet Maintenance Technician III); fill the vacant mechanic positions; add a Technician I position; add a Fleet Analyst position; and once the Fleet Management Division is fully staffed, bring all preventive maintenance and routine repairs back in-house (with overflow work and specialty repairs sublet to commercial vendors).

Yankovich noted the existing fleet is old with an average age of 10.3 years. The target age should be between 4 and 6 years. The underfunding of fleet renewal has resulted in an aged fleet and significant replacement backlog. A smoothed fleet replacement plan is recommended. Replacement recommendations include renewing the fleet with the goal of reducing the average fleet age to between 4 and 6 years; utilize a fleet reserve fund that is dedicated to fleet replacements; use a disciplined approach to replace vehicles in accordance with the replacement schedule; and fund new additions to the fleet by new budget requests and not from the existing capital fleet replacement fund.

Rood explained other key findings. The parts management could be improved; the techs currently have to pick their own parts. The parts clerk is like an inventory specialist; a parts manager is needed. Parts are not currently posted immediately to the work order. Part warranties are not formally tracked. Currently the techs have to remember or they have to check the work order history. Customer satisfaction is poor as customers do not feel they are getting vehicles back in a timely manner. Fleet age does not help with this. Communication can be improved. Performance metrics in many areas are not being reported and the use of Fleet Management

Information System (FMIS) is not optimal. Technician productivity is really good; the goal is 70%. Wausau's Fleet technicians are producing 71%.

The fleet maintenance facility does not have enough maintenance bays; bays are not sized appropriately; the parts room is too small; the Fleet Manager and Shop Supervisor share workspace; and the configuration and layout is poor. Yankovich spoke of the layout of the new shop and how this may not be the right location. The circulation will be tight and with a tighter circulation accidents happen.

Chargeback rates are based on historical averages and not true service-based rates. Service-based rate structures include in-house maintenance and repair labor rates; in-house parts management markup; sublet repair management; fuel management; vehicle wash management; and asset management and administration.

Yankovich noted existing positives of experienced fleet professionals; skilled technicians; several foundational elements already in place; and plans for a new fleet maintenance facility are developed. The opportunities for improvement include adding positions; renewal of the fleet; improve customer relationships; improve use or replace current FMIS; use information to make data driven decisions; track and report on key performance indicators; right size the fleet; and develop service-based chargeback rates.

To help identify priorities, an implementation plan was developed based on impact, importance, complexity, and cost. The plan scored areas and provided an estimated time to implement.

Ryan asked if the existing system tracks by mileage or vehicles numbers for warranties/recalls. Yankovich confirmed the City is tracking mileage and cost by asset number. Warranties are not necessarily being tracked. When properly configured and implemented, a FMIS should be able to flag a possible warranty issue. The current system does not have that capability. Ryan noted that Madison went to propane on all vehicles as did our garbage contractor. She asked if there were any long term advantages/disadvantages for fleets. Yankovich said one of the hottest trends in fleets is alternative fuel vehicles. There is a huge push for hybrid electric vehicles and electric vehicles. Unless one is using a forklift or lawn mower fleet, propane is not a widely excepted alternative fuel. If a reduction of fuel costs or reduction of emissions is a want, it can be done by renewing the fleet. Many fleets have had success with hybrid vehicles. Infrastructure is not always available for electric vehicles.

Ryan noted there are vacant auto shops in town and asked about using a smaller shop for the sedans as a way to service in other areas versus the landlocked area of DPW. With the size of the workload and geographically, Yankovich does not know if it makes sense to have more than one shop. He would certainly look at other alternative sites for a shop.

Rasmussen asked if the current FMIS is a common vendor software or an in-house system. Yankovich said it is an off the shelf program and a common system. It is a lower priced system and has basic functionality. The system will take a lot of work to clean up, upgrade, add modules, and retrain staff.

Rasmussen knows that the facility is a key issue for attracting and retaining a quality workforce. When looking at the municipal pay comparison, we are not that far off. We run into trouble with competing with the private sector. Before people were willing to earn a little less because the benefit package was second to none. Benefits have changed; private sector benefits and ours are not that much different now. We are competing on raw wages more than ever before. She feels it may be worth our time to do an analysis of an employee's progression from beginning to midpoint and midpoint to maximum to determine if there is a way to accelerate the progression and help retain employees. Yankovich agrees and noted the there is a need for a strong performance based compensation in order to attract and retain employees. The #1 reason people leave is for more money or because working conditions are unacceptable.

Ryan asked about leasing standard vehicles versus purchasing. Yankovich indicated the City has about 50 vehicles leased. It is a way to renew the fleet on an accelerated approach. The only problem in leasing is leasing companies offer a ton of other services regarding management of the fleet. The City does not need the additional services, just the lease. There is a little higher cost when leasing. Yankovich stated the City used a cooperative

bid agreement and piggybacked on a contract for leasing. He noted the positives of the lease agreement. Hanson added the City is not using the fuel card program but does have a maintenance module. We are not paying an extra management fee. Yankovich stated there are a couple of things not in the lease, but all in all it is a reasonable deal. If the City continues to lease, staff should see if there is an updated agreement or go out for competitive bid.

Wadinski noted the biggest problem with electric vehicles is the plugs are not uniform. Regarding law enforcement vehicles, he asked if having a take home vehicle is a benefit to the community. Yankovich is studying this for a smaller city in Washington. Generally it is not a fleet impact but more of an operational impact. They have found that recruiting and retaining officers is higher when they have a take home vehicle. From a maintenance perspective there is one vehicle per officer. That officer takes ownership of the vehicle; they maintain it better, drive it better, and clean it. The maintenance costs are typically lower but you do have to double the size of the fleet. From a police perspective, presence in the community is huge. Rasmussen added that something to think about is where they live as over half of Wausau's officers live in other communities. She noted high costs to upfit squad cars and upkeep with technology. Rood referenced the study for Washington. That city has a mileage limit for take home vehicles and restrictions on the take home program. When sharing a vehicle, officers have to take out and put in their equipment. With a take home vehicle the equipment is already in the vehicle. As soon as the officer is in the vehicle they are on duty and do not have to report to the Police Department. Wadinski noted it takes 20 minutes to changeover cars. That's 20 minutes 2 times a day for each office. This is time the officers are off the road. He agrees take home vehicles should not go to other communities. A take home vehicle could be an incentive to move back to the community and live where you work. The initial outlay may be cost prohibitive, but it is something to think about.

The report will be placed on file and referred to during the budget process. The presentation in its entirety can be viewed at: https://www.youtube.com/watch?v=wb3RojAKrMI

Director's Report on Public Works / Introduction of Public Works Superintendent

In the Director's Report, Lindman highlighted questions from the last meeting, as well as projects in general. The Director's Report gives opportunity for committee members to ask questions on operations without having to have a specific agenda item.

Lindman introduced Dustin Kraege as the new Superintendent of Public Works. Kraege grew up in this area and went to Everest High School. He served in the Marine Corp from 1999 to 2003. He served Operation Iraqi Freedom in 2003. He went to UW Platteville and earned a Bachelor of Science. He has been with the City almost 10 years. He started as a Fleet Technician and about 2 years ago was promoted to Fleet Supervisor. He recently took over for Ric Mohelnitzky.

Alderman knowing pothole patching and snow plowing processes allows them to have accurate information to give to constituents. In the fall Kraege will give a presentation to CISM on the plowing process, challenges with parking, timelines, etc. A pothole presentation will be given next spring before the thaw.

Wadinski asked if there is a maximum size for a pothole before it is considered a road reconstruction. Kraege replied it is not based upon the actual size of the hole but on the overall road. DPW can patch anything up to the whole size of the road. The primary option is to keep filling potholes until a bigger project is proposed.

Larson asked when the reconstruction of Rosecrans will begin. Niksich said a start letter was sent to residents on Tuesday. The contractor will start on Rosecrans when finished with 5th Avenue. This may be as soon as June 16th.

Approve minutes of the May 13, 2021 meeting

Ryan moved to approve the minutes of the May 13th meeting. Larson seconded and the motion carried unanimously 4-0.

Public Hearing: Discussion and possible action on vacating and discontinuing an unpaved alley lying west of 827 Turner Street between North 8th Street, North 9th Street and Augusta Avenue

Rasmussen asked those in attendance wishing to speak on the proposed vacation to come forward and give comments. No one came forward and the public hearing was closed. Rasmussen noted staff has no objection to the vacation.

Ryan moved to approve vacating and discontinuing the unpaved alley. Wadinski seconded and the motion carried unanimously 4-0.

Discussion and possible action on petition for annexation – Grundman (082-2808-062-0994, Town of Weston)

This parcel is contiguous to the City and sewer and water abuts the property. Wesolowski noted that Mr. Grundman is anxious to annex.

Wadinski moved to approve the annexation. Ryan seconded and the motion carried unanimously 4-0.

Discussion and possible action on parking restrictions on the entrance road to Schulenburg Pool off of Summit Drive

Wesolowski explained the entrance to Schulenberg Pool is an unnamed street off of Summit Drive. Staff received a complaint regarding parking. DPW had put up a no parking sign at some point, but it is deteriorated and not legible. It was found that the parking restriction is not in ordinance. The sign should either be taken down or the parking restriction placed into ordinance.

Rasmussen said the right-of-way is not wide enough to accommodate parking on both sides and still have traffic in and out. She asked if there was sufficient parking for the pool. Wesolowski spoke with Polley and Freix; both recommend restricting parking on both sides of the road. They did not see a need for parking on the street.

Wadinski moved to approve parking restrictions on both sides of the entrance road to Schulenburg Pool. Seconded by Larson and the motion carried unanimously 4-0.

Future Agenda Items

Wadinski noted the previous Council closed McIndoe for a development, a road that many residents used. Residents are now using Fulton Street, which is in bad shape. He asked about investigating this to see if it should be reconstructed. Lindman said there is a push from downtown to reconstruct Fulton. ABC is looking at moving and staff was hoping Fulton Street could be a project the TID could fund once there is development on the Riverfront.

Adjourn

Larson moved to adjourn the meeting. Ryan seconded and the motion carried unanimously 4-0. Meeting adjourned at approximately 7:00 p.m.

Agenda Item No.
2B

STAFF REPORT TO CISM COMMITTEE – July 8, 2021

AGENDA ITEM

Action on Stormwater Maintenance Agreement with WSC Properties LLC at 3701, 3805, 3815 and 3901 Stewart Avenue

BACKGROUND

WSC Properties is proposing combine 3701, 3805, 3815 & 3901 Stewart Avenue and build a medical facility. The proposed development will consist of a new medical building, driveways, parking lot, landscaping and stormwater facilities. The parking lot, building and associated facilities will total approximately 6.5 acres.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

Document No.	**AGREEMENT** Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY ("Agreement") made this ____ day of _____, 2021, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and WSC Properties, LLC, a Minnesota limited liability company organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

Recording Area

Name and Return Address
City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this Agreement relating to real property legally described on "Exhibit B" attached hereto (the "Property").

2. OWNER specifically agrees to maintain the storm water facilities located on the Property in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.

3. OWNER specifically grants CITY access to, from and across the Property in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances;

CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.

4. Upon written notification to OWNER that maintenance deficiencies exist in connection with the storm water facilities located on the Property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame shall be reasonable, but in no event less than sixty (60) days; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the reasonable cost of those actions, including any reasonable attorney costs, shall be paid in full by OWNER within thirty (30) days of receipt of an invoice thereof, accompanied by reasonable supporting documentation, or, in lieu thereof, upon written request of Owner, said costs shall be placed as a special assessment on the tax rolls of the Property to Wisconsin Statutes; provided, however that CITY shall provide written notice prior to entry on the Property and exercise due care to avoid unnecessary disturbance or damage to the Property or the occupants thereof.

5. Any notice under this Agreement shall be sent by certified mail, return receipt requested, or delivered to the following address:

WSC Properties, LLC
2809 Westhill Drive
Wausau, WI 54401

Owner may change its notice address at any time upon ten (10) days prior written notice to CITY.

6. This Agreement is being entered into pursuant to the provisions of Chapter 15.56 of the City of Wausau Municipal Code, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.

7. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

WSC PROPERTIES, LLC,
a Minnesota limited liability company

By: _____
Name: James P. Sutherland, JR MD
Its: President

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie Kremer, Clerk

STATE OF Wisconsin)
) ss.
COUNTY OF Marathon)

Personally came before me this 19th day of May, 2021, the above-named James P. Sutherland JR. MP, the President of WSC Properties, LLC, a Minnesota limited liability company, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

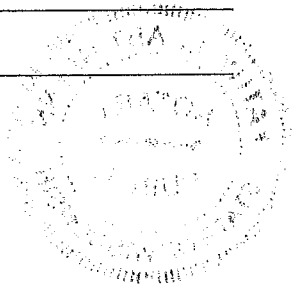
KATHY L. ABT-GLYNN NOTARY PUBLIC STATE OF WISCONSIN

Kathy L. Abt-Glynn
Notary Public, Wisconsin
My commission: March 17, 2023

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission: _____



This instrument was drafted by the Engineering Department, City of Wausau, 407 Grant Street, Wausau, WI 54403.

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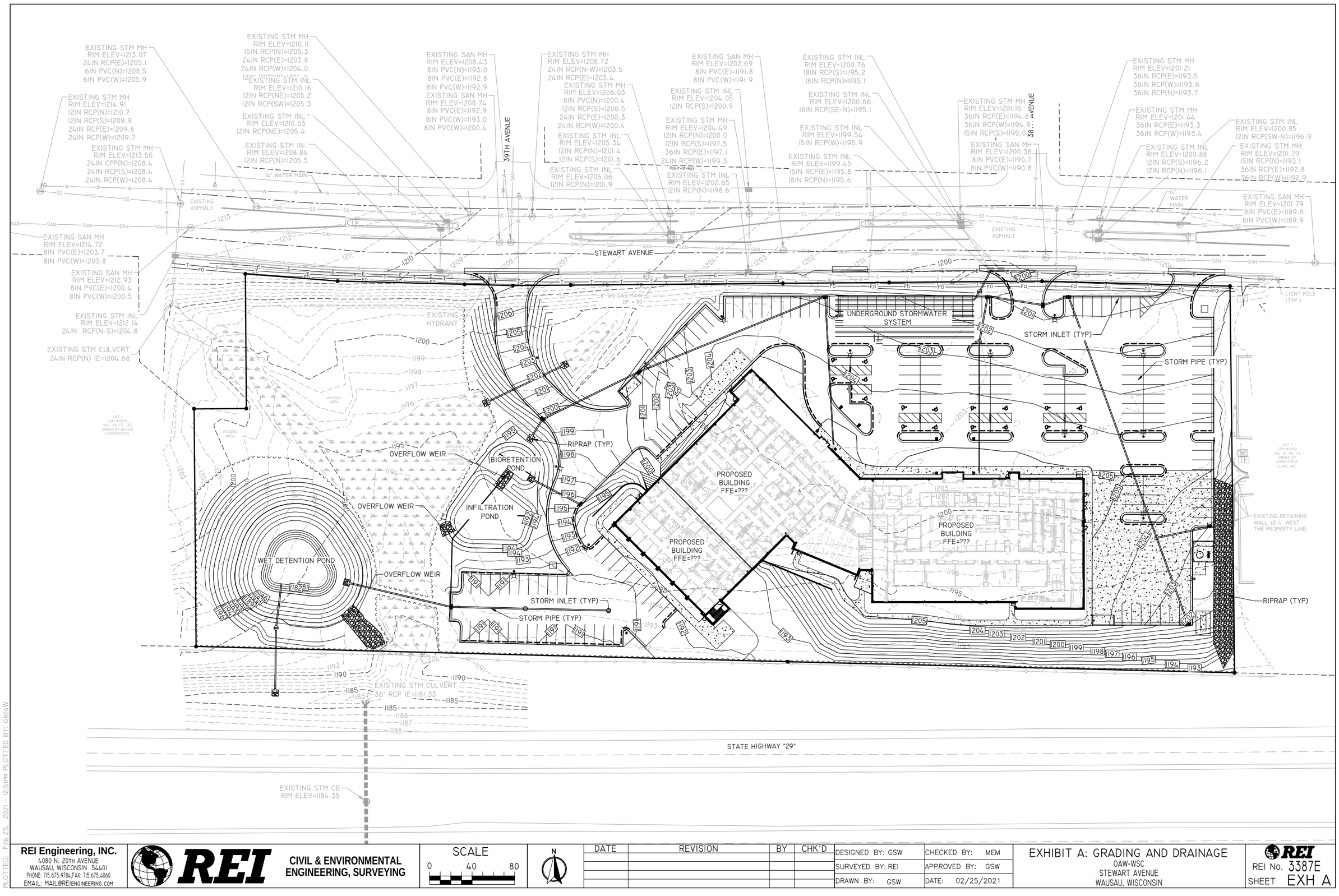


DRAWING FILE: P:\3300-3399\3387E - SAW BONES CLINIC\DWG\EXHIBITS\3387E-EXHIBIT A.DWG LAYOUT: EXH A
PLOTTED: FEB 25, 2021 - 12:51PM PLOTTED BY: GREGW

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

SCALE 0 40 80

N

DATE	REVISION	BY	CHK'D

DESIGNED BY: GSW		CHECKED BY:	MEM
SURVEYED BY: REI		APPROVED BY:	GSW
DRAWN BY:	GSW	DATE:	02/25/2021

EXHIBIT A: GRADING AND DRAINAGE

OAW-WSC
STEWART AVENUE
WAUSAU, WISCONSIN

REI No. 3387E
SHEET EXH A

EXHIBIT B
STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES
FOR
WAUSAU SURGERY CENTER
3701, 3805, 3815 & 3901 STEWART AVENUE
CITY OF WAUSAU, MARATHON COUNTY, WI

PROPERTY LEGAL DESCRIPTION:

Part of Parcel 1 of Certified Survey Map Number 4278, recorded in Volume 16, on Page 46, as Document Number 1492603, part of Lot 1 of Certified Map Number 6135, recorded in Volume 22, on Page 213, as Document Number 934748, part of Lot 2 of Certified Survey Map Number 12031, recorded in Volume 51, on Page 119, as Document Number 1248269, and part of Parcel 1 of Certified Survey Map Number 6672, recorded in Volume 25, on Page 72, as Document Number 0960531, all filed in the Marathon County Register of Deeds Office; being part of the Southeast 1/4 of the Northwest 1/4, Section 33, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

RESPONSIBLE PARTY:

The Owner, WSC Properties, LLC, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures.

MAINTENANCE SCHEDULE AND PROCEDURES:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the underground stormwater system, bioretention pond, infiltration pond, wet detention pond, the detention ponds' outlet structures, on-site storm sewer, and riprap.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionability of the underground stormwater system, bioretention pond, infiltration pond, wet detention pond, the detention ponds' outlet structures, storm sewer, and riprap on the site.
2. STORM AND OUTLET STRUCTURES: Remove accumulated sediment and/or debris from the outlet structures of the ponds and storm sewer pipe.
3. UNDERGROUND STORMWATER SYSTEM: Remove accumulated sediment and/or debris from the sumped portion of the underground treatment pipe a minimum of every other year.
4. RIPRAP: Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
5. MOWING: Seasonally mow pond side slopes and embankments to promote aesthetics and control weed growth.

6. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
7. BIORETENTION/INFILTRATION POND ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention pond to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings within the bioretention pond may be salvaged and replanted if work is done during spring or fall. Re-seeding or replanting of the vegetation may be needed following restoration.
8. SNOW PLOWING: Do not plow snow into the bioretention pond or infiltration pond as this will cause premature failure of the infiltration devices.
9. WET DETENTION POND: A permanent pool depth of 5 feet has been designed for the pond. A sediment clean out cycle is recommended once the permanent pool depth is less than 3.5 feet in depth, which typically will have to be done every 10 to 20 years depending upon the cleanliness of the upstream source water.

Agenda Item No.
2C

STAFF REPORT TO CISM COMMITTEE – July 8, 2021

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Emmerich & Associates at 2101 and 2105 Grand Avenue

BACKGROUND

Emmerich and Associates is proposing to build two, 16 unit apartment buildings and a parking lot. The site will combine 2101 & 2105 Grand Avenue, which will be approximately 1.1 acres and consist of the buildings, paved parking lot, landscaping and stormwater facilities.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

Document No.	**AGREEMENT** Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 22 day of June, 2021, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Emmerich & Associates, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

Recording Area

Name and Return Address
City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN: 29128070140305 & 29128070140098

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also "grass swales and catch basins" which are the subject of this agreement.

2. OWNER specifically agrees to maintain the grass swales and catch basins in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.

3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the infiltration basin, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.

4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.

6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER: Emmerich & Associates

By: _____

By: _____

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 22nd day of June, 2021, the above-named Arden J Emmerich and _____ of Emmerich & Associates, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

JAMES M WEIX
Notary Public
State of Wisconsin

_____
Notary Public, Wisconsin
My commission: June 14, 2023

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20___, the above-named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission: _____

This instrument was drafted by the Engineering Department, City of Wausau, 407 Grant Street, Wausau, WI 54403.

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORMWATER FACILITES MAINTENANCE SCHEDULE AND PROCEDURES
FOR
Emmerich Apartment Complex

Of Lots 1, 2, 3, & 4 of Block 9 of Grand Avenue Addition. Bing Lots 1 & 2 of CSM 9629-39-52 located in part of northeast quarter of the southeast quarter of Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

The Owner, Emmerich & Associates, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the grass swales and catch basins on the site.

Maintenance at this location shall consist of the following tasks:

1. DEBRIS: Removal of trash, debris, sediment, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the grass swales and catch basins.

2. GRASS SWALES: Remove accumulated sediment and/or debris from swale bottoms.

3. INFILTRATION BASINS: Remove accumulated sediment and debris from infiltration basin. Deep till and replant as needed to promote the continued infiltration of runoff.

4. CULVERTS: Remove accumulated sediment and/or debris from culverts.

5. MOWING: Mow the side slopes, swales, and embankments to promote aesthetic and control weed growth.

6. CLOGGING: If clogging occurs, remove the top 2-3 inches of soil. Chisel plow and add topsoil and compost. Revegetate.

East Ross Avenue

Grand Avenue

D1

D2

20' SANITARY SEWER EASEMENT

BLOCK LEGEND:

- EXISTING CURB STOP
- EXISTING WATER VALVE
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING FENCE POST
- PROPOSED HANDICAP PARKING SIGN
- EXISTING CURB INLET
- PROPOSED CATCH BASIN
- EXISTING STORM SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE

LINETYPE LEGEND:

- 4" W — PROPOSED 4" WATER LATERAL
- 12" STM — PROPOSED 6" SCH. 40 PVC SANITARY LATERAL
- 6" STM — PROPOSED 6" SCH. 40 PVC SANITARY LATERAL

STORM SCHEDULES:

STORM STRUCTURE TABLE

STRUCTURE NAME	STRUCTURE DETAILS
STM – 1	RIM = 1209.06 INV (W) = 1207.18 DEPTH = 1.88 FT
STM – 2	RIM = 1208.63 INV (E) = 1207.00 INV (W) = 1207.00 DEPTH = 1.63 FT

404 FRANKLIN ST.
WAUSAU, WI 54403
PHONE: 715-843-7292
FAX: 715-843-7292
WWW.MTSLLC.NET

MARATHON TECHNICAL SERVICES LLC

MTS

REVISION DATE

SURVEYED BY:
VREELAND ASSOCIATES

DESIGNED BY:
MTS

DRAWN BY:
JUSTIN H.

APPROVED BY:
NICK B.

PROJECT DETAILS

PROJECT NUMBER:
2009

PROJECT PHASE:
PRELIMINARY

PROJECT MILESTONE:
DNR STM SUBMITTAL

EXHIBIT A

EMMERICH APARTMENTS
WAUSAU, MARATHON COUNTY

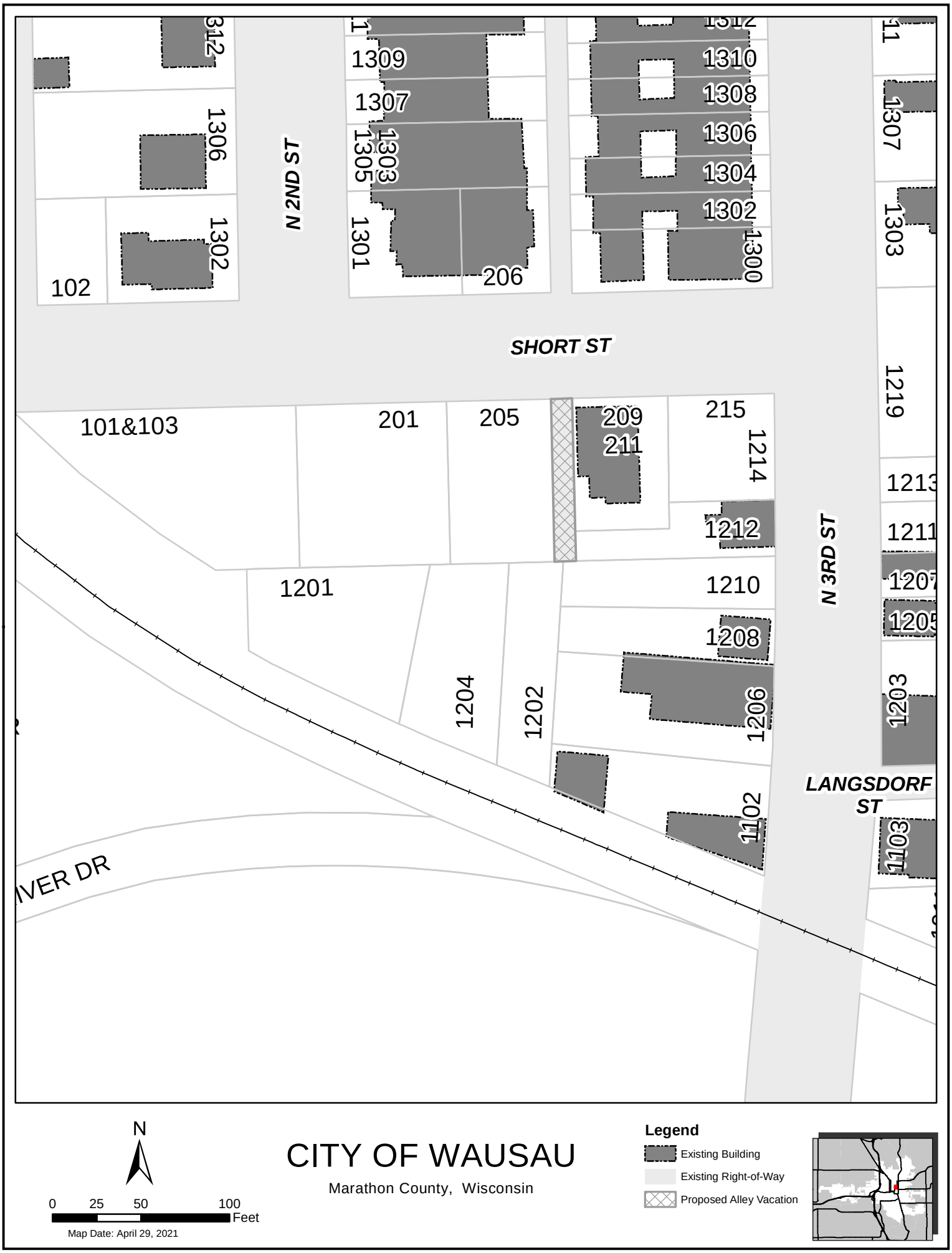
SCALE
1" = 30'

SHEET NO.
D

Agenda Item No.
3

STAFF REPORT TO CISM COMMITTEE – July 8, 2021

AGENDA ITEM
Public Hearing: Discussion and possible action on vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street
BACKGROUND
This section of alley is proposed to be vacated. The redevelopment of this area makes this alley no longer functional.
FISCAL IMPACT
Minimal, the area vacated by the alley would revert back to the abutting land owners.
STAFF RECOMMENDATION
Staff has no objection to vacating the alley as shown on the map.
Staff contact: Allen Wesolowski 715-261-6762


312
1306
1302
102
N 2ND ST
1309
1307
1305
1303
1301
206
1312
1310
1308
1306
1304
1302
1300
11
1307
1303
SHORT ST
1219
101&103
201
205
209
211
215
1214
1213
1212
1211
N 3RD ST
1201
1210
1207
1208
1205
1204
1202
1206
1203
LANGSDORF ST
1102
1101
IVER DR
N
0 25 50 100 Feet
Map Date: April 29, 2021
CITY OF WAUSAU
Marathon County, Wisconsin
Legend
Existing Building
Existing Right-of-Way
Proposed Alley Vacation

Agenda Item No.
4

STAFF REPORT TO CISM COMMITTEE – July 8, 2021

AGENDA ITEM

Discussion and possible action on parking restrictions on 10th Street (Townline Road – Bridge Street)

BACKGROUND

During sign maintenance by DPW, it was noted some of the signs on 10th Street were not supported by an ordinance.

The current ordinance reads:

No parking on the east side of 10th Street from McIndoe – Stark Street

The following is a summary of the current 'No Parking' signs:

Kickbusch – Forest: No Parking West Side
Forest – Washington: No Parking East Side
Washington – Jefferson: No Parking West Side
Jefferson – McClellan: No Parking East Side
McClellan – McIndoe: No Parking West Side
McIndoe – Stark: No Parking both sides
Stark – Bridge: No Parking East Side

See map for clarification.

FISCAL IMPACT

None, signs are installed.

STAFF RECOMMENDATION

Staff recommends amending the no parking ordinance on 10th Street to match what is currently posted as depicted on the map.

Staff contact: Allen Wesolowski 715-261-6762

WAUSAU WISCONSIN

N
W E
S

N 10th St - No Parking Signs

City of Wausau

Legend

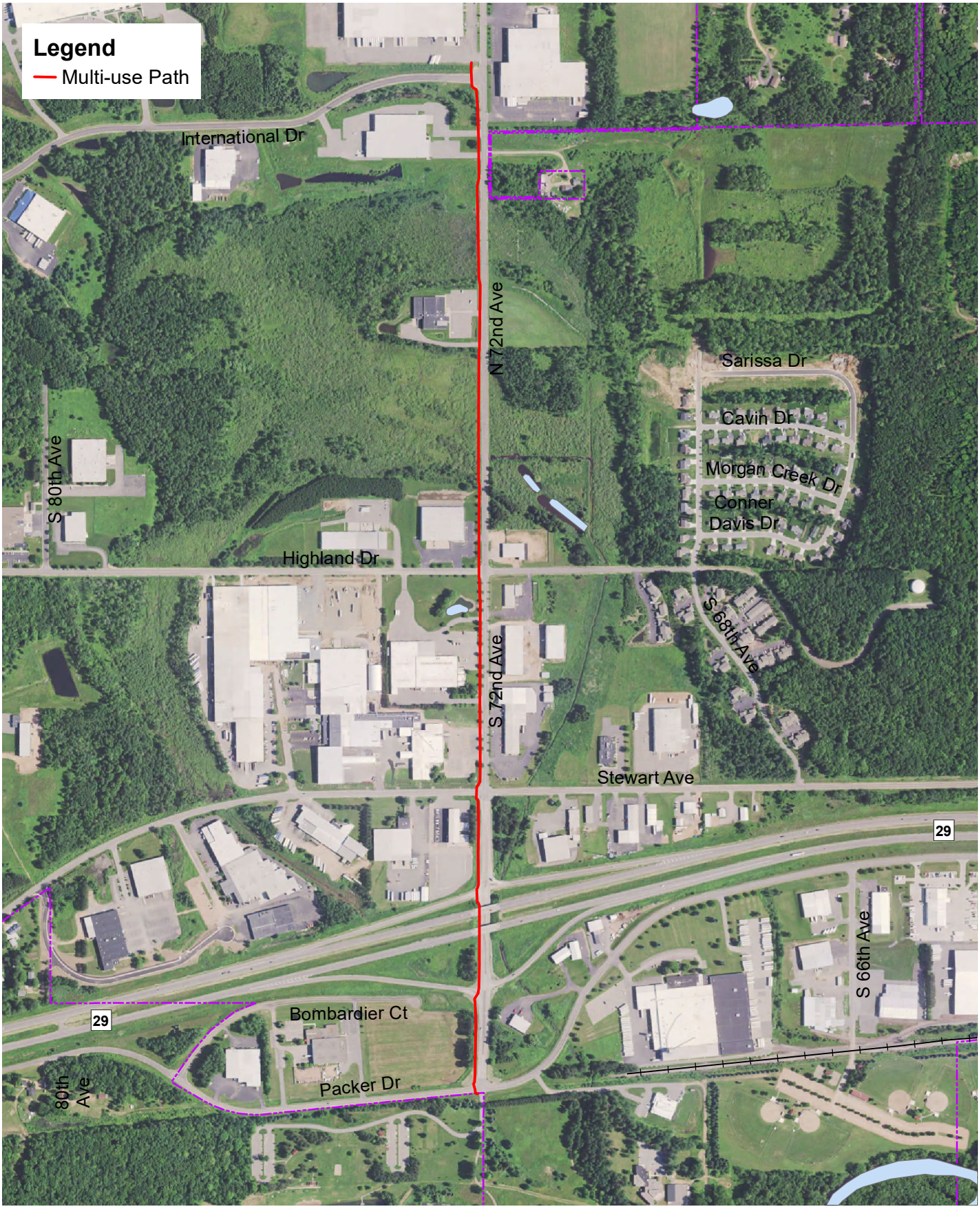
- Posted No Parking & In Ordinance
- Posted No Parking

Agenda Item No.
5

STAFF REPORT TO CISM COMMITTEE – July 8, 2021

AGENDA ITEM
Discussion and possible action on 72nd Avenue, Business Campus Trail Memorandum of Agreement Revision
BACKGROUND
On May 13th, 2021, the CISM Committee approved a Memorandum of Agreement for the maintenance of the proposed 72nd Avenue Trail that extends through the WisDOT ROW at the STH 29 interchange. Once approved, WisDOT noticed additional language that needed to be added. City staff believes changes to be minor and recommend approval. See attached updated agreement with changes highlighted.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the Memorandum of Agreement
Staff contact: TJ Niksich 715-261-6748

72nd Avenue Multi-use Path
City of Wausau
July 2021



0 0.125 0.25 0.5 Miles

N

Memorandum of Agreement

between

WisDOT, North Central Region

and the

City of Wausau

for a

Multi-Use Path

July 2021

Purpose

This Memorandum of Agreement (Agreement) outlines the roles and responsibilities between the Wisconsin Department of Transportation (WisDOT) and City of Wausau (City) for establishing a multi-use path on state owned right of way along 72nd Avenue through the STH 29 interchange (Interchange ROW).

Background

In 2018, the City was awarded federal Transportation Alternatives Program funds for the construction of a multi-use path along 72nd Avenue from Packer Drive/Sunny Vale Park entrance to just south of International Drive within the Wausau Business Campus (State Project #6999-18-09/79). This includes a segment of multi-use path going through the STH 29/72nd Avenue interchange area. During early design for the project, the City decided to extend the north extent of the path to just north of the International Drive to serve the Eastbay distribution center (see attached location map). Coordination between the City and WisDOT staff has occurred throughout the design process for the path project, especially for the segment through the Interchange ROW. In July 2021, the City applied to WisDOT for a state highway connection permit for the establishment of the path through the Interchange ROW. Construction on the path is scheduled to start in spring 2022 and be completed in fall 2022.

Statutory Authority

WisDOT is the maintaining authority of the Interchange ROW (between westbound and eastbound ramp termini), and therefore under Wis. Stat. s. 86.07(2) is the permitting authority for the path segment going through this area. The City will have maintenance responsibility for the path segment as defined within this Agreement. WisDOT's policy is to approve multi-use paths on state highway ROW only when it does not adversely affect the safety, operation, mobility, and maintenance of the highway. WisDOT has determined that, subject to compliance with the terms and conditions below, this request meets this policy and supports multi-use path connectivity in the area.

WHEREAS the City desires to establish a multi-use path through the Interchange ROW; and THEREFORE, the Parties hereby agree as follows:

Terms and Conditions

The City shall:

1. Formally approve the multi-use path segment though the STH 29/72nd Avenue interchange area by accepting the terms and conditions of this Agreement and be signed by an authorized representative from the City.

2. Ensure that the path complies with all applicable Wisconsin laws while open for use.

3. Assume responsibility for the construction of the path, retaining wall, and all other associated facilities within the Interchange ROW, including all associated construction costs with these facilities. The path, retaining wall, and other associated facilities will be constructed to all state and federal design standards. The construction of the path will be partially funded through WisDOT's Transportation Alternatives Program.

4. Assume responsibility for the maintenance of the path, retaining wall, and all other associated facilities within the Interchange ROW, including all associated costs. This includes responsibility for all winter maintenance for the path (snow and ice removal) and graffiti removal from the path, retaining wall, and bridge structure facilities in the vicinity of the path. The City agrees that maintenance work on the path, retaining wall, and associated facilities within the Interchange ROW is subject to WisDOT inspections and the City will be responsible for completing any maintenance work and/or repairs deemed necessary by WisDOT at the City's expense. The work and repairs will be completed by the City within 60 days of WisDOT's notification. If emergency work or repairs need to be address immediately because of potential safety concerns, WisDOT will complete the work and repairs and bill the City for the costs. The City may delegate maintenance work along the path to a local bike/pedestrian club or another entity but will retain all responsibility for ensuring the entity doing the work complies with Wisconsin Law and this Agreement. For any future maintenance work and/or repairs with potential utility conflicts, the City will be responsible for the coordination with the utility companies.

5. Assume responsibility for all signs and markings related to the path, including all associated costs, and the placement of these signs and markings within the ROW. The City agrees that the signs and markings within the Interchange ROW is subject to WisDOT inspections and the City will be responsible for completing any adjustments and/or repairs deemed necessary by WisDOT at the City's expense. The adjustments and repairs will be completed by the City within 60 days of WisDOT's notification. The City may delegate signing and marking work along the path to a local bike/pedestrian club or another entity but will retain all responsibility for ensuring the entity doing the work complies with Wisconsin Law and this Agreement. For all path related signs and markings within the Interchange ROW, the City will submit the appropriate state permits to the WisDOT North Central Region Traffic Section.

6. Place standard multi-use path signs with directional arrow(s) at the beginning of the path and at locations and intervals necessary to enable users to stay on the path. The City agrees that the multi-use path signs within the Interchange ROW are subject to removal and/or modifications at the City's expense as deemed necessary by WisDOT to ensure conformance with the Wisconsin Manual of Uniform Traffic Control Devices (WMUTCD) and WisDOT Traffic Engineering, Operation, and Safety Manual (TEOpS). The removal and modifications will be done within 60 days of WisDOT's notification.

7. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW at least once each calendar year, and no later than one year after a previous annual inspection, to address any surface damage (i.e., rutting, potholes, etc.), retaining wall issues (cracks, movement, material deterioration, masonry displacement, etc.), erosion, or drainage issues that may occur. The City shall also report the inspection results, except regarding the retaining wall, to the WisDOT North Central Region Maintenance Engineer in Rhinelander within 30 days of the inspection. For the retaining wall, the City shall report inspection results to the WisDOT North Central Region Structures Maintenance Engineer in the Wisconsin Rapids within 30 days of the inspection.

8. The trail shall be constructed as detailed in the "Business Campus Bicycle and Pedestrian Trail" planset developed by Kapur and Associates for the Transportation Alternatives Program project and accepted by WisDOT.

WisDOT shall:

1. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW within 30 days of construction being completed on the TAP project. The City shall notify the WisDOT North Central Region Maintenance and Structure Maintenance engineers when the construction is completed and ready for inspection. Upon completing the inspection, WisDOT will notify the City of any necessary changes needed to these facilities.

2. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW annually or as needed to ensure that these facilities are being maintained adequately. The inspections of the retaining wall will be done in accordance to the WisDOT's Ancillary Inspection Program Frequency for Retaining Walls. Upon completing the inspections, WisDOT will notify the City of any necessary maintenance work and/or repairs that need to be completed. The work and repairs will need to be completed within 60 days and the City is responsible for the costs. If the work or repairs are not made within 60 days, WisDOT may hire a County Highway Department or a private contractor to do the work or make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02.

3. Inspect the locations and types of signs and markings placed along the path within the Interchange ROW after construction, annually, and as needed to ensure conformance with the WMUTCD and TEOpS. Upon completing the inspections, WisDOT will notify the City of any necessary changes needed. The City is responsible for the costs of the work necessary for these changes. The work will need to be completed within 60 days. If the work is not made within 60 days, WisDOT may hire a County Highway Department or a private contractor to do the work or make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02.

4. As needed, analyze if the roadway, bridges, or other state facilities within the Interchange ROW have been damaged due to path usage. If damage occurs, WisDOT will request repairs be made by the City within 60 days and the City is responsible for the costs. If repairs are not made within 60 days, WisDOT may hire a County Highway Department or a private contractor to make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02. If emergency work or repairs need to be address immediately because of potential safety concerns, WisDOT will complete the work and repairs and bill the City for the costs.

The Parties mutually agree that:

1. Subject to the City's completion of, and continued compliance with, the terms and conditions set forth above, WisDOT will issue a state highway connection permit for the multi-use path through the Interchange ROW. This multi-use path will provide connectivity to future bicycle and pedestrian facilities planned by the City within the Wausau Business Campus, including bicycle and pedestrian facilities that will be provided along Stewart Avenue from 72nd Avenue to 48th Avenue as part of the 2023 reconstruction project funded through the federal STP-urban program.

2. The City agrees that WisDOT may withhold any aid WisDOT is obligated to provide the City, including general transportation aids, to cover any costs the City is obligated to reimburse or pay WisDOT under this Agreement should the City fail to pay those costs.

3. Approval of this agreement authorizes the City to enter upon the Interchange ROW to inspect and maintain the path, retaining wall, and associated facilities without the need for a DT1812 (Work on Highway Right of Way) permit. If major improvement work is planned on these facilities (major recondition or reconstruction), the City will contact the WisDOT North Central Region Maintenance Engineer (non-retaining wall) or Maintenance Structure Engineer (retaining wall) to determine if the DT1812 permit is needed.

Agreement Duration & Termination

This Agreement authorizes the described multi-use path to remain within the Interchange ROW for as long as the terms of this Agreement and WisDOT's multi-use path policy are both met but may be terminated by WisDOT or the City for any reason. There is no official end date.

In the event WisDOT deems it necessary to terminate this Agreement, it will provide written notice to the City to remove all path signs and restore WisDOT's ROW, at the City's cost, to its original condition as much as possible (normal wear and tear excepted) within 90 days. This may or not include removing the retaining wall, as determined by WisDOT.

No Limitation on Police Power

Nothing herein shall limit, in any way, WisDOT's police power authority to regulate access within the STH 29/72nd Avenue interchange area.

Governing Law

This Agreement shall be construed according to the internal laws of the State of Wisconsin.

Approvals

The parties concur to this Agreement with their signatures below. The Agreement shall be effective upon the date of the last party to sign the document. Updates to the Agreement will be made as needed, and effective only upon signature by both parties.

_____ _____

Katie Rosenberg, Mayor Date
City of Wausau

_____ _____

Michael Wendt, Systems Planning Manager Date
WisDOT NC Region

Agenda Item No.
6

STAFF REPORT TO CISM COMMITTEE – July 8, 2021

AGENDA ITEM

Discussion and possible action on street cross sections for Washington Street and extensions of 2nd Street, 3rd Street and Jackson Street (Wausau Center Street Design)

BACKGROUND

City hired Toole Design Group to prepare some street cross sections for Washington St and the new street extensions for the proposed mall redevelopment. The idea behind these concepts and renderings you are reviewing is to determine the ROW width. Does the committee feel the sidewalks are wide enough? Is there space as you envision the corridor for adequate greenspace? Do you want to see parking on street? If so how much and where? The committee should also consider the proposed intersections at 5th St and Forest St as these streets may both become 2-way streets in the future as development occurs. The intersection of 3rd St and Washington will be significant as this is the connection point and will tie together the existing and new development.

During our call with Toole Design there was discussion about increasing the sidewalk area from 8ft to 10ft on each side. Having walkable space and the ability for pedestrians to pass each other on the sidewalk comfortably is important and makes people feel more at ease.

FISCAL IMPACT

Once the ROW is determined, staff will look into more street details which will determine the fiscal impact for design and construction. Currently there is no fiscal impact considering these concepts.

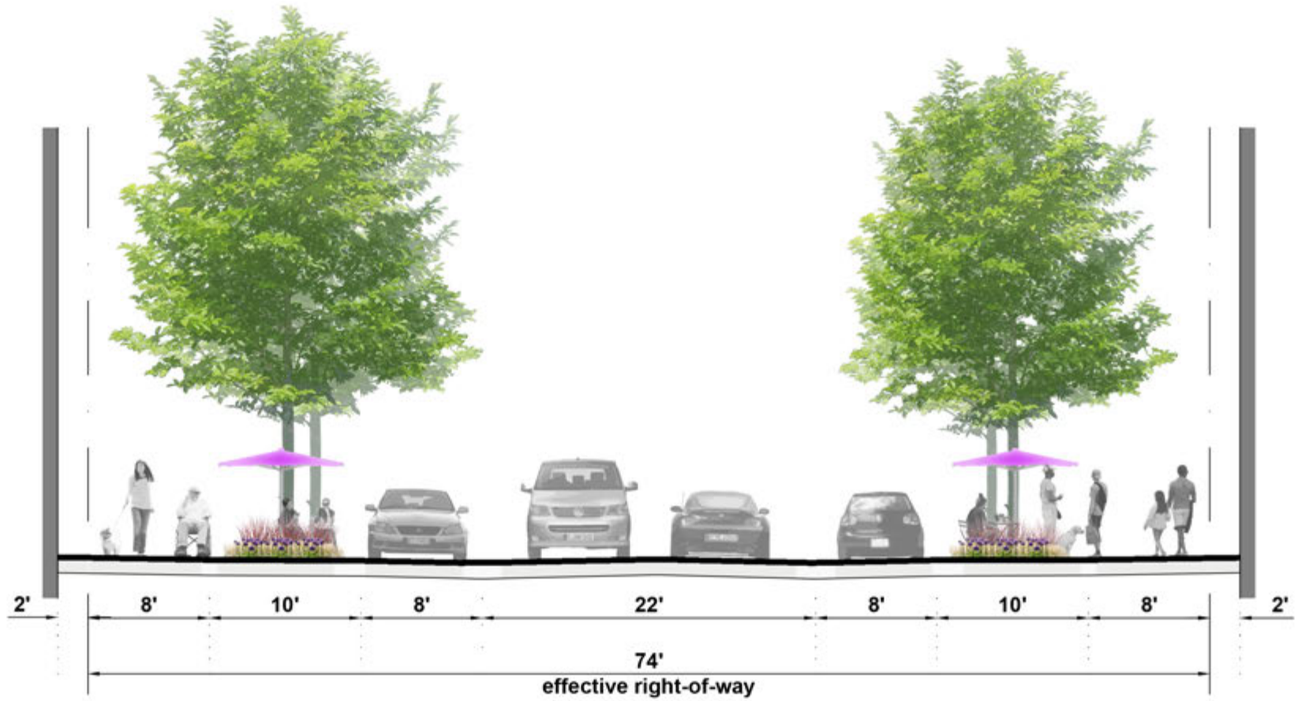
STAFF RECOMMENDATION

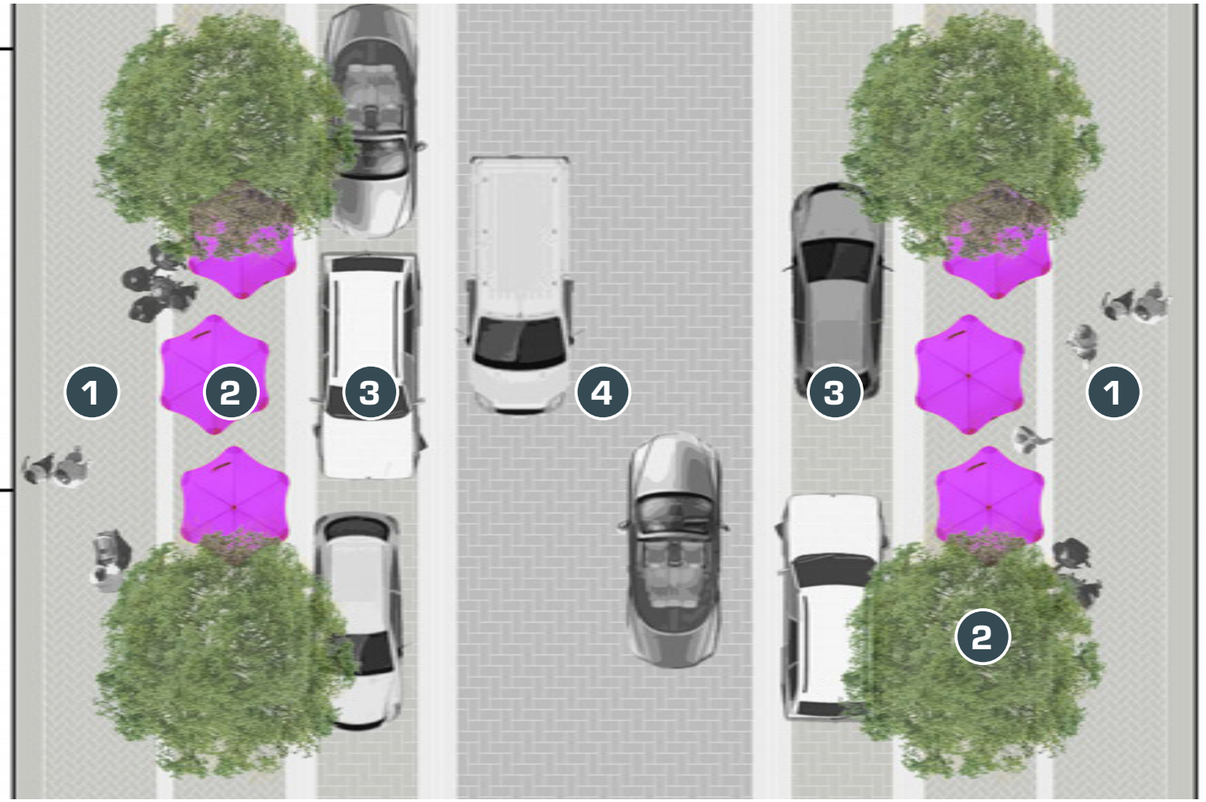
Staff recommends this being the minimum ROW width, both developer and staff feel the level street concept is a great option. The sidewalk width needs to be considered.

Staff contact: Eric Lindman 715-261-6745

OVERVIEW PLAN / WASHINGTON ST

WASHINGTON STREET
FLUSH STREET
2-SIDE PARKING

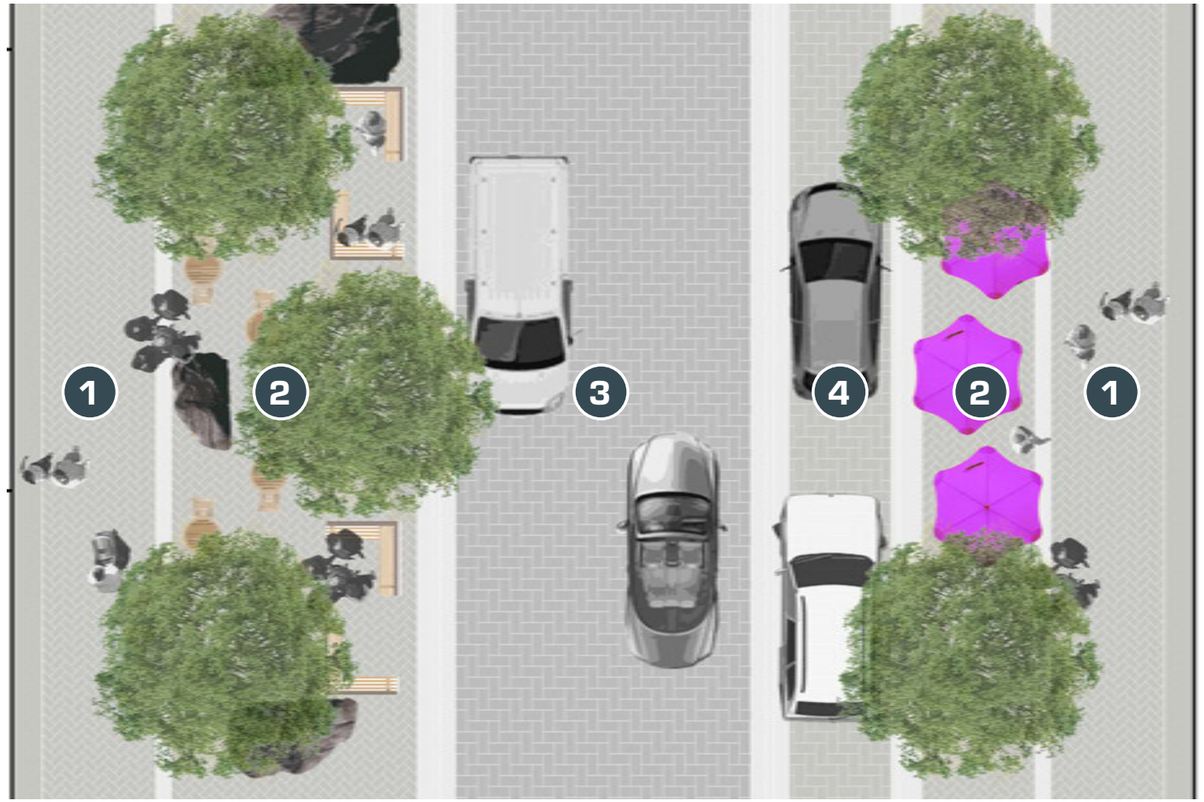




1. Sidewalk
2. Boulevard / Furnishings
3. On-Street Parking
4. Travel Lanes

OVERVIEW PLAN / 2ND ST, 3RD ST, JACKSON ST

2ND ST / 3RD ST / JACKSON ST
FLUSH STREET
1-SIDE PARKING



1. Sidewalk
2. Boulevard / Furnishing
3. Travel Lanes
4. On-Street Parking