



## OFFICIAL NOTICE AND AGENDA

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

**Meeting:** CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

**Members:** Lisa Rasmussen (C), Sherry Abitz, Gary Gisselman, Karen Kellbach, Robert Mielke.

**Location:** Council Chambers, City Hall, 407 Grant Street.

**Date/Time:** Thursday, February 11, 2016, at 5:30 p.m.

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1. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
    - A. Approve minutes of the December 15, 2015 and January 14, 2016 meetings.
    - B. Action on a Stormwater Maintenance Agreement for the Wausau School District at 1018 South 12<sup>th</sup> Avenue (GD Jones School).
    - C. Action on a Stormwater Maintenance Agreement for the Wausau School District at 500 West Randolph Street (Thomas Jefferson School).
    - D. Action on a Stormwater Maintenance Agreement for Wausau and Marathon County Parks, Recreation and Forestry Department at 500 West Randolph Street.
    - E. Action on a Stormwater Maintenance Agreement for Highland Community Church at 1005 North 28<sup>th</sup> Avenue.
  2. Discussion and possible action on petition for annexation from the Town of Maine\*: Johnson (petitioner) – 4306 and 4702 County Road K and adjacent property to the west.
  3. Discussion and possible action on petition for annexation from the Town of Maine\*: Waldvogel (petitioner) – Merrill Avenue.
  4. Discussion and possible action regarding a Warranty Deed from 720 Grant Street for street purposes.
  5. Discussion and possible action on an Amendment to the WDOT Memorandum of Understanding for the Stewart Avenue Detention Pond.
  6. Discussion and possible action on the Fourth Revision to the State/Municipal Agreement for State Project ID 6999-03-09, 28, 59, 79, 80, 81, STH 52 (Stewart Avenue).
  7. 2016 Street Construction Projects: Discuss public hearing results and make recommendation.
  8. Update on the grant received from the DNR to update the City's Stormwater Management Plan.
  9. Update on the 2018 Townline Road Reconstruction Project and possible realignment of Curling Way.
  10. Future agenda items for consideration.
- Adjourn.

***The next regular meeting is scheduled for March 10, 2016.***

LISA RASMUSSEN, Chairperson

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THIS NOTICE POSTED AT CITY HALL AND FAXED TO CITY PAGES AND DAILY HERALD: February 4, 2016 at 3:30 p.m.

It is possible that members of and possibly a quorum of members of other committees of the Common Council 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.

Upon reasonable notice, effort will be made to accommodate the needs of disabled individuals through appropriate aids and services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Agenda distribution: Committee members, Council members, Assessor, Attorney, Clerk, Community Development, Engineering, Finance, Inspections, Mayor, Parks, Planning, Public Works, County Planning, Daily Herald, City Pages, Wausau School District, Wausau Area Events, Becher-Hoppe Associates, AECOM, CWE, REI, Glenn Speich, Judy Bayba, Scholfield Group, Evergreen Civil Engineering, Schoen Engineering Solutions, Clark Dietz, Inc., Town of Maine\*

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.



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**Meeting:** CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

**Members:** Lisa Rasmussen (C), Sherry Abitz, Gary Gisselman, Karen Kellbach, Robert Mielke.

**Location:** Council Chambers, City Hall, 407 Grant Street.

**Date/Time:** Thursday, February 11, 2016, at 5:30 p.m.

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### ADDENDUM

11. Discussion and possible action on granting an easement to the O'Malley's in the future to grade and place fill in a portion of Pond D.

Adjourn.

*The next regular meeting is scheduled for March 10, 2016*

LISA RASMUSSEN, Chairperson

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THIS NOTICE POSTED AT CITY HALL AND FAXED TO CITY PAGES AND DAILY HERALD: February 10, 2016 at 12:00 p.m.

It is possible that members of and possibly a quorum of members of other committees of the Common Council 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.

Upon reasonable notice, effort will be made to accommodate the needs of disabled individuals through appropriate aids and services. For information or to request this service, contact the City Clerk at (715) 261-6620.

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# JOINT MEETING OF THE PLAN COMMISSION AND CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Time and Date: The Plan Commission met on Tuesday, December 15, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: **Plan Commission:**  
Mayor Tipple, Lindman, Gisselman, Atwell, Oberbeck, Bohlken

**Capital Improvements and Street Maintenance Committee:**  
Rasmussen, Mielke, Gisselman, Kellbach

Others Present: Nagle, Wagner, Nutting, Lenz, DeSantis, Hebert

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

Noting the presence of a quorum, at approximately 5:00 p.m. Mayor Tipple called the meeting of the Plan Commission to order and Chairperson Rasmussen called the meeting of the Capital Improvements and Street Maintenance Committee to order.

## **Discussion and possible action on petitions for annexations from the Town of Maine:**

- A. Koehler (petitioner) – 2300 Boot Lane
  - B. Gauger (petitioner) – 1108 Decator Drive and the 37-acre parcel directly south
  - C. Groehler (petitioner) – Territory (approximately 7.5 acres) between Decator Drive and County Road K
  - D. Schmitt (petitioner) – 2704 North 28<sup>th</sup> Avenue and two 40-parcels to the west and northwest
  - E. Schmitt (petitioner) – Territory (approximately 63 acres) between Emery Drive and County Road K
  - F. Calmes (petitioner) – 1525 Decator Drive
  - G. Schalow (petitioner) – 1815 North 7<sup>th</sup> Avenue
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Rasmussen said that there are a number of annexation petitioners for properties in the Town of Maine for future development.

Lenz said the petitions were handed out prior to the meeting and are direct annexation requests. The properties are adjacent to the city and 100% of the owners for each of the properties are petitioning. These seven petitions were received since the last meeting on Thursday and are trying to expedite to process. Staff recommends approval.

**Capital Improvements and Street Maintenance Committee:** Mielke motioned to approve the petitions from Koehler, Gauger, Groehler, Schmitt, Schmitt, Calmes and Schalow for annexation from the Town of Maine. Kellbach seconded, and the motion carried unanimously 4-0.

**Plan Commission:** Gisselman motioned to approve the petitions from Koehler, Gauger, Groehler, Schmitt, Schmitt, Calmes and Schalow for annexation from the Town of Maine. Oberbeck seconded, and the motion carried unanimously 6-0.

## **Adjourn Capital Improvements and Street Maintenance Committee**

Kelbach motioned to adjourn the Capital Improvements and Street Maintenance Committee. Mielke seconded and the motion carried unanimously 4-0. Capital Improvements and Street Maintenance Committee adjourned at 5:05 p.m.

## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Date of Meeting: January 14, 2016, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Mielke, Gisselman, Kellbach, Abitz

Also Present: Lindman, Jacobson, Wesolowski, Gehin, Graham

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 5:30 p.m. Chairperson Rasmussen called the meeting to order.

### **CONSENT AGENDA**

- A. Approve minutes of the December 10, 2015 meeting**
  - B. Action on an Easement Agreement with Franklin Heights Homeowners Association**
  - C. Action on a Stormwater Maintenance Agreement for Apogee Wausau Group DBA Linetec at 7500 Stewart Avenue**
  - D. Action on a Stormwater Maintenance Agreement for Wausau Coated Enterprises 3, LLC at 825 South 77<sup>th</sup> Avenue**
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Abitz moved to approve the consent agenda items. Mielke seconded and the motion carried unanimously 5-0.

### **Update from the Bicycle and Pedestrian Advisory Committee**

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Aaron Ruff, 627 Bertha Street, indicated he is the current Chair of the Bicycle and Pedestrian Advisory Committee. He thanked the committee, especially Gisselman who serves on the Bicycle and Pedestrian Advisory Committee, as there has never been a better time to bike and walk in the City of Wausau due to the improvements over the last four years. Future projects, like Stewart Avenue and 2<sup>nd</sup> Avenue, are a great opportunity to continue to make biking and walking more accessible and safer for residents. Lenz, Gehin, Wesolowski, DPW and Economic Development have done a great job of supporting bicycling and walking. He appreciates staff listening and using feedback in planning efforts. A lot of that work has paid off with the Grand Avenue project. Although controversial, it was a great way to expose people to on-street bike accommodations. He is looking forward to the Stewart Avenue Project as that will feature some of the best bike and ped accommodations in Central Wisconsin.

Andy Lynch, Wausau MPO, stated last summer the Wausau MPO applied to the League of American Bicyclists for a designation as a Bicycle Friendly Community. He is pleased to report that in November the Wausau metro area became 1 of the 371 bicycle friendly communities in the 50 states with a bronze level of designation. This is a reflection of the hard work and effort by the Bicycle and Pedestrian Committee, CISM, the City of Wausau, and other communities and organizations. In recognition of this effort, the MPO has purchased road signs for each community. He looks forward to continued support in the coming years and working together on future projects.

Ruff stated the City has been leading the way as far as bike and pedestrian improvements in the metro area. Wausau has the most streets with bike lanes, the most bike accommodations, and the most miles with sharrows. This is paving the way for the rest of the metro area and he would like to see the City to continue to lead in that fashion. They are looking at the riverfront development, which will bring bicycle and pedestrian amenities to a greater level. He added that the great thing about the Bicycle Friendly Community designation is that the League of American Bicyclists sends a list of recommendations on how to get better. He would like to take the bronze designation to the next level and believes that

Madison was just named platinum. There is a way to go but the City is on the right track. One of the recommendations of the Bicycle Friendly Community application is to have more signature bicycling events. This includes events that are more than just group rides or mountain bike rides, but also get the community involved.

Elizabeth Field, Executive Director of Wausau River District, explained she is working on bringing more bike events to the community, such as Open Streets Wausau. Open Streets is an initiative that is global and started in Brazil. The event temporarily closes streets to vehicular traffic and opens them to all forms of alternative transportation. The goal is to promote alternative transportation, a healthy lifestyle, and to reimagine streets. Field, Ruff, Lynch and others are working together to get this event going. . She has met with the Fire Department, Police Department and DPW on the proposed route. They are looking at holding this event on a Sunday afternoon, most likely from noon to 4:00 with family-friendly activities along the route. They are still in the planning mode, but they are working on it and excited to bring this event to Wausau. She added that this is the perfect time to highlight and celebrate the Bicycle Friendly Community designation. Abitz questioned the number of miles of the route. Field responded it will be a loop and they had looked at a couple of different routes. The Police Department, Fire Department, and DPW had suggested using the same route as the Susan G. Komen race. However, that route does not go through the downtown and more particularly past 3<sup>rd</sup> Street businesses. There is a proposed route that has been looked at by Police, Fire and DPW and one change was suggested. The exact route will be included on the Special Event application.

Ruff stated again that there has never been a better time to bike and walk, and they plan to continue to improve the metro area. He thanked the committee for continuing to keep making our communities friendlier to bicyclists and pedestrians.

#### **Discussion and possible action on Amendment #4 to the Design Services for Thomas Street Reconstruction**

Lindman stated that Thomas Street from 4<sup>th</sup> Avenue to 17<sup>th</sup> Avenue is considered phase one and is ongoing for design. The original contract has not been amended or updated for some time. He has been working with AECOM to create Amendment #4 to the contract to finish phase one design services, costs for finishing the design from 4<sup>th</sup> Avenue to the river and construction services costs. The costs have been outlined on the staff report but some options were not included. The original design contract included 17<sup>th</sup> Avenue to the WI River. Since then decisions were made to break the project into two phases, from 4<sup>th</sup> Avenue to 17<sup>th</sup> Avenue and 4<sup>th</sup> Avenue to the WI River. This amendment is to continue design to the river and also includes costs for construction management. The first cost for construction management would be in 2017 during construction of phase one. Another option would be to complete the design for phase one and send out a RFP for design of phase two and a RFP for construction services. This amendment is for all of that work for approximately \$1.4 to \$1.5 million.

Mielke questioned the status of the Environment Impact Study (EIS) from 4<sup>th</sup> Avenue to the WI River. Lindman indicated that an EIS was not needed because there will be no federal funding associated with the project. Mielke asked how it would be dealt with if the road is built and then there are problems later on. Bruce Gerland, AECOM, explained that during the initial project, AECOM completed a phase one investigation that identified sites with specific issues. The contract was amended for environmental investigations on several properties where soil borings were completed and coordination was completed with the DNR on contamination issues. He worked through the DNR on those issues, which will be addressed by writing technical specifications for the contractor to follow during construction. This work was included in the original agreement. Mielke questioned disturbance. Gerland responded disturbance will be minimal in these areas and depth will depend on replacement of sewer, water, and storm sewer.

Utility replacement is relatively shallow, within 10', and he recalls the contamination is deeper at approximately 25'. Mielke wonders if disturbance may cause issues. Gerland replied this would be covered by the technical specifications. During the design process this will be revisited with their environmental staff to see if the recommendation from 2008 is still appropriate. Abitz stated Lisa Gutknecht spoke of the conditions a year ago and it was approved. Gisselman asked if the environmental report was made available to the City and the committee. Gerland replied the report was completed as they were going through the DOT process. City staff has it and it was reviewed and approved by the DOT.

Lindman indicated that staff wants to pursue the final design for phase one so construction can begin in 2017. This amendment also includes design costs for phase two if the committee would like AECOM to finish their design work to the river. At this point there has not been a definitive decision on the design for phase two. Gisselman asked how we can proceed if we do not know the design at this time. Abitz indicated we are waiting upon the lifespan of the bridge. Rasmussen stated there is a luxury of time for construction management services of phase one and for the design of phase two. Therefore, there is time to go to RFP. This would allow for a competitive process and would not slow down the project. Abitz noted that there is already the GRAEF design for phase two. Rasmussen explained that was a conceptual design to use as a guideline and does not include survey components. GRAEF's design uses aerial photography so the dimensions are not quite right. The design phase would be the block by block drawing. Gerland indicated the block by block design is completed for a four lane section along with a preliminary design from 4<sup>th</sup> Avenue to the WI River. Rasmussen said the designs received from GRAEF were rendered a couple of ways, one with a four lane section and one with an alternative. Before we even engaged a redesign of Thomas Street, the City spent six figures on the original design with the vast majority of it shelved. AECOM has done the work and was paid for it but it has not been used. Therefore, she would like to make sure when contracting for this work again that the City will get a product that will be used. AECOM has a majority of the work done if a four lane section is decided upon but if another configuration is approved, a new set of drawings will be needed. She feels it would make sense to get bids as there has been an issue with this project all along in the public's view and a lot of time has passed from the initial design to now. Lindman explained that AECOM's current contract is for \$772,000. The additional design services to finish phase one and phase two would be an additional \$55,800, for a total of approximately \$828,000. The original contract was to go from the river to 17<sup>th</sup> Avenue and that was revised to break it into two phases. The original contract has not been revisited in some time. Gerland indicated the original contract stems back to 2007. Lindman explained that AECOM has the majority of phase two done as it was in their original contract. A decision should be made on the second phase design before more design work is completed. Gerland explained the fiscal impact is estimated at \$180,000 in 2016 and \$220,000 in 2017. Gerland explained under the amendment for \$55,800 there is not a budget built in for AECOM to go through months of alternative analysis as in phase one. Gisselman noted the decision on the east side is yet to be made and wants to be cautious. Gerland said that the amendment for \$55,800 would complete the design of phase two whether it is decided to be a four lane or two lane section. Rasmussen added that there was talk of getting new traffic counts once the road was resurfaced. She would also like input from the DOT on the timeline for the bridge before the design is approved. She feels the DOT should be approached on the life cycle of the bridge and then there should be some interaction with the stakeholders on the east half. Abitz agrees with reaching out to the DOT regarding the bridge. She added that as construction begins on the west side, she would like to see the east side moving forward without major delays. Rasmussen would also like to know the DOT's willingness to install a four lane bridge as the City needs to look at flow in terms of emergency management. If the DOT is unwilling to build and fund a four lane bridge, the City needs to look at their cost share.

Abitz moved to approve Amendment #4 to the Design Services Contract in the amount of \$55,800. Mielke seconded and the motion carried unanimously 5-0.

Mielke moved to direct staff to create a RFP for the construction management services portion of this project. Abitz seconded and the motion carried unanimously 5-0.

**Discussion and possible action on right-of-way plat revision and relocation order revision regarding the Thomas Street Project**

Lindman explained the original plat for the properties of total takings did not note a Temporary Limited Easement (TLE) around the buildings. In order to take the buildings down, access is needed to the property should the owner decide to keep that portion of the property. These TLE's are now shown on the revised plat map and revised relocation order.

Abitz moved to approve the right-of-way plat revision and relocation order revision regarding the Thomas Street Project. Kellbach seconded.

Abitz stated the house on the northwest corner of Thomas and 15<sup>th</sup> Avenue will be removed. She questioned the adjacent parcel on the plat map. Gerland stated this parcel has a temporary limited easement for grading purposes to match the existing roadway.

There being a motion and a second, motion to approve the right-of-way plat revision and relocation order revision regarding the Thomas Street Project carried unanimously 5-0.

**Discussion and possible action on Amendment #2 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project**

Lindman stated this amendment is related to the revised plat. With the Temporary Limited Easements the additional cost to the MSA contract will be \$6,900. Jacobson has reviewed the contract and the amendment. Jacobson indicated she has spoken with MSA and the documents need to get merged and finalized.

Abitz moved to approve Amendment #2 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project, contingent upon review by the City Attorney. Mielke seconded and the motion carried unanimously 5-0.

**Discussion and possible action on the proposed bump out in front of the Grand Theater along North 4<sup>th</sup> Street**

Lindman stated the Grand Theater and Center for Visual Arts (CVA) is looking to add a sidewalk bump out along 4<sup>th</sup> Street. This would push the sidewalk out and eliminate two parking stalls. An additional two parking stalls would be added on Scott Street. The bump out would make it safer for pedestrians leaving the CVA. Rasmussen added it would also make for a shorter cross to the 400 Block. Abitz stated more bump outs are being added in the City and noted they cause difficulty for plowing in the winter. Lindman said the downtown area already has plenty of obstacles and DPW felt a bump out is not a significant issue. Rasmussen stated traffic northbound on 4<sup>th</sup> Street approaching the stop sign is blocked by the building and with cars parked on Scott Street it is difficult to see. She wonders if visibility would improve if cars are out a few feet away from the structure. Abitz asked if this would cause issues with busses during events. While Lindman has not looked into that he feels there would still be plenty of room. Gisselman asked why the bump out is being requested. Lindman replied they feel that when people are walking along the sidewalk and others are exiting the CVA, some end up in the parking area next to the cars. The bump out would increase the walk area for pedestrians. Gisselman does not believe

there are more people exiting the CVA than the Grand and the Great Hall. Rasmussen thinks it may be the position of the steps in the right-of-way and may be a bigger issue during the Chalk Fest. Gisselman asked if the funding side would be going to the Finance Committee. Lindman replied that they were going back to their engineering firm for costs and hoping the City would consider a 50/50 cost share. Rasmussen questioned if a cost share is considered, could the City's portion could come from room tax. Abitz would like the item brought back after more financial information is received. It was agreed that this item will be deferred to next month.

### **Discussion and possible action on an Easement Agreement for the encroachment of the exterior stairs of the Grand Theater onto City right-of-way along North 4<sup>th</sup> Street**

Lindman explained that the footprint of the stairs will not be increased but only renovated. Gisselman asked if this was from the CVA building rather than the Grand Theater and Lindman confirmed. Rasmussen said there is a common understanding that the Grand Theater, the CVA, the PAF and the Arts Block are largely the same thing.

Abitz moved to approve an Easement Agreement for the encroachment of the exterior stairs of the CVA onto City right-of-way along North 4<sup>th</sup> Street. Gisselman seconded and the motion carried unanimously 5-0.

### **Discussion and possible action on preliminary traffic calming measures for Kent Street from Grand Avenue to Zimmerman Street**

Rasmussen indicated that staff attended a neighborhood meeting to discuss the design of Kent Street. Gehin explained that the majority of the residents were against the curb bump outs but were split regarding the narrowing of the roadway from 37' to 33' between Zimmerman Street and Emerson Street.

Jeff Martin, 144 Kent Street, stated he is 100% opposed to the bump outs. He has lived there since 1995 and has had a lot of time to view the traffic on this street. He stated that some people do go fast, most however do not. He has not seen traffic stops because they are not needed and accidents are not happening. Therefore he is not sure that mellowing the traffic is a demonstrated need. He believes bump outs would create inconvenience and frustration. It would reduce parking in front of the houses. Residents do not want to park around the corner on the side streets. Bump outs would reduce leaf pile space for pick up in the fall and currently during leaf pick up the road gets narrow. He noted that one year a child was hiding in a leaf pile and his wife pulled the child out before being hit by a car. Bump outs would also reduce space for snow removal and be a traffic obstruction for emergency vehicles. Some drivers will go fast anyway and with the bump outs driving would be more dangerous. Bump outs would also be dangerous for bike riders. He knows that one idea of bump outs is that children have less of an area to cross the street. Children stand at the edge of the curb or off the curb and with bump outs children would be further out in traffic. He provided an example of a bike rider and a pedestrian approaching a bump out and one decides to encroach the narrow bump out area. If a vehicle approaches and cannot avoid both of them, either the bicyclist or the pedestrian will be hit. He understands a tree or two might have to be removed, but he hopes bump outs are not built on Kent Street.

Carla Joseph, 2016 Lamont Street, stated there were about 150 people in attendance at the southeast meeting. On the decision to narrow the road a couple of people voiced opinions, but no one was in favor when a vote was called for. She thought discussion was going to be held on widening Kent Street and was shocked when heard it was proposed to be narrowed. Kent Street near Grand Avenue is narrowed to 33'. She cannot say how many times she approaches that area and has to stop and wait to get through. She feels that section should be widened and noted it is a bus route. Eliminating parking on Kent Street

was proposed. She indicated these are long City blocks and the majority of side streets off of Kent are boulevards. When there is snow or leaves, there would be no place for parking. Asking the residents and visitors to park on the side streets is not reasonable. She lives on a side street and with John Marshall School it is already a congested road. She suggested installing a stop sign or stop light at Lamont Street rather than bump outs. She spoke with Officer Stetzer and during a six month time frame there were four crashes at Kent and Grand and five traffic stops on Kent Street. She feels the best deterrent to slow traffic is multiple traffic stops. Most of the residents at the meeting advocated that the road needs to be resurfaced but most were adamantly against narrowing. She believes the existing trees are too big for the boulevards and added that the Park Department has been replacing the trees with smaller ones. She feels the trees will have to be replaced anyway once the road work begins. She again noted that most of the neighborhood is adamantly against this proposal.

Rasmussen stated this is the type of feedback the committee wants to hear from residents. This committee has agreed to consider traffic calming measures on all projects because speeding is a constant theme that emerges in Police Sector meetings. Although it seems like an easy solution is to install a stop sign, it has been her experience that the speeding moves to a different block. Statistically stop signs do not slow traffic, enforcement does. She recalled when Spring Street was rebuilt, the residents and alderman were adamant that the street was overbuilt, traffic was too fast and the road was too wide. They felt traffic calming measures should have been implemented. To avoid that dialogue again after a street has been rebuilt, the committee is being proactive by at least considering traffic calming measures on all projects.

Gehin received a phone call from the resident at 506 Kent Street. He has an eight year old son and lives on the northeast corner of Lamont and Kent Street. He is in favor of the bump out to try to calm traffic. His son attends John Marshall and people fly around that corner. He feels narrowing of the roadway at Lamont and Kent would help slow traffic down. Gehin added that this intersection is a marked school crossing. Gehin also received an email from Zoe Morning of 215 Kent Street, who is in favor of narrowing the road but against the bump outs. An email was received from Dan Higginbotham, who is alright with narrowing the roadway, but suggested restricting parking to one side. He is also alright with the bump outs but feels the length could be decreased. Gehin stated after the brief presentation at the neighborhood meeting it was clear to staff that the residents did not want the curb bump outs. Staff met internally and removed all of the bump outs with the exception of the one at Lamont. Staff felt for safety purposes this bump out should be proposed and the length was decreased. Rasmussen questioned if a crossing guard is located at the intersection of Lamont and Kent, which was confirmed. Gehin reminded the committee that Kent Street is a local roadway, a residential neighborhood, and serves roughly a 1,000 vehicles a day. The reason for proposing the narrowing of the roadway is to reduce impacts to boulevard trees, reduce construction costs, and to minimize future maintenance efforts. A 33' roadway will accommodate parking on both sides.

Andrew Lynch, 1014 Graves Avenue, stated last month the lack of need for bicycle accommodations was talked about as Kent Street is a low traffic, low posted speed road. He attended the neighborhood meeting and looked at the previous and new proposals. He is in favor of the proposed design for Kent Street. He feels this proposal is a good blend of community input and modern street design principles that emphasizes safety for all users. He noted that at the neighborhood meeting someone mentioned a study that street width had no impact on speed. He believes there are more studies that say narrow streets are safer streets. Narrowing the street will not only help control the speed but save the mature trees, which is important as it gives the neighborhood its appeal. He feels a loss of a lot of the trees will harm home values, curb appeal and character. He thanked the Engineering Department for coming up with a good design and taking public input into account. He pointed out that a 10' lane does seem narrow when use to a 14' lane, but is completely adequate.

Rasmussen questioned the width of a City bus. Abitz spoke with Greg Seubert as Parking and Traffic has looked at reducing parking to one side on Zimmerman Street as it is narrow for buses and difficult for plowing in winter. Seubert indicated the buses are used to the existing bump outs and could work around new bump outs. Abitz is unsure of how a bump out at Lamont and Kent would affect the buses because of traffic from the elementary school. Gehin stated the intersection was looked at for turn movements of a bus. The turn could be made but the bus would most likely encroach into the west bound lane. If the bus driver does not believe they can make the turn in their lane, they would have to wait on the side street until the intersection is clear. Rasmussen does not know where the school buses park to load and unload and does not want to create something that would cause issues at the start and end of the school day.

Dana Nash, 510 Ross Avenue, stated when she leaves for work in the morning the crossing guard is arriving at Lamont and Kent. They park on Lamont facing Kent Street. If she is waiting at the corner and the school bus tries to turn onto Lamont, they cannot. It is already a problem and will be more of an issue if the area is narrowed. When she drives down Kent Street to get to Grand Avenue she frequently has to stop because of vehicles parked on the street, school bus traffic and City bus traffic. To narrow this area does not make sense to her.

Gisselman stated the side streets are boulevards and if on-street parking is removed from Kent Street there would be no parking in the area. Gehin explained that on Ewing Street and Mount View staff proposed to pull the boulevards back and open the roadway to better accommodate parking on the side streets. Gisselman feels that is a lot of work to accomplish a bump out. Rasmussen added that the boulevards are used for snow storage. Additionally, there are a lot of one car driveways so residents are parking on the street in this area more than in others. Abitz indicated that Parking and Traffic visited parking on Kent Street in the past. Residents did not want parking allowed on only one side. Abitz is neither in favor of narrowing the street nor in favor of bump outs. Rasmussen stated the committee agreed to consider traffic measures but not obligated to implement them. There are neighborhoods where traffic calming is the buzz, but these residents are not in favor. Additionally, this neighborhood has an increased volume of traffic during the Balloon Rally and narrowing the road may make things worse.

Abitz moved to rebuild Kent Street from Grand Avenue to Zimmerman Street in its current configuration. Gisselman seconded. At this time Abitz left the meeting.

Gehin questioned if the existing roadway width would be kept from Emerson to Grand Avenue. Property would not need to be acquired to widen the road, but most likely every tree would be removed. Rasmussen questioned the extra cost for widening. Gehin stated there would be an additional 2' of asphalt on each side but not a significant cost increase. There would be approximately 32 trees removed.

Marten lives in the area where the road could be widened. He does not believe there is enough boulevard to widen and does not feel anyone in the area would like that.

There being a motion and a second, motion to rebuild Kent Street from Grand Avenue to Zimmerman Street in its current configuration carried unanimously 4-0.

**Discussion and possible action on Temporary Limited Easement and Donation – Waiver of Appraisal for Project ID 6999-03-28, parcel ID 291-2907-264-0991, 401 South 1<sup>st</sup> Avenue**

Wesolowski indicated the plat was approved for this project. One parcel is owned by the City. The DOT is requesting the City sign a donation waiver as their policy is not to pay municipalities for Temporary Limited Easements. The TLE would give the right to grade. If this parcel was privately owned, the fee for the TLE would be \$800.

Mielke moved to approve the Temporary Limited Easement and Donation – Waiver of Appraisal for Project ID 6999-03-28, parcel ID 291-2907-264-0991, 401 South 1<sup>st</sup> Avenue. Gisselman seconded and the motion carried 4-0.

### **Discussion and possible action on merging the Capital Improvements and Street Maintenance Committee and the Parking and Traffic Committee**

Rasmussen stated this has been discussed before in the sentiment of reducing the number of meetings that have to be staffed and attended on a monthly basis. Additionally, when we talk about roads and infrastructure there have been complaints that the committee that approves the design (CISM) does not communicate properly with the committee who manages the flow of streets (Parking and Traffic). Often there are a number of agenda items that appear on Parking and Traffic that could be considered at CISM. Also there are members in common already. Many times items that appear on Parking and Traffic agendas have engineering and design standards that manage those things, which could be managed as a staff function with a recommendation to committee. Rasmussen has spoken with Abitz regarding this and they are looking for input from committee members and staff. Mielke is in favor as he has been a proponent for reducing meetings and feels many items correlate together. Gisselman noted that this meeting has already been an hour and half and combining Parking and Traffic items would make for a lengthy meeting. Rasmussen said Parking and Traffic will also consider this and both committees would make a recommendation to Council with the idea it would become effective with the new Council in April. The length of the agenda comes down to agenda management, which could be controlled by the committee Chair. She does not foresee a massive volume of Parking and Traffic items as there are times when that committee does not meet due to lack of items. Wesolowski feels it makes sense and possibly some items do not even need to go to Parking and Traffic after consulting with the Chair. He also noted that the committees were created by the rules of Council. Rasmussen added that a recommendation would be sent to Council asking for an amendment of the structure to merge the committees. She had a discussion with Abitz regarding the fact that some things come up for a lengthy debate at Parking and Traffic that do not need to as there are guidelines where some of the items could be internal staff decisions. If there is an issue that is highly contested in the public and the public needs a venue in which they can be heard, it could be entertained at CISM. Graham feels it can be accomplished and that it would come down to prioritization of agenda items.

Mielke moved to approve the merging of the Capital Improvements and Street Maintenance Committee and the Parking and Traffic Committee. Kellbach seconded and the motion carried unanimously 4-0.

It was noted that this item will also be considered by Parking and Traffic and a joint resolution will be forwarded to Council prior to April with the newly merged committee beginning with the new Council in April. Gisselman added the rules of the Council would have to change to accommodate this. Jacobson said the committees are formed by Chapter 2.16. There would be a joint resolution to eliminate one standing committee and add a description that the committee is being joined and the duties of both would now become the duties of one committee. A 2/3 vote by Council is required to amend Chapter 2.16.

### **Future agenda items for consideration**

There were no future agenda items offered for consideration.

### **Adjourn**

Kellbach moved to adjourn the meeting. Mielke seconded and the motion carried unanimously 4-0. Meeting adjourned at approximately 7:05 p.m.

Agenda Item No.

1B

*STAFF REPORT TO CISM COMMITTEE - February 11, 2016*

**AGENDA ITEM**

Action on a Stormwater Maintenance Agreement for the Wausau School District at 1018 South 12<sup>th</sup> Avenue (GD Jones School)

**BACKGROUND**

The Wausau School District is currently in the process of redeveloping a number of the elementary schools in the district. GD Jones Elementary School is one of the selected schools to be redeveloped. The proposed redevelopment includes: a building addition, improvements to the playground area and expansion of the existing parking lot. To manage the additional stormwater runoff, the school will be installing best management practices to convey, treat and store the stormwater. The proposed on-site practices include swales, a dry detention basin, bio-retention basin and storm sewer. To ensure properly functioning stormwater practices year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a bi-annual basis. The maintenance agreement is attached for your review.

**FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: Sean Gehin 715-261-6748

**AGREEMENT FOR THE MANAGEMENT AND  
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this 19 day of January, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau School Districts,

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

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 a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond 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 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 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.

Recording Area

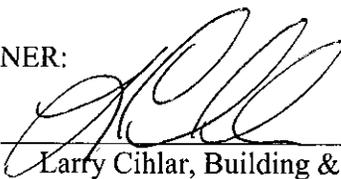
Name and Return Address

City of Wausau Engineering Dept.  
407 Grant Street  
Wausau, WI 54403

PIN: 291-2907-344-0999

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:

By:   
 Larry Cihlar, Building & Grounds Director

By: \_\_\_\_\_

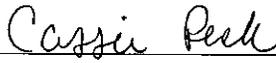
CITY OF WAUSAU:

By: \_\_\_\_\_  
 James E. Tipple, Mayor

By: \_\_\_\_\_  
 Toni Rayala, Clerk

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF MARATHON)

Personally came before me this 19 day of January, 2016, the above-named Larry Cihlar and \_\_\_\_\_ of \_\_\_\_\_, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

  
 Notary Public, Wisconsin  
 My commission: Oct 9, 2016

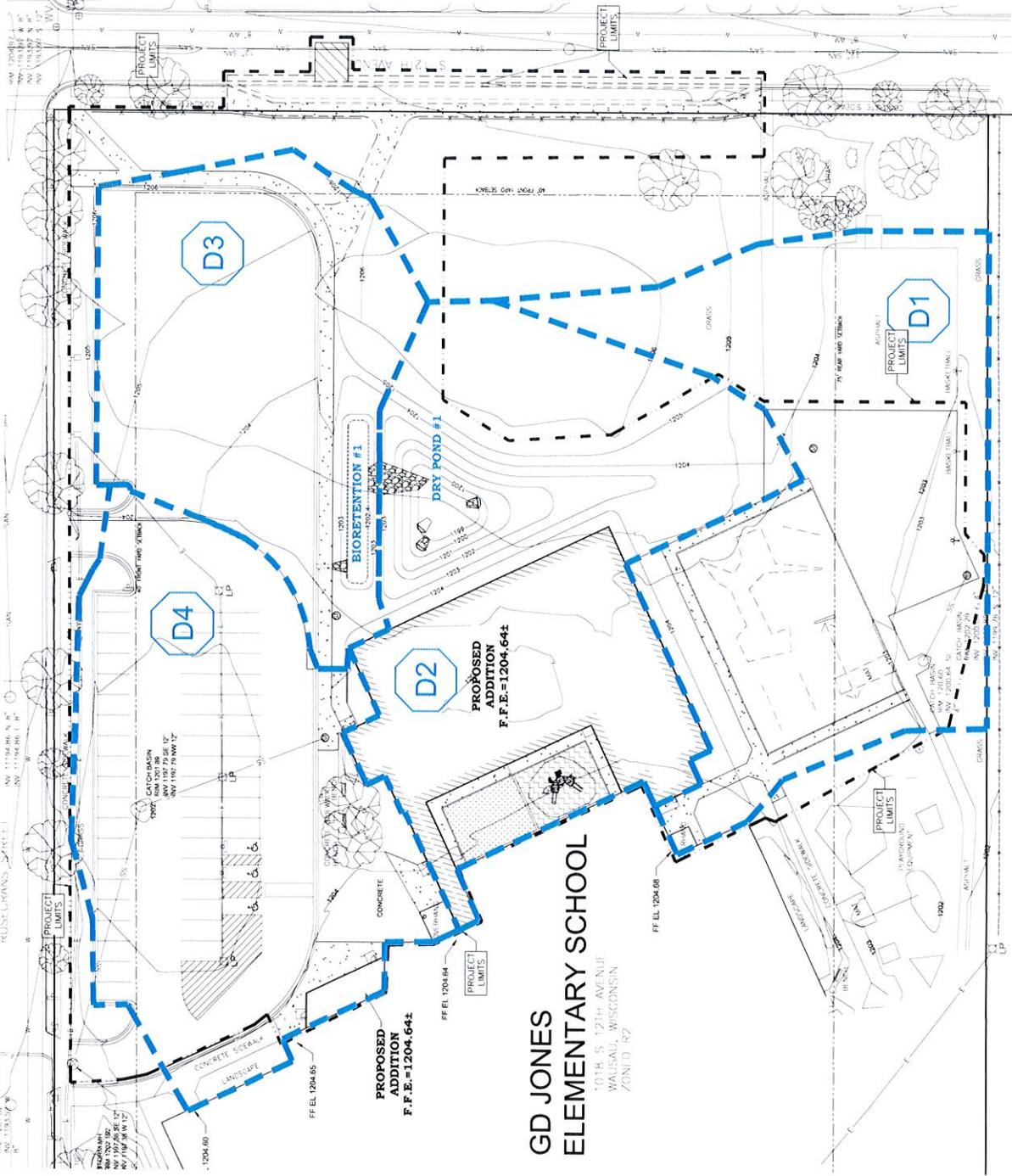
STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF MARATHON)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named James E. Tipple, Mayor, and Toni Rayala, 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: \_\_\_\_\_

**LAYOUT:**

- EXISTING DRAINAGE AREA
- D1**  
SITE SOURCE AREA  
1000' x 1000' = 1.00 AC
  - D2**  
SITE SOURCE AREA  
1000' x 1000' = 1.00 AC
  - D3**  
SITE SOURCE AREA  
1000' x 1000' = 1.00 AC
  - D4**  
SITE SOURCE AREA  
1000' x 1000' = 1.00 AC



**GD JONES  
ELEMENTARY SCHOOL**  
 1018 S. 12TH AVENUE  
 WAUSAU, WISCONSIN  
 ZONED R2

Scale 1" = 20'  
  
 0' 20' 40' 60'



# EXHIBIT A

See Grading & Drainage Map

# EXHIBIT B

## Storm Water Operations and Maintenance G. D. Jones Elementary School

The OWNER of this project in the City of Wausau, Marathon County, Wisconsin, is directly responsible for the operation, inspection, and maintenance of all storm water facilities located within the project site, as described below.

- **Detention Pond:**  
Inspection: Look for accumulation of sediment and/or debris in pond and riprap. Length of time water is retained in basin. Look for erosion or damage. Review plant health.  
  
Maintenance: Remove accumulated sediment deposits and/or debris in pond and riprap and repair any eroded or damaged grass areas. If water is retained for more than 24-48 hours after a storm event, replace top soil in bottom of basin by removing top 6" of topsoil, tilling bottom of basin, installing new topsoil and restoring grass in basin.
- **Bio-retention Basin :**  
Inspection: Look for accumulation of sediment and/or debris in basin and riprap. Length of time water is retained in basin. Look for erosion or damage. Review plant health; look for weeds and grasses encroaching on plants.  
  
Maintenance: Remove accumulated sediment deposits and/or debris in basin and riprap and repair any eroded or damaged grass areas. If water is retained for more than 24-48 hours after a storm event replace top 6" of engineered soil. Remove any identified weeds or grasses. Do not plow/store snow in bio-retention basin. Mow as needed through the first two years to a height of 6"-10" in native plantings. Mow and spot spray (any invasive weeds) as needed. Twice per year remove and replace any dead or diseased plants. Mow grass filter strips, sides of the banks and turf covers at least four times per year around bio-retention area. Maintain a minimum height of 2-½".
- **Storm Sewer:**  
Inspection: Accumulation of sediment and/or debris within endwall structure and storm sewer pipe. Look for damage to pipe and endwall structure.  
  
Maintenance: Remove accumulated sediment and/or debris within the pipe and endwall structure. Repair damage to pipe or endwall structure. If the damage is un-repairable then the pipe and/or endwall structure shall be replaced.

The aforementioned inspection and maintenance schedule shall be performed after any rainfall event exceeding one inch of rainfall, and at a minimum semi-annually in early spring and fall.

All inspections and maintenance shall be documented and the OWNER shall keep all inspection and maintenance reporting/records onsite and available upon request of the City and/or Wisconsin Department of Natural Resources.

Agenda Item No.

1C & 1D

*STAFF REPORT TO CISM COMMITTEE - February 11, 2016*

**AGENDA ITEM**

Action on a Stormwater Maintenance Agreement for the Wausau School District at 500 West Randolph Street (Thomas Jefferson School)

Action on a Stormwater Maintenance Agreement for Wausau and Marathon County Parks, Recreation and Forestry Department at 500 West Randolph Street

**BACKGROUND**

The Wausau School District is currently in the process of redeveloping a number of the elementary schools in the district. Thomas Jefferson Elementary School is one of the selected schools to be redeveloped. The proposed redevelopment includes: a building addition, improvements to the playground area and expansion of the existing parking lot. To manage the additional stormwater runoff, the School District will be installing best management practices to convey, treat and store the stormwater. The proposed on-site practices include a swale, two bio-retention basins and storm sewer. An off-site dry detention basin serving the school redevelopment will be constructed on City owned Park Land.

To ensure properly functioning stormwater practices year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a bi-annual basis. Two maintenance agreements are attached for your review due to the involvement of two separate property owners. The Parks Department has agreed to inspect and maintain the dry detention pond.

**FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Staff recommends approval of each stormwater maintenance agreement.

Staff contact: Sean Gehin 715-261-6748

Document No.

**AGREEMENT**  
Document Title

**AGREEMENT FOR THE MANAGEMENT AND  
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this 11 day of JANUARY, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau School Districts, 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

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 a bio-retention areas and grass swale which is the subject of this agreement.
2. OWNER specifically agrees to maintain the bio-retention areas and grass swale 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 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 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.

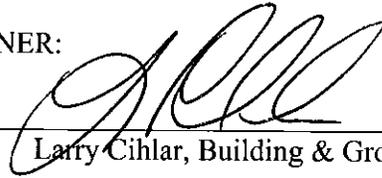
Recording Area

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

PIN: 291-2907-232-0023

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:

By:   
 Larry Cihlar, Building & Grounds Director

By: \_\_\_\_\_

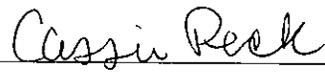
CITY OF WAUSAU:

By: \_\_\_\_\_  
 James E. Tipple, Mayor

By: \_\_\_\_\_  
 Toni Rayala, Clerk

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF MARATHON)

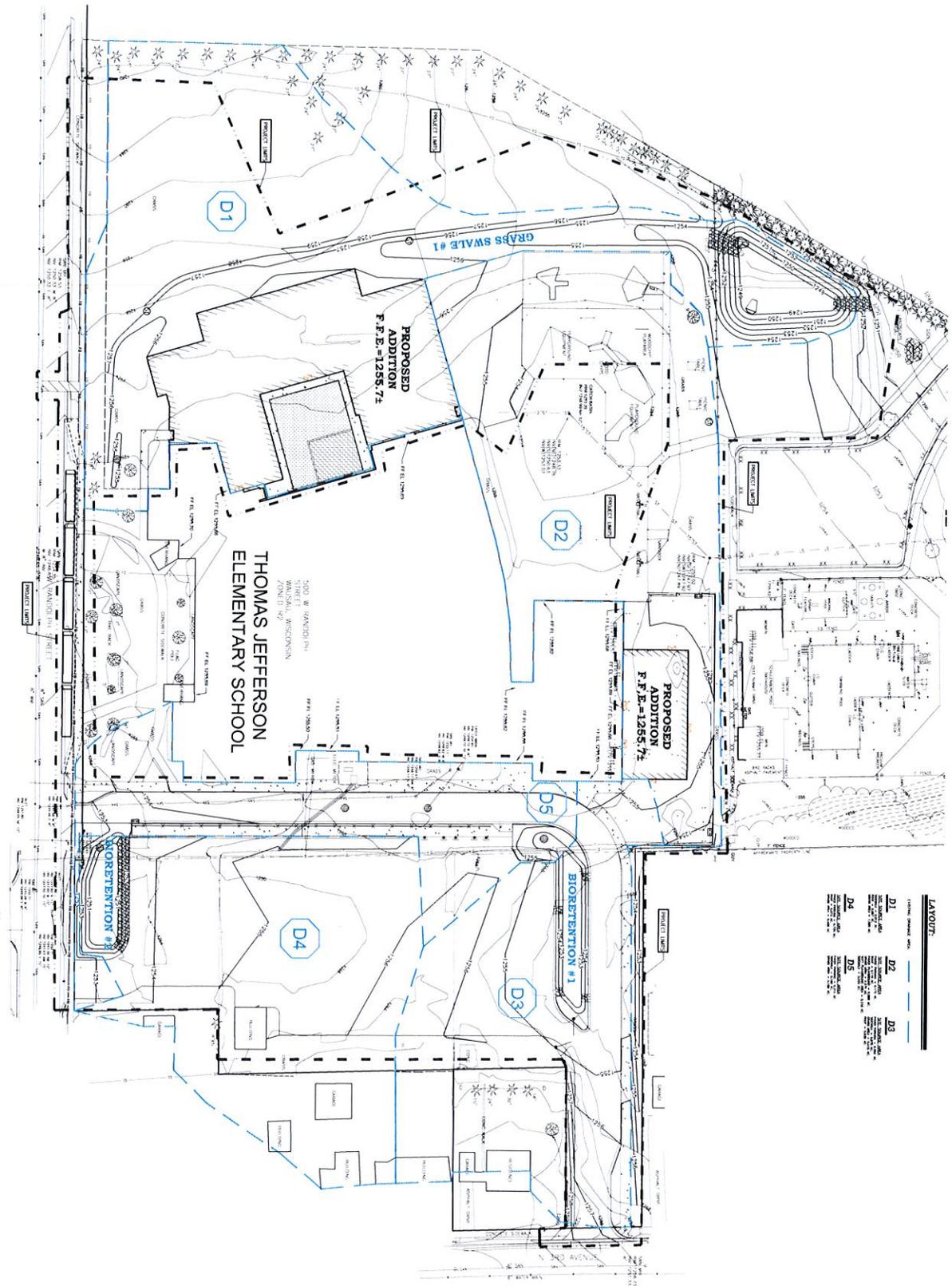
Personally came before me this 11 day of January, 2016, the above-named Larry Cihlar and \_\_\_\_\_ of \_\_\_\_\_, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

  
 Notary Public, Wisconsin  
 My commission: expires Oct 9, 2016

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF MARATHON)

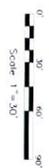
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named James E. Tipple, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
 Notary Public, Wisconsin  
 My commission: \_\_\_\_\_



**LAYOUT:**

D1	PROPOSED ADDITION
D2	PROPOSED ADDITION
D3	BIORETENTION #1
D4	BIORETENTION #2
D5	BIORETENTION #3



<p>Sheets Number:</p>	<p>Client Title:</p>	<p>Project Title:  <b>WAUSAU SCHOOL DISTRICT          THOMAS JEFFERSON ELEMENTARY SCHOOL          500 WEST RANDOLPH STREET          WAUSAU, WI 54401</b></p>	<p>Project Number:  <b>3180</b></p>	<p>Construction Documents</p> <p>Issued For:          October 30, 2019          November 12, 2019</p>	<p>Office Location:          Milwaukee          1777 North Sherman          Milwaukee, Wisconsin 53222          T: 414.226.0200</p> <p>Chicago Office:          1720 North Milwaukee          Chicago, IL 60642          T: 773.674.4000</p> <p>www.brayarchitects.com</p>	<p><b>bray</b> architects solid foundation. forward thinking</p>
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## EXHIBIT A

See Grading & Drainage Map

## EXHIBIT B

### Storm Water Operations and Maintenance Thomas Jefferson Elementary School

#### Operation and Maintenance, Long-term

The OWNER of this project in the City of Wausau, Marathon County, Wisconsin, is directly responsible for the operation, inspection, and maintenance of all storm water facilities located within the project site, as described below.

- **Bio-retention Basin :**  
Inspection: Look for accumulation of sediment and/or debris in basin and riprap. Length of time water is retained in basin. Look for erosion or damage. Review plant health; look for weeds and grasses encroaching on plants.  
  
Maintenance: Remove accumulated sediment deposits and/or debris in basin and riprap and repair any eroded or damaged grass areas. If water is retained for more than 24-48 hours after a storm event replace top 6" of engineered soil. Remove any identified weeds or grasses. Do not plow/store snow in bio-retention basin. Mow as needed through the first two years to a height of 6"-10" in native plantings. Mow and spot spray (any invasive weeds) as needed. Twice per year remove and replace any dead or diseased plants. Mow grass filter strips, sides of banks and turf covers at least four times per year around bio-retention area. Maintain a minimum height of 2-½".
- **Grass Swale:**  
Inspection: Look for accumulation of sediment and/or debris in pond and riprap. Length of time water is retained in basin. Look for erosion or damage. Review plant health.  
Maintenance: Remove accumulated sediment deposits and/or debris in pond and riprap and repair any eroded or damaged grass areas. If water is retained for more than 24-48 hours after a storm even, replace top soil in bottom of basin by removing top 6" of topsoil, tilling bottom of basin, installing new topsoil and restoring grass in basin.
- **Storm Sewer:**  
Inspection: Accumulation of sediment and/or debris within endwall structure and storm sewer pipe. Look for damage to pipe and endwall structure.  
  
Maintenance: Remove accumulated sediment and/or debris within the pipe and endwall structure. Repair damage to pipe or endwall structure. If the damage is un-repairable then the pipe and/or endwall structure shall be replaced.

The aforementioned inspection and maintenance schedule shall be performed after any rainfall event exceeding one inch of rainfall, and at a minimum semi-annually in early spring and fall.

All inspections and maintenance shall be documented and the OWNER shall keep all inspection and maintenance reporting/records onsite and available upon request of the City and/or Wisconsin Department of Natural Resources.

Document No.

**AGREEMENT**  
Document Title

**AGREEMENT FOR THE MANAGEMENT AND  
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau and Marathon County Parks, Recreation, and Forestry Department, 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

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 a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond 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 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 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.

Recording Area

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

PIN: 291-2907-232-0023



# EXHIBIT A

See Grading & Drainage Map

# EXHIBIT B

## Storm Water Operations and Maintenance

### Thomas Jefferson Elementary School

#### Operation and Maintenance, Long-term

The OWNER of this project in the City of Wausau, Marathon County, Wisconsin, is directly responsible for the operation, inspection, and maintenance of all storm water facilities located within the project site, as described below.

- **Detention Pond:**  
Inspection: Look for accumulation of sediment and/or debris in pond and riprap. Length of time water is retained in basin. Look for erosion or damage. Review plant health.  
  
Maintenance: Remove accumulated sediment deposits and/or debris in pond and riprap and repair any eroded or damaged grass areas. If water is retained for more than 24-48 hours after a storm even, replace top soil in bottom of basin by removing top 6" of topsoil, tilling bottom of basin, installing new topsoil and restoring grass in basin.
- **Storm Sewer:**  
Inspection: Accumulation of sediment and/or debris within endwall structure and storm sewer pipe. Look for damage to pipe and endwall structure.  
  
Maintenance: Remove accumulated sediment and/or debris within the pipe and endwall structure. Repair damage to pipe or endwall structure. If the damage is un-repairable then the pipe and/or endwall structure shall be replaced.

The aforementioned inspection and maintenance schedule shall be performed after any rainfall event exceeding one inch of rainfall, and at a minimum semi-annually in early spring and fall.

All inspections and maintenance shall be documented and the OWNER shall keep all inspection and maintenance reporting/records onsite and available upon request of the City and/or Wisconsin Department of Natural Resources.



Agenda Item No.

1E

*STAFF REPORT TO CISM COMMITTEE - February 11, 2016*

**AGENDA ITEM**

Action on a Stormwater Maintenance Agreement for Highland Community Church at 1005 North 28<sup>th</sup> Avenue

**BACKGROUND**

Starting in 2005, Highland Community Church has made a number of improvements to the east half of their property. The improvements include a building addition, out-building and most recently a parking lot expansion project. To comply with the City and DNR stormwater regulations, the Church in conjunction with the parking lot expansion project (east parking lot) has installed best management practices to convey, treat and store the additional stormwater. The proposed on-site practices include water quality swales, stone weepers, dry detention basins and culverts. To ensure properly functioning stormwater practices year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a bi-annual basis. The maintenance agreement is attached for your review.

**FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: Sean Gehin 715-261-6748

**AGREEMENT**  
Document Title

Document No.

AGREEMENT FOR THE MANAGEMENT AND  
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and \_\_\_\_\_

\_\_\_\_\_ 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

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 a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond 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 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 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.

Recording Area

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

PIN:

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: Highland Community Church

By: [Signature]

By: \_\_\_\_\_

CITY OF WAUSAU:

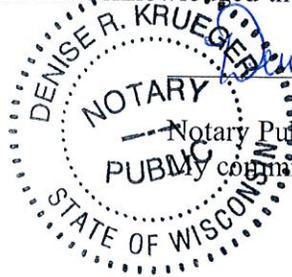
By: \_\_\_\_\_  
James E. Tipple, Mayor

By: \_\_\_\_\_  
Toni Rayala, Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

Personally came before me this 8<sup>th</sup> day of January, 2016, the above-named Ken Moberg and Executive Pastor/Owner of Highland Community Church, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]  
\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: Oct 16, 2016



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named James E. Tipple, Mayor, and Toni Rayala, 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: \_\_\_\_\_

## **EXHIBIT A**

See Grading & Drainage Exhibit

## **EXHIBIT B**

### **STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR HIGHLAND COMMUNITY CHURCH PARKING LOT 1005 NORTH 28TH AVE, WAUSAU, WI**

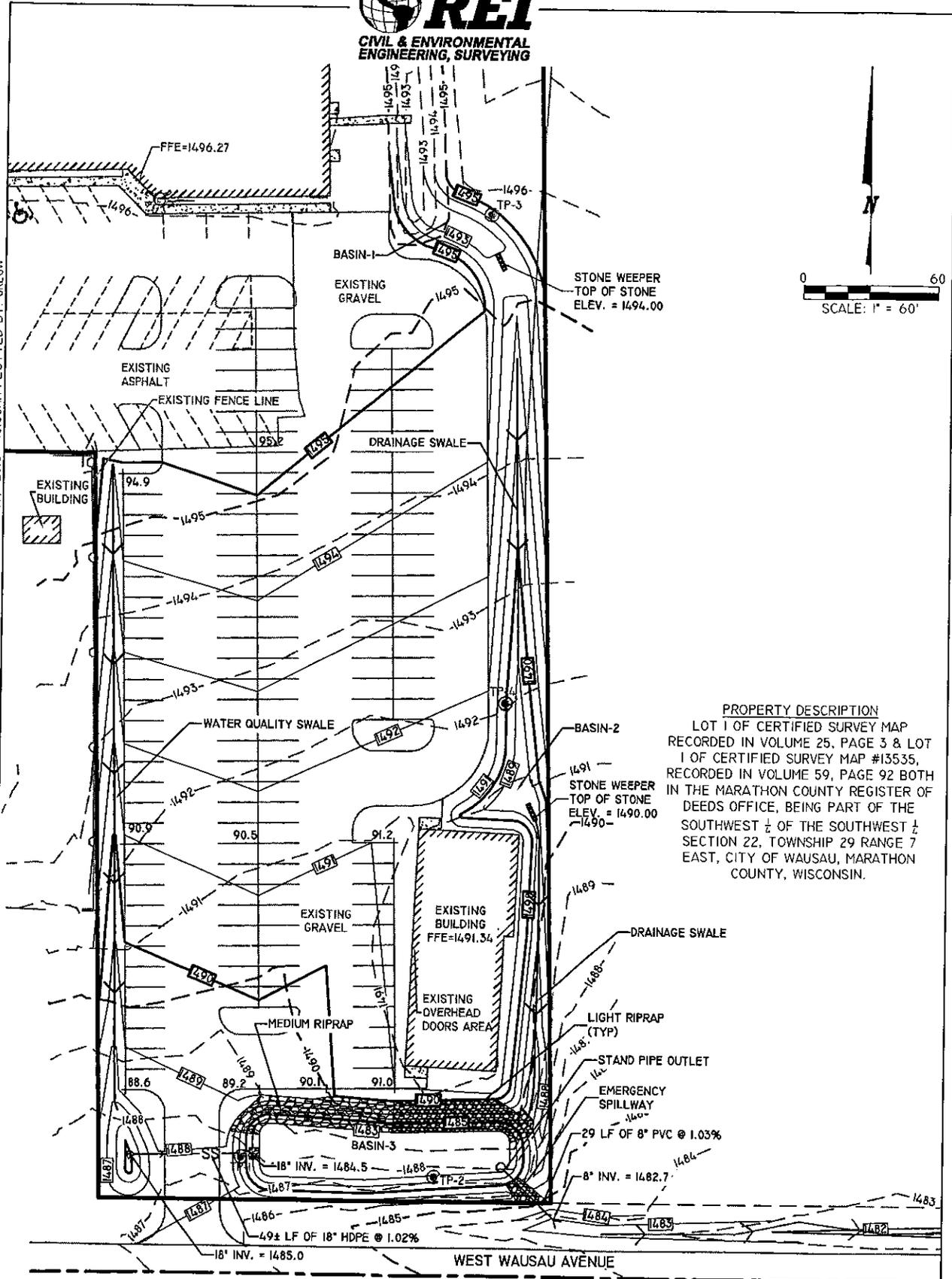
The Land Owner, Highland Community Church, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site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

Maintenance and inspection shall be performed within the culverts, stone weepers, dry basins, water quality swales, drainage swales, riprap, standpipe outlet structure, and emergency spillway.

Maintenance at this location shall consist of the following tasks:

1. Debris: Removal of trash and debris should be done on a regular basis to maintain culverts, stone weepers, dry basins, water quality swales, drainage swales, riprap, standpipe outlet structure, emergency spillway.
2. Storm and Outlet Structure: Remove accumulated sediment and/or debris from the standpipe outlet structure and culverts.
3. Riprap at the outfalls of the culvert and swale: Inspect riprap and repair/replace as needed to maintain integrity and function of riprap.
4. Riprap for slope protection: Inspect riprap and repair/replace as needed to protect from erosion and maintain function of riprap.
5. Mowing: Mow the swales and pond side slopes, and pond embankments to promote drainage, aesthetics, and control weed growth. Do not allow brush or trees to grow within the interior pond storage area or exterior backslopes of the pond.
6. Pond Embankments: Inspect the embankments of the ponds for settlement, sloughing, holes, and the presence of burrowing animals.
7. Emergency spillway: Inspect the spillway for settlement, sloughing, and erosion. Replace riprap as need to maintain integrity and function.
8. Swales: Maintain free-drainage within the water quality swales and drainage swales on the site. This will likely be accomplished via mowing and debris removal.
9. Stone Weeper: Inspect stone and replace or supplement as needed to maintain function and design intent. Snow plowing and mowing activities may dislodge stone on occasion.
10. Sedimentation: Remove accumulated sediment from the engineered water quality swales and dry basins once sediment interferes with the functionality of the swale and detention areas.

DRAWING FILE: P:\3600-3699\3642-HIGHLAND-CHURCH\DWG\EXHIBITS\3642-GRADING & DRAINAGE-REV.DWG LAYOUT: A PLOTTED: NOV 25, 2015 - 10:55AM PLOTTED BY: GREGW



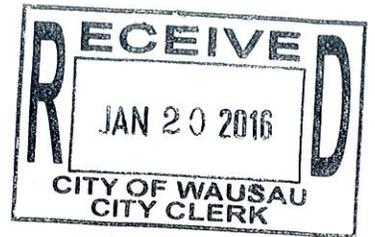
**PROPERTY DESCRIPTION**  
 LOT 1 OF CERTIFIED SURVEY MAP  
 RECORDED IN VOLUME 25, PAGE 3 & LOT  
 1 OF CERTIFIED SURVEY MAP #13535,  
 RECORDED IN VOLUME 59, PAGE 92 BOTH  
 IN THE MARATHON COUNTY REGISTER OF  
 DEEDS OFFICE, BEING PART OF THE  
 SOUTHWEST 1/4 OF THE SOUTHWEST 1/4  
 SECTION 22, TOWNSHIP 29 RANGE 7  
 EAST, CITY OF WAUSAU, MARATHON  
 COUNTY, WISCONSIN.

HIGHLAND COMMUNITY CHURCH  
 1005 N. 28th AVENUE  
 WAUSAU, WISCONSIN 54401

REI Engineering, INC.		
EXHIBIT A : GRADING & DRAINAGE EXHIBIT		
PROJECT NO.	DRAWN BY:	DATE:
3642	GSW	11/25/2015

<b>AGENDA ITEM</b>
Discussion and possible action on petition for annexation from the Town of Maine*: Johnson (petitioner) – 4306 and 4702 County Road K and adjacent property to the west
<b>BACKGROUND</b>
A petition has been received to annex 4306 and 4702 County Road K and the adjacent property to the west. The petition and annexation map are attached for your reference.
<b>FISCAL IMPACT</b>
The City will pay the Town of Maine* for a period of five years an amount equal to the value of the town taxes received from the annexation area at the time the annexation petition is final.
<b>STAFF RECOMMENDATION</b>
Staff recommends approval of the annexation
Staff contact: Eric Lindman 715-261-6745

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.



CC: Assessor  
Attorney  
Engineering  
GIS  
City Planner  
inspections  
Water Works  
Police Dept (Cheryl)

4306 County Road K  
Wausau WI 54401

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Toni Rayala, Clerk  
City of Wausau  
407 Grant Street  
Wausau, WI 54403

Tina Meverden, Clerk  
Town of Maine\*  
4200 N. 44<sup>th</sup> Avenue  
Wausau, WI 54401

Yvonne Henning, Clerk  
Wausau School District  
415 Seymour Street  
P.O. Box 359  
Wausau, WI 54402-0359

Mr. Erich Schmidtke  
Division of Intergovernmental Relations  
Municipal Boundary Review  
Wisconsin Department of Administration  
101 East Wilson Street, 10th Floor  
Madison, WI 53702-0001

Re: Annexation – 4306 and 4702 County Road K and Adjacent Property to the West

Ladies/Gentlemen:

Enclosed to each of you please find copy of a petition for direct annexation of territory in the Town of Maine\* to the City of Wausau, pursuant to Chapter 66, Wisconsin Statutes. Also enclosed is a scale map of the real estate which is located in the Town of Maine\*, Marathon County, Wisconsin. The petition contains the signatures of the sole owners of the property within the territory and the sole electors residing within the territory.

At this time I am also submitting to the Department of Administration a completed "Request for Annexation Review" form and check payable to the Department of Administration totaling \$1,150 for their review fee.

Sincerely,

  
Larry Johnson

Enclosures

Ms. Rayala, To you I enclose the original, signed petition for filing.

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.

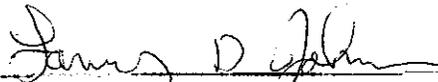
PETITION FOR ANNEXATION

The undersigned, constituting 100 percent of the owners and electors of the following-described territory located in the Town of Maine\*, Marathon County, Wisconsin, lying contiguous to the City of Wausau, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached scale map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Wausau, Marathon County, Wisconsin:

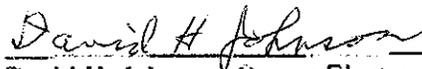
SEE ATTACHED MAP AND LEGAL DESCRIPTION

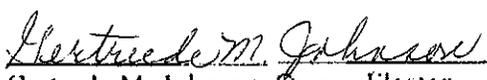
The current population of such territory is four (4).

Dated this 20 day of January, 2016.

  
Larry D. Johnson, Owner-Elector  
4306 County Road K  
Wausau WI 54401

  
Terri L. Johnson, Owner-Elector  
4306 County Road K  
Wausau WI 54401

  
David H. Johnson, Owner-Elector  
4702 County Road K  
Wausau WI 54401

  
Gertrude M. Johnson, Owner-Elector  
4702 County Road K  
Wausau WI 54401

  
Debra Thompson, Owner  
1141 Pinewood CT  
Sparta WI 54656

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.

## Legal Description for Proposed Annexation Johnson

Part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 9, Township 29 North, Range 7 East, Town of Maine\*, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Northeast  $\frac{1}{4}$  of Section 9; thence West, along the South line of said Northeast  $\frac{1}{4}$ , to the Westerly right-of-way of C.T.H. K, the point of beginning;

Thence Northerly, along said Westerly right-of-way, to the North line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence West, along said North line, to the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence south, along said West line, to the South line of said Northeast  $\frac{1}{4}$ ; thence East, along said South line, to said Westerly right-of-way of C.T.H. K, the point of beginning.

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.

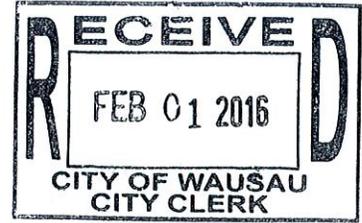


AGENDA ITEM
Discussion and possible action on petition for annexation from the Town of Maine*: Waldvogel (petitioner) – Merrill Avenue
BACKGROUND
This petition was before CISM in the past; however, a small parcel was inadvertently included in the map and legal description. At the direction of counsel, a new petition was signed and submitted for approval.
FISCAL IMPACT
The City will pay the Town of Maine* for a period of five years an amount equal to the value of the town taxes received from the annexation area at the time the annexation petition is final.
STAFF RECOMMENDATION
Staff recommends approval of the annexation.
Staff contact: Eric Lindman 715-261-6745

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.

cc:  
Assessor  
Attorney  
Engineering  
GIS  
City Planner  
Inspections

Water Works  
Police Dept.



3306 Merrill Avenue  
Wausau WI 54401

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

~~Toni Rayala, Clerk  
City of Wausau  
407 Grant Street  
Wausau, WI 54403~~

Tina Meverden, Clerk  
Town of Maine\*  
4200 N. 44<sup>th</sup> Avenue  
Wausau, WI 54401

Yvonne Henning, Clerk  
Wausau School District  
415 Seymour Street  
P.O. Box 359  
Wausau, WI 54402-0359

Mr. Erich Schmidtke  
Division of Intergovernmental Relations  
Municipal Boundary Review  
Wisconsin Department of Administration  
101 East Wilson Street, 10th Floor  
Madison, WI 53702-0001

Re: Annexation – Merrill Avenue

Ladies/Gentlemen:

Enclosed to each of you please find copy of a petition for direct annexation of territory in the Town of Maine\* to the City of Wausau, pursuant to Chapter 66, Wisconsin Statutes. Also enclosed is a scale map of the real estate which is located in the Town of Maine\*, Marathon County, Wisconsin. The petition contains the signatures of the sole owners of the property within the territory and the sole electors residing within the territory.

At this time I am also submitting to the Department of Administration a completed "Request for Annexation Review" form and check payable to the Department of Administration totaling \$2,350.00 for their review fee.

Sincerely, A handwritten signature in cursive script that reads "George Waldvogel".

George Waldvogel, Sr.

Enclosures

Ms. Rayala, To you I enclose the original, signed petition for filing.

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.

PETITION FOR ANNEXATION

The undersigned, constituting 100 percent of the owners and electors of the following-described territory located in the Town of Maine\*, Marathon County, Wisconsin, lying contiguous to the City of Wausau, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached scale map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Wausau, Marathon County, Wisconsin:

SEE ATTACHED MAP AND LEGAL DESCRIPTION

The current population of such territory is 2.

Dated this 1 day of ~~January~~, 2016.

*Feb. 1-2016*

*George Waldvogel*  
George Waldvogel, Sr., Owner-Elector  
3306 Merrill Avenue  
Wausau WI 54401

*Carla E Waldvogel*  
Carla E. Waldvogel, Owner-Elector  
3306 Merrill Avenue  
Wausau WI 54401

\_\_\_\_\_  
Charles Waldvogel, Owner  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
William Waldvogel, Owner  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
James Waldvogel, Owner  
\_\_\_\_\_  
\_\_\_\_\_

*Joseph M. Waldvogel*  
Joseph Waldvogel, Owner  
2400 Overlook Drive  
Wausau WI 54401

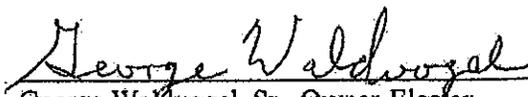
PETITION FOR ANNEXATION

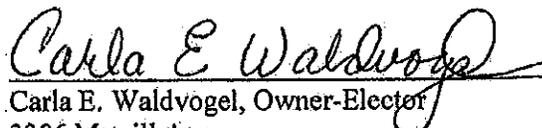
The undersigned, constituting 100 percent of the owners and electors of the following-described territory located in the Town of Maine\*, Marathon County, Wisconsin, lying contiguous to the City of Wausau, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached scale map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Wausau, Marathon County, Wisconsin:

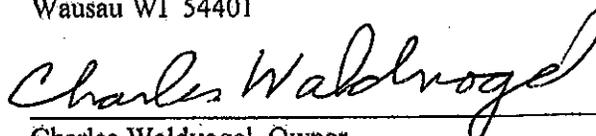
SEE ATTACHED MAP AND LEGAL DESCRIPTION

The current population of such territory is 2.

Dated this \_\_\_\_\_ day of January, 2016.

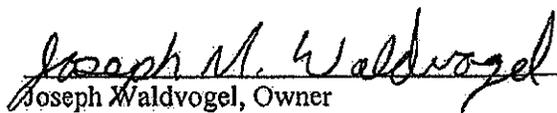
  
George Waldvogel, Sr., Owner-Elector  
3306 Merrill Avenue  
Wausau WI 54401

  
Carla E. Waldvogel, Owner-Elector  
3306 Merrill Avenue  
Wausau WI 54401

  
Charles Waldvogel, Owner

\_\_\_\_\_  
William Waldvogel, Owner

\_\_\_\_\_  
James Waldvogel, Owner

  
Joseph M. Waldvogel, Owner  
2400 Overlook Drive  
Wausau WI 54401

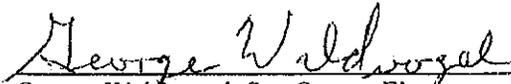
PETITION FOR ANNEXATION

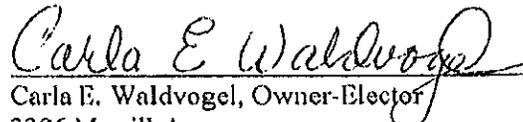
The undersigned, constituting 100 percent of the owners and electors of the following-described territory located in the Town of Maine\*, Marathon County, Wisconsin, lying contiguous to the City of Wausau, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached scale map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Wausau, Marathon County, Wisconsin:

SEE ATTACHED MAP AND LEGAL DESCRIPTION

The current population of such territory is 2.

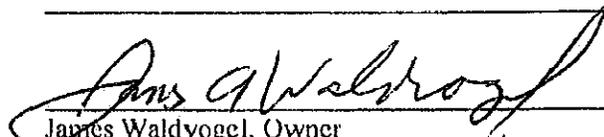
Dated this \_\_\_\_\_ day of January, 2016.

  
George Waldvogel, Sr., Owner-Elector  
3306 Merrill Avenue  
Wausau WI 54401

  
Carla E. Waldvogel, Owner-Elector  
3306 Merrill Avenue  
Wausau WI 54401

\_\_\_\_\_  
Charles Waldvogel, Owner  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
William Waldvogel, Owner  
\_\_\_\_\_  
\_\_\_\_\_

  
James Waldvogel, Owner  
2540 Arbor Court  
Mendota Heights, MN.  
55120

  
Joseph M. Waldvogel, Owner  
2400 Overlook Drive  
Wausau WI 54401

*Roger Marks*

Roger Marks, Owner  
4002 Stewart Avenue  
Wausau WI 54401

*Ronald Marks*

Ronald Marks, Owner  
5401 S. Mt. Rd  
Wausau Wis 54401

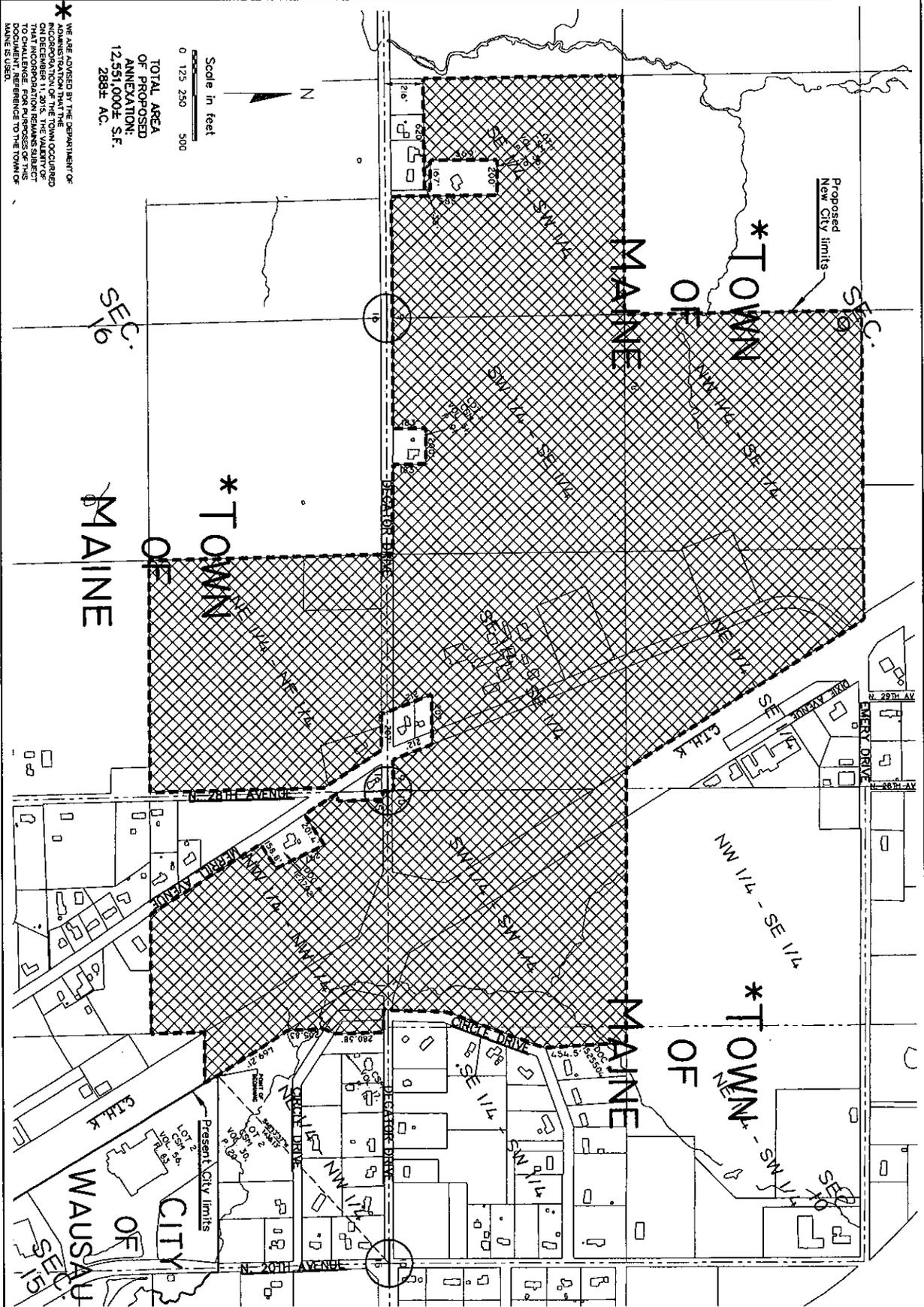
*Curtis M. Day*

Curtis M. Day, Owner  
3202 Decator Drive  
Wausau WI 54401

*Lisa Day*

Lisa M. Day, Owner  
3202 Decator Drive  
Wausau WI 54401

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.



WE ARE ADVISED BY THE DEPARTMENT OF REVENUE THAT THE INCORPORATION OF THE TOWN OCCURRED ON DECEMBER 1, 2015. THE VALIDITY OF THIS INCORPORATION REMAINS SUBJECT TO A FUTURE DETERMINATION BY THE DEPARTMENT OF REVENUE. REFERENCE TO THE TOWN OF MAINE IS USED.

Scale in feet  
 0 125 250 500

TOTAL AREA OF PROPOSED ANNEXATION: 12,551,000± S.F. 288± AC.

15-12-08  
 SHEET 1 OF 1  
 CONFORMANCE

**PROPOSED ANNEXATION MAP**  
 AREA #3 (MARKS/WALDVOGEL)  
 ANNEXING TERRITORY FROM THE \*TOWN OF MAINE TO THE CITY OF WAUSAU

ISSUED FOR	DATE	REVISIONS
PRELIMINARY REVIEW/APPROVAL	12/06/2015	P.R.NIKOLAI
OFFICE USE		
REVISIONS	1/26/2018	J.D.VANBOXEL
FINAL RECORD		

DRAWN BY: P.R.NIKOLAI  
 CHECKED BY: D.F.HUEMPFNER  
 INTRODUCED:  
 ADOPTED:  
 ORDINANCE NUMBER:  
 FILE NUMBER:



**CITY OF WAUSAU**  
 Engineering Department  
 407 GRANT STREET WAUSAU, WI 54981-0208  
 (715) 261-0740 FAX (715) 261-0709

## Legal Description for Proposed Annexation Waldvogel/Marks/Day

Part of the Southeast  $\frac{1}{4}$ , and part of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, part of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , Section 10, part of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ , Section 15, and part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 16, all in Township 29 North, Range 7 East, Town of Maine\*, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Northwest  $\frac{1}{4}$  of Section 15; thence South  $48^{\circ} 13' 37''$  West, 1438.13 feet to the Northwest corner of Lot 2 of Certified Survey Map No. 12956 recorded in Office of Register of Deeds for Marathon County in Volume 56 of Certified Survey Maps on Page 83, said point lying on the existing boundary of the City of Wausau, the point of beginning;

Thence North  $32^{\circ} 22' 45''$  West, along the Westerly line of Lot 2 of Certified Survey Map No. 7757 recorded in the Office of Register of Deeds for Marathon County in Volume 30 of Certified Survey Maps on Page 20, 469.21 feet; thence continuing along said Westerly line, North  $01^{\circ} 11' 22''$  West, 205.83 feet to the Northwest corner of said Lot 2; thence Northeasterly, to the Southwest corner of Certified Survey Map No. 4546 recorded in the Office of Register of Deeds for Marathon County in Volume 17 of Certified Survey Maps on Page 14; thence North  $01^{\circ} 11' 21''$  West, along the West line of said Certified Survey Map No. 4546, 280.38 feet to the South right-of-way of Decator Drive; thence West, along said South right-of-way and said South right-of-way extended Westerly, to the West right-of-way of Circle Drive; thence Northerly, along said West right-of-way, to the West line of the parcel described in Document No. 1525504 recorded in the Office of Register of Deeds for Marathon County; thence North, along said West line, 454.5 feet to the North line of the Southeast  $\frac{1}{4}$  of said Southwest  $\frac{1}{4}$  of Section 10; thence West, along said North line and along the North line of the Southwest  $\frac{1}{4}$  of said Southwest  $\frac{1}{4}$  of Section 10, and along the North line of the Southeast  $\frac{1}{4}$  of said Southeast  $\frac{1}{4}$  of Section 9, to the Westerly right-of-way of County Trunk Highway K; thence Northwesterly, along said Westerly right-of-way, to the North line of the Northeast  $\frac{1}{4}$  of said Southeast  $\frac{1}{4}$  of Section 9; thence West, along said North line, and along the North line of the Northwest  $\frac{1}{4}$  of said Southeast  $\frac{1}{4}$  of Section 9, to the West line of said Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ ; thence South, along said West line, to the North line of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 9; thence West, along said North line, to the West line of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence South, along said West line, to a line 216 feet Northerly of parallel with the South line of said Southeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$ ; thence East, along said parallel line, 620 feet to the West line of Lot 1 of Certified Survey Map No. 9073 recorded in the Office of Register of Deeds for Marathon County in Volume 36 of Certified Survey Maps on Page 76; thence North  $0^{\circ} 38' 43''$  East, along said West line, 33 feet; thence continuing along the boundary of said Lot 1, South  $89^{\circ} 35' 11''$  West, 167.00 feet; thence continuing along said West line, North  $0^{\circ} 38' 43''$  East, 369.00 feet to the North line of said Lot 1; thence North  $89^{\circ} 35' 11''$  East, along said North line, 200.00 feet to the East line of said Lot 1; thence South  $0^{\circ} 38' 43''$  West, along said East line, 585.00 feet to the North right-of-way of Decator Drive; thence East, along said North right-of-way, to the West line of Lot 1 of Certified Survey Map No. 12003 recorded in the Office of the Register of Deeds for Marathon County in Volume 51 of Certified Survey Maps on Page 91; thence North, along said West line,

183 feet to the North line of said Lot 1, thence North 90° East, along said North line, 200 feet to the East line of said Lot 1; thence South, along said East line, 183 feet to said North right-of-way of Decatur Drive; thence East, along said North right-of-way, to the west line of said Southeast ¼ of Southeast ¼ of Section 9; thence South, along said West line, and along the west line of said Northeast ¼ of the Northeast ¼ of Section 16, to the South line of said Northeast ¼ of Northeast ¼; thence East, along said South line, to the West right-of-way of North 28<sup>th</sup> Avenue; thence North, along said West right-of-way, to the Westerly right-of-way of Merrill Avenue; thence Northwesterly, along said Westerly right-of-way, to the South right-of-way of Decatur Drive; thence West, along said South right-of-way, 207 feet; thence Northwesterly, to the intersection of the North right-of-way of Decatur Drive at a point 207 feet West of said Westerly right-of-way of Merrill Avenue, measured along said North right-of-way; thence continuing Northwesterly, parallel to said Westerly right-of-way of Merrill Avenue, 212 feet; thence East, parallel to said North right-of-way of Decatur Drive, 207 feet to said Westerly right-of-way of Merrill Avenue, said point lying 212 feet Northwesterly of said North right-of-way of Decatur Drive, measured along said Westerly right-of-way of Merrill Avenue; thence continuing Easterly, parallel with said North right-of-way of Decatur Drive, to the Easterly right-of-way of Merrill Avenue; thence Southeasterly, along said Easterly right-of-way, 212 feet to said North right-of-way of Decatur Drive; thence East, along said North right-of-way, to the East line of said Southeast ¼ of Southeast ¼ of Section 9; thence South, along said East line, and along the East line of said Northeast ¼ of Northeast ¼ of Section 16, to said South right-of-way of Decatur Drive; thence East, along said South right-of-way, 50 feet to the East line of the parcel described in Document No. 1557834 recorded in the Office of the Register of Deeds for Marathon County, being a line 50 feet easterly of and parallel with said East line of the Southeast ¼ of the Southeast ¼; thence South, along said East and parallel line, 257.25 feet to the South line of said parcel described in Document No. 1557834, being a line 282 feet Southerly of and parallel with the North line of said Northwest ¼ of Section 15; thence East, along said South and parallel line, to the Easterly right-of-way of Merrill Avenue; thence Southeasterly, along said Easterly right-of-way, to the Northerly line of the parcel described in Document No. 1277921 recorded in the Office of the Register of Deeds for Marathon County; thence North 63° 30' East, along said Northerly line, 201.4 feet to the Easterly line of said parcel described in said Document No. 1277921; thence South 25° East, along said Easterly line, 297 feet to the Southerly line of said parcel described in Document No. 1277921; thence South 63° West, along said Southerly line, 158.8 feet to said Easterly right-of-way of Merrill Avenue; thence Southerly, along said Easterly right-of-way, to the South line of the Northwest ¼ of said Northwest ¼ of Section 15; thence East, along said South line, to the East line of said Northwest ¼ of Northwest ¼; thence North, along said East line, to the Westerly right-of-way of County Trunk Highway K; thence South 89° 56' 55" East, parallel to the North line of said Lot 2 of Certified Survey Map No. 12956, to the Easterly right-of-way of County Trunk Highway K and said existing boundary of the City of Wausau; thence Northerly, along said easterly right-of-way and along said existing boundary, to said Northwest corner of Lot 2 of Certified Survey Map No. 12956, the point of beginning.

\*We are advised by the Department of Administration that the incorporation of the Town occurred on December 11, 2015. The validity of that incorporation remains subject to challenge. For purposes of this document, reference to the Town of Maine is used.

O:\Engineering\Documents\Waldvogal-Annexation-Rev.docx  
February 1, 2016

AGENDA ITEM
Discussion and possible action regarding a Warranty Deed from 720 Grant Street for street purposes
BACKGROUND
The City was recently asked to determine if what appeared to be St. Paul Street, lying between Grant Street and McClellan Street, was a public right-of-way. It was determined that it was not. After this research was completed, the City Attorney's Office, along with the owners of 720 Grant Street, have requested that the area on the attached map be dedicated for public right-of-way. This would serve to dedicate the northeast quadrant of the intersection of McClellan Street and N. St. Paul Street as public right-of-way. A roadway currently being used by the public lies within this quadrant.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval contingent upon legal review.
Staff contact: Eric Lindman 715-261-6745

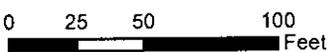
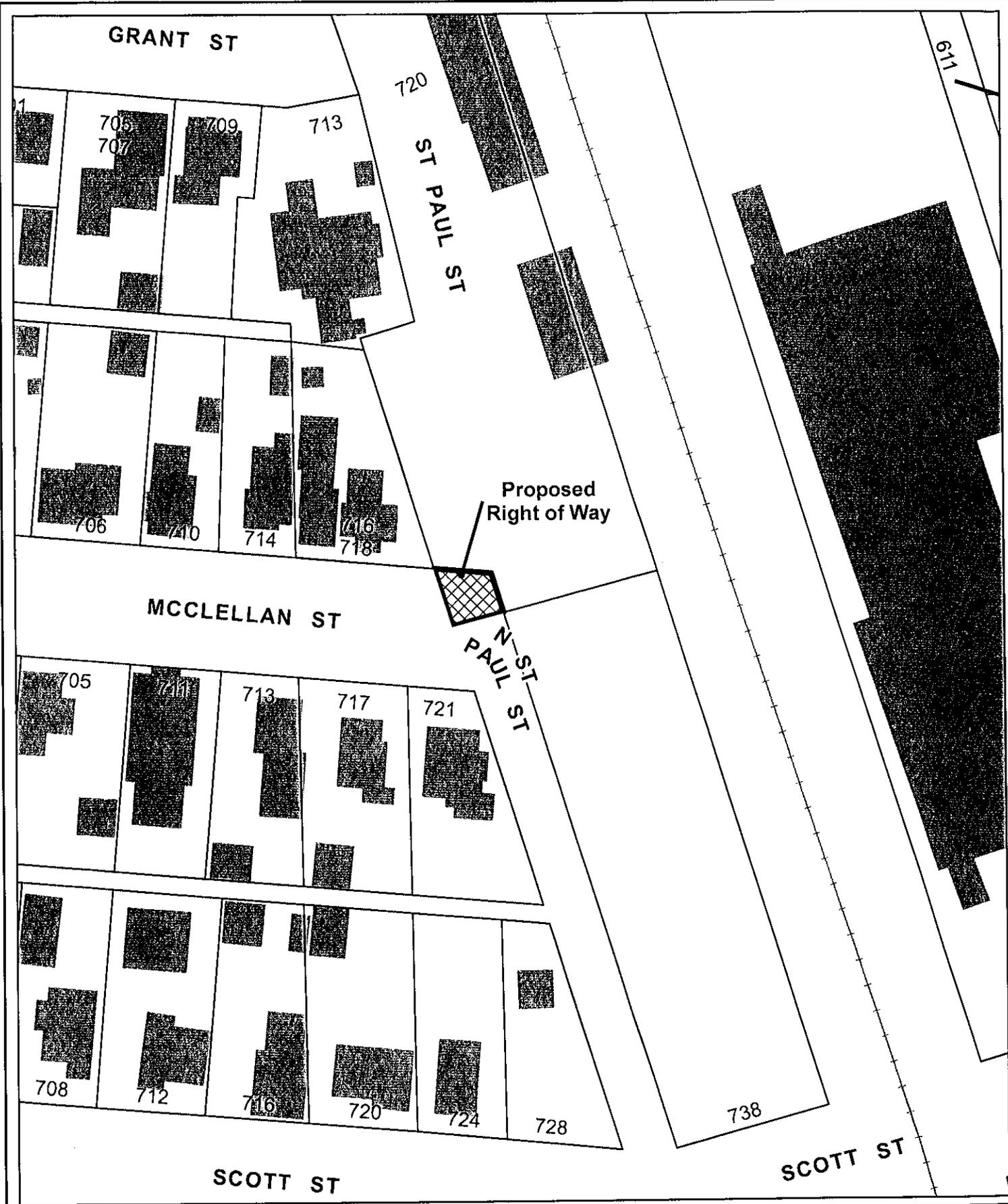


St. Paul Street  
Right-of-way Deed  
Shibilski  
720 Grant Street  
291-2907-254-0950

Part of the parcel described in Document No. 1489964 recorded in the Office of Register of Deeds for Marathon County, being part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said parcel described in Document No. 1489964, said corner being the intersection of the centerline of Mc Clellan Street and the Westerly right-of-way of St. Paul Street extended Northerly, the point of beginning;

Thence North  $73^{\circ}56'02''$  East, along the southerly line of said parcel described in Document No. 1489964, 29 feet to the Easterly right-of-way of said St. Paul Street; thence Northerly, along said Easterly right-of-way extended Northerly, approximately 25 feet to the Northerly right-of-way of said Mc Clellan Street extended easterly; thence Westerly, along said Northerly right-of-way extended Easterly, approximately 30.8 feet to the Westerly line of said parcel described in Document No. 1489964; thence Southerly, along said Westerly line, 35.56 feet to said Southerly line of the parcel described in Document No. 1489964, the point of beginning.



Map Date: December 17, 2015

# CITY OF WAUSAU

Marathon County, Wisconsin

### Legend

-  Proposed Right-of-Way
-  Existing Right of Way
-  Railroad
-  Existing Building



**AGENDA ITEM**

Discussion and possible action on an Amendment to the WDOT Memorandum of Understanding for the Stewart Avenue Detention Pond

**BACKGROUND**

In conjunction with the Hwy 51/29 corridor improvements the Department of Transportation, with input from the City, designed and constructed a number of stormwater ponds (4) to store and treat stormwater runoff from the highway improvements and known future developments at the time. The ponds were also sized to address existing deficiencies in the City's storm sewer system.

Due to local and state involvement a Memorandum of Understanding (MOU) for Stormwater Management was prepared to address the funding of the project, maintenance responsibilities and project concepts. The MOU was signed by both parties in 2005. The City paid a lump sum of \$294,180 for the drainage improvements.

An amendment to the Stormwater MOU is being proposed to allow the City to obtain early ownership of Pond D, the pond parcel located south of Stewart Avenue and west of the Hwy 29 ramps. The original signed MOU for Pond D transfers the real estate, ownership, and maintenance responsibilities at the time of full development of the excess right-of-way which is now owned by Chuck Ghidorzi.

Early ownership of the basin is necessary to accommodate the O'Malley Dealership redevelopment which is planned for this spring.

To adequately determine the risks involved with the early ownership of the WDOT pond, the City has completed a stormwater study of the pond and completed soil and sediment testing. The study and soil testing confirmed/revealed that the pond has sufficient capacity to accommodate the tributary watershed along with future developments, need for a liner, the need for future maintenance (dredging), and potential need to landfill dredged sediment. The costs for the study, testing, dredging and installation of a pond liner have been addressed in the amended MOU.

**FISCAL IMPACT**

To offset the early acquisition and maintenance efforts of the basin, the Wisconsin Department of Transportation is offering a lump sum payment of \$336,941.

**STAFF RECOMMENDATION**

Staff recommends accepting the amended WDOT Memorandum of Understanding.

Staff contact: Sean Gehin 715-261-6748

**Amendment I to the  
Memorandum of Understanding  
Storm Water Management  
Big Rib River to Bridge Street  
City of Wausau and Wisconsin DOT**

**Project ID: 1166-02-00  
USH 51/STH 29 Corridor Improvement Project  
Fox Glove Road to Big Rib River  
USH 51/STH 29  
Marathon County**

WHEREAS, the Wisconsin Department of Transportation, hereinafter called the State, and the City of Wausau, hereinafter called the City, entered into a Memorandum of Understanding (MOU) dated January 4, 2005 to address Storm Water Management; and

WHEREAS, in 2005, the State constructed project ID 1166-10-73 in which several ponds were built to address current and future storm water needs as determined at that time; and

WHEREAS, in 2015, the State and City agreed to contract for a new drainage study to ensure compliance of Pond D for current and future storm water management needs; and

WHEREAS, this study, completed by the City, indicates compliance of Pond D, the need for installation of a Type B Liner due to the ground water elevation, and necessary soil testing and dredging for the maintenance of Pond D; and

WHEREAS, the State, as the current owner of Pond D, is responsible for such maintenance; and

WHEREAS, due to an error and omissions by the State contractor, the commitment of the MOU was not completed regarding the size of a manhole placed through construction project 1166-10-73 and it became necessary for the City to contract and pay for the manhole upsizing in order to maintain the schedule set by the developer; and

WHEREAS, the State is responsible for costs associated with storm water management installation fitting and proper for development of the excess right-of-way established in said MOU; and

NOW THEREFORE, the parties hereto do mutually agree to the below described transfer of funds and real estate ownership of excess lands of Pond D under the conditions described within this amendment:

1. THE STATE WILL:
  - A. Provide a Certified Survey Map and execute a quit claim deed transferring the ownership and maintenance responsibilities for 6.414 acre parcel to the City. All or a portion of the right-of-way property will revert back to state ownership if needed for future improvements along STH 52 or if the City no longer needs the property for public use.
  - B. Remit a one-time Lump Sum payment of \$336,941 through State Project ID: 1009-41-23 to the City for:

- a. 80% of the cost of the drainage study and amendments, completed in 2015 totaling \$40,000. State portion calculated as \$32,000.
- b. 100% of the cost to perform soil and sediment tests; invoiced at \$3,776.
- c. 100% of the cost to dredge Pond D; calculated as \$237,000.
- d. 100% of the cost for the city to install a Type B Liner; calculated at \$50,000.
- e. 100% of the cost to upsize the undersized manhole; invoiced at \$14,165.

C. The State will make the payment in 2016. The check will be made payable to:

City of Wausau  
 407 Grant Street  
 Wausau WI 54403

2. THE CITY WILL:

- A. Accept payment and responsibility for conducting soil testing, the dredging of Pond D and installation of Type B Liner as indicated in the study.
- B. Upon signature below, accept all maintenance responsibility for the 6.414 acre parcel, in its current condition, including Pond D per Map B (attached).
- C. Upon execution of quit claim deed, accept the ownership of the 6.414 acre parcel, including Pond D per Map B (attached).

BE IT FURTHER RESOLVED, the effective date of this agreement shall be upon approval and signing by the State and City.

CITY OF WAUSAU

STATE OF WISCONSIN

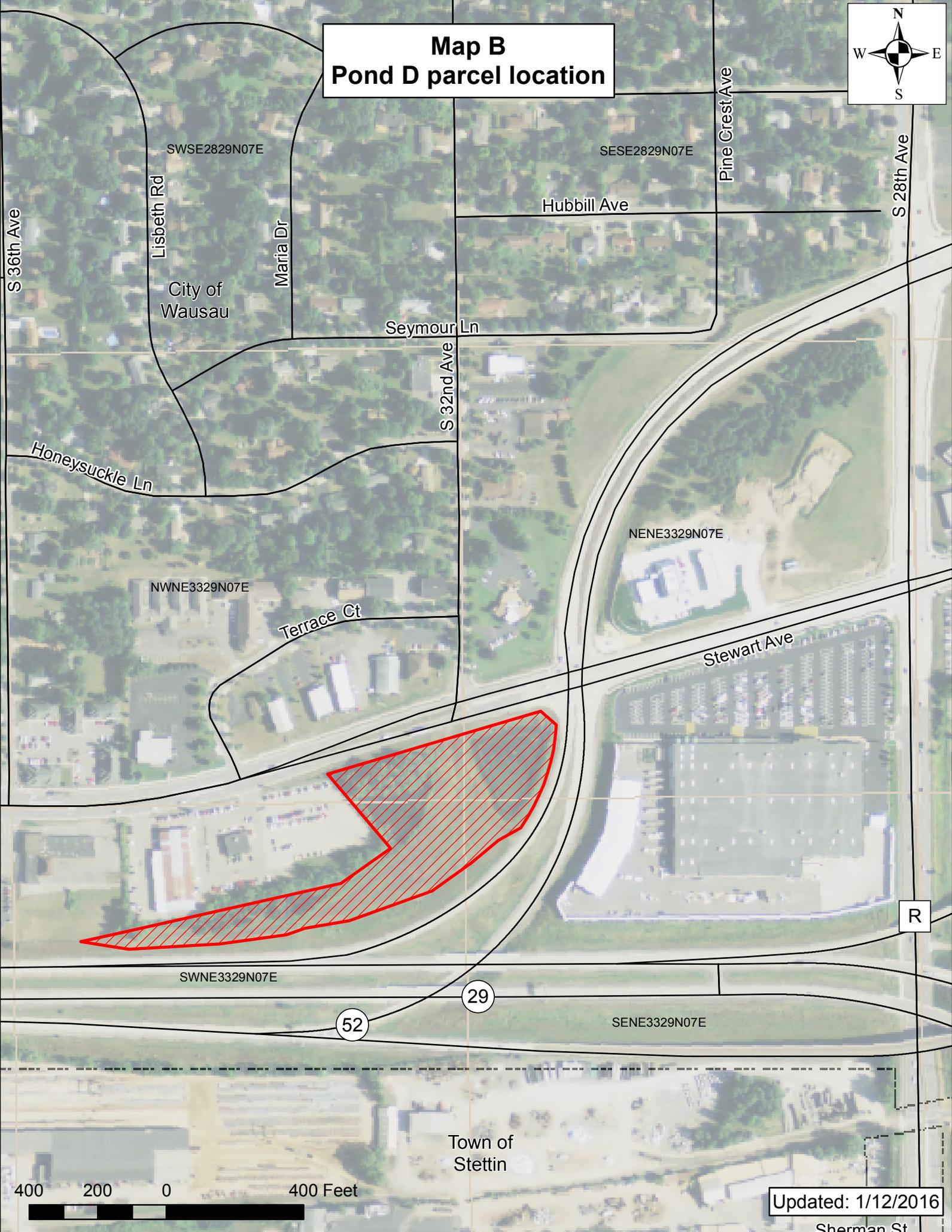
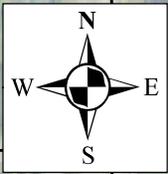
\_\_\_\_\_  
 Mayor, City of Wausau

\_\_\_\_\_  
 North Central Region

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Map B Pond D parcel location



400 200 0 400 Feet

Updated: 1/12/2016

Sherman St



**Wisconsin Department of Transportation**

---

Date: February 10, 2005

To: Joseph L. Gehin  
City Hall  
407 Grant Street  
Wausau, WI 54403-4783

**Division of Transportation Districts**  
District 4  
1681 Second Avenue South  
Wisconsin Rapids, WI 54495-8021

Telephone: (715) 421-8300  
Facsimile (FAX): (715) 423-0334  
wisrapids.dtd@dot.state.wi.us

RECEIVED  
FEB 15 2005

Subject: Project ID 1166-02-00, Storm Water Memorandum of Understanding

Dear Joseph:

Enclosed is the Memorandum of Understanding for Storm Management Facilities for the USH 51/STH 29 Corridor Improvement Project signed by Mr. Berg. Also enclosed is a copy of the resolution adopted by the Common Council.

Sincerely,

A handwritten signature in cursive script, appearing to read "Douglas Ross".

Douglas Ross  
WisDOT, Hwy.51/29 Corridor Management Team

Cc:  
Jim Wendels, WISDOT  
Janet Smith, WISDOT  
Cameron Bump, WISDNR  
Glenn Speich, Marathon County  
Bill Fenhaus, Town of Stettin  
Eric Sorensen, Ayres Associates  
Bruce Ommen, Ayres Associates  
Dave Wolmutt, Strand Associates  
Kevin Kuhlow, Strand Associates  
Marybeth Walsh, GAS

**Memorandum of Understanding  
Storm Water Management  
Big Rib River to Bridge Street  
City of Wausau and Wisconsin DOT**

January 4, 2005

Project ID: 1166-02-00  
USH 51/STH 29 Corridor Improvement Project  
Fox Glove Road to Big Rib River  
USH 51/STH 29  
Marathon County

Project ID 1166-09-75  
USH 51/STH 29 Corridor - Wausau  
USH 51/STH 29 Southbound  
Mallard Lane to Sherman Street

Project ID 1166-09-74  
USH 51/STH 29 Corridor - Wausau  
STH 29 Westbound  
Sherman St. Flyover Bridge

Project ID 1166-11-74  
USH 51/STH 29 Corridor - Wausau  
USH 51/STH 29 Southbound  
Sherman Street to STH 52

Project ID 1166-09-76  
USH 51/STH 29 Corridor - Wausau  
USH 51/STH 29 Northbound  
Mallard Lane to Sherman Street

Project ID 1166-11-76  
USH 51/STH 29 Corridor - Wausau  
USH 51/STH 29 Northbound  
Sherman Street to STH 52

Project ID 1166-09-78  
USH 51/STH 29 Corridor - Wausau  
Sherman Street  
28<sup>th</sup> Avenue to 24<sup>th</sup> Avenue

Project ID 1166-10-72  
USH 51/STH 29 Corridor - Wausau  
STH 29  
STH 52 to USH 51

Project ID 1166-11-75  
USH 51/STH 29 Corridor - Wausau  
STH 29 West System Ramps, North  
STH 52 to USH 51

Project ID 1166-10-73  
USH 51/STH 29 Corridor - Wausau  
STH 52 Extension  
Stewart Avenue Intersection

Project ID 1166-10-71  
USH 51/STH 29 Corridor - Wausau  
STH 29/STH 52 Extension  
39<sup>th</sup> Avenue to Seymour Lane

Project ID 1166-09-72  
USH 51/STH 29 Corridor - Wausau  
STH 52 Extension  
Seymour Lane to 18<sup>th</sup> Avenue

Project ID 1166-11-79  
USH 51/STH 29 Corridor - Wausau  
STH 52 Off Ramp from USH 51 NB  
Sherman Street to STH 52

Project ID 1166-11-81  
USH 51/STH 29 Corridor - Wausau  
20<sup>th</sup> Avenue  
Westwood Drive to Bridge Street

Project ID 1166-11-80  
USH 51/STH 29 Corridor - Wausau  
Bridge Street & USH 51 Interchange  
STH 52 to Bissell Street

Project ID 1166-09-77  
USH 51/STH 29 Corridor - Wausau  
Stewart Avenue  
26<sup>th</sup> Ave to 24<sup>th</sup> Ave

## Drainage Improvements

The construction of these projects require substantial changes to the drainage features in the area. In order to protect the roadways and adjacent riparian owners, a drainage study was conducted to determine the needs of the area and minimize the potential for flooding developed properties.

The drainage study investigated existing deficiencies with storm water management in the area. The drainage study recommended several improvements to the system to minimize existing deficiencies and to accommodate additional flows from the USH 51/STH 29 corridor improvement project and future development.

The improvements to the storm water management system are partially the responsibility of the local units of government. In order to assess costs between various responsible parties, storm water flows and volumes were calculated based on the existing land use conditions at the time of construction of the original corridor and the land use conditions that currently exist.

Based on this study, the following cost share responsibilities were developed:

- Wisconsin Department of Transportation – 60.0%
- City of Wausau – 36.6%
- Town of Stettin – 3.4%

Since the time the study was completed, the City annexed the portion of the Town that contributed the majority of storm water to this system. As part of the annexation agreement, it was understood the City would fund the Town's 3.4% share for storm water management.

### Storm Water Ponds

Four ponds will be constructed as part of the USH 51/STH 29 corridor improvement project. The ponds are shown as Ponds A, B, C and D on Map A. Ownership and Maintenance responsibilities are as follows for each pond:

**Pond A** – Real estate, Ownership and Maintenance Responsibilities will be transferred to the City following completion of the USH 51 mainline reconstruction, but no sooner than January 1, 2010.

- Pond A Capacity - 9.2 Acre-Feet
- Pond A Capacity Used - 9.2 Acre-Feet

**Pond B** – Real Estate, Ownership and Maintenance Responsibilities will be transferred to the City following completion of USH 51 mainline reconstruction, but no sooner than January 1, 2010.

- Pond B Capacity – 19.0 Acre-Feet
- Pond B Capacity Used – 18.9 Acre-Feet

**Pond C** - The Department will retain ownership and maintenance responsibilities for Pond C. The Department may consider future requests from the City to use some of the remaining capacity of this pond in the future.

- Pond C Capacity – 43.4 Acre-Feet
- Pond C Capacity Used - 24.8 Acre-Feet

The storm sewer system on Westwood Drive and Bridge Street and the westerly USH 51 ditch will be designed to accommodate a 50 – year event from these developments. Each development will be responsible for limiting flow from their individual sites to a 50-year event. Locations of possible connections to the storm sewer system are shown on the attached map.

#### **Future Development Accommodations – Excess Right-of-Way**

The Department will accommodate storm water from developments lying within the existing right-of-way as shown on Map E. Ponds A, B, C and D will be sized to accommodate the 100-year storm water volume from these developments. The system of Ponds A, B, and C are designed to address peak discharge and sediment control performance standards specified by the Wisconsin Department of Natural Resources (NR 151 – October, 2004) for the tributary area. However, future site developers will be responsible for complying with any additional Department of Natural Resources storm water discharge permit requirements and storm water quality standards existing at the time of proposed development.

The storm sewer system leading from these developments to the individual ponds will be designed to accommodate a 50-year event. Each development will be responsible for limiting flow from their individual sites to a 50-year event.

#### **Future Development Accommodations – Marshfield Clinic**

The Department will accommodate storm water from future development of the remaining Marshfield Clinic lands. The pond system for Ponds A, B and C will be designed to accommodate the 100-year event from this future development.

The 48-inch storm sewer that currently outfalls onto Marshfield Clinic's property near West Ridge Drive will be routed to Pond A as a separate storm sewer system as shown on Exhibit F. The capacity of the existing retention pond located on the southern portion of Marshfield's Clinic property will be allocated to Ponds A, B and C to allow the elimination of this pond. The system of Ponds A, B, and C are designed to address peak discharge and sediment control performance standards specified by the Wisconsin Department of Natural Resources (NR 151 – October, 2004) for the tributary area. However, Marshfield Clinic will be responsible for complying with any additional Department of Natural Resources storm water discharge permit requirements and storm water quality standards existing at the time of proposed development. A map showing the proposed improvements to accommodate these modifications to drainage patterns is attached.

The 48-inch storm sewer extension to Pond A will be designed to accommodate a 100-year event. All other cross culverts and storm sewer will be sized to accommodate a 50-year event.

#### **24<sup>th</sup> Avenue Watershed Improvements**

The Department will accommodate reductions in the flow rate crossing under USH 51 through the 7'x5' box culvert located immediately south of the USH 51/STH 52 interchange. The Department will increase the size of the storm sewer system to carry water from Pond B to Pond C as shown on Map G. The reduced flow rate will aid in alleviating future flooding problems downstream of the USH 51 crossing.

#### **Video Inspection of 28<sup>th</sup> Avenue Storm Sewer**

The City will provide a video inspection report of the segment of 84" storm sewer along 28<sup>th</sup> Avenue that outfalls to the Rib River, and the segment of 72" storm sewer that diagonally crosses the present 28<sup>th</sup> Avenue interchange between 28<sup>th</sup> Avenue and Stewart Avenue.

This agreement is made by the undersigned under proper authority to make such agreement for the designated Municipalities and upon acceptance by the State shall constitute agreement between the Municipalities and the State.

Signed for and in behalf of City of Wausau  
City

Signature James E Tipple	Title Mayor	Date
Signature	Title	Date

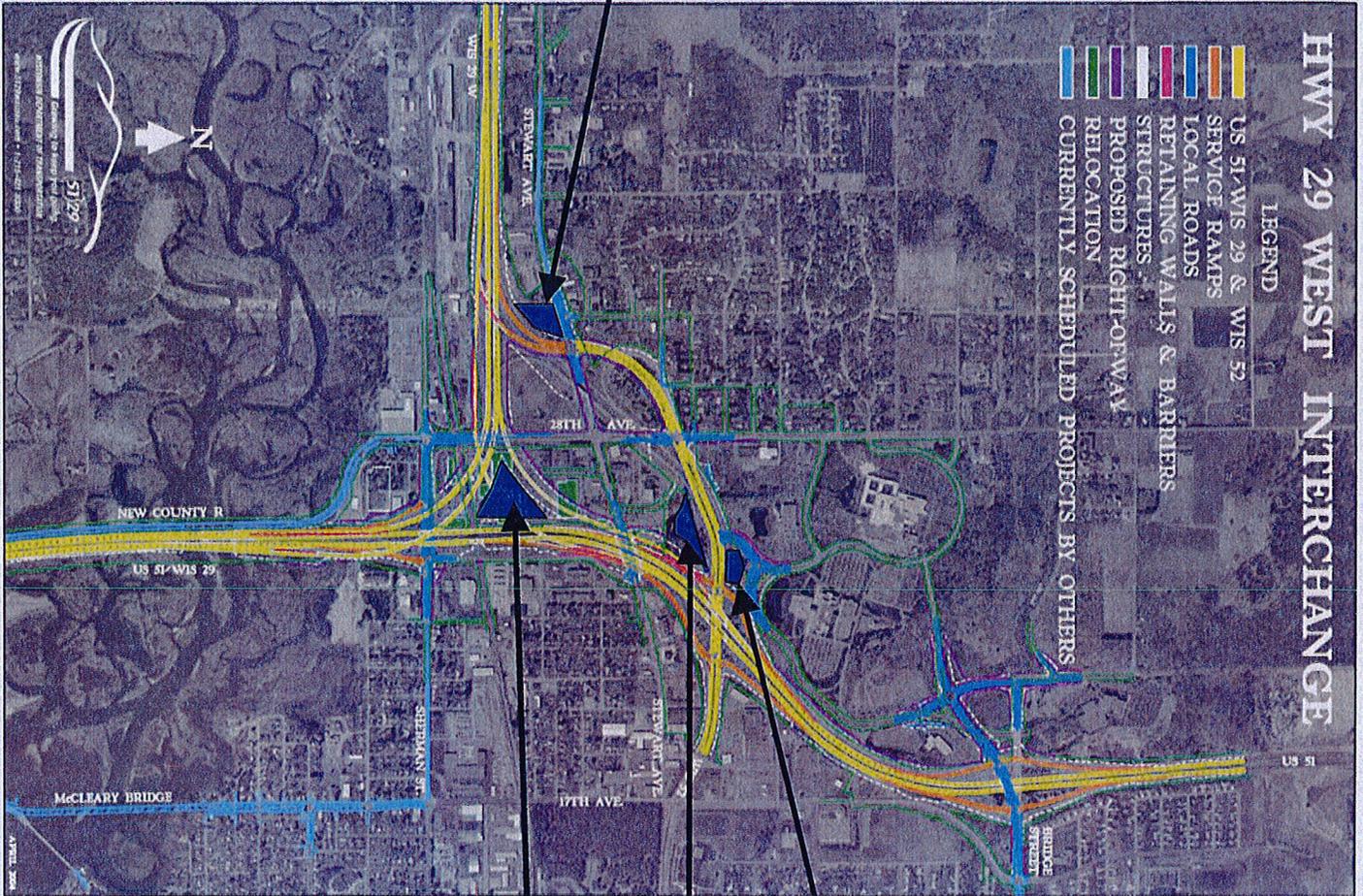
Signed for and in behalf of Wisconsin Department of Transportation  
State

Mike Berg	Transportation Director - District 4	
Printed Name	Title	Date
Signature		

# HWY 29 WEST INTERCHANGE

## LEGEND

- US 51, WIS 29 & WIS 52
- SERVICE RAMPS
- LOCAL ROADS
- RETAINING WALLS & BARRIERS
- STRUCTURES
- PROPOSED RIGHT-OF-WAY
- RELOCATON
- CURRENTLY SCHEDULED PROJECTS BY OTHERS



Pond D

Pond C

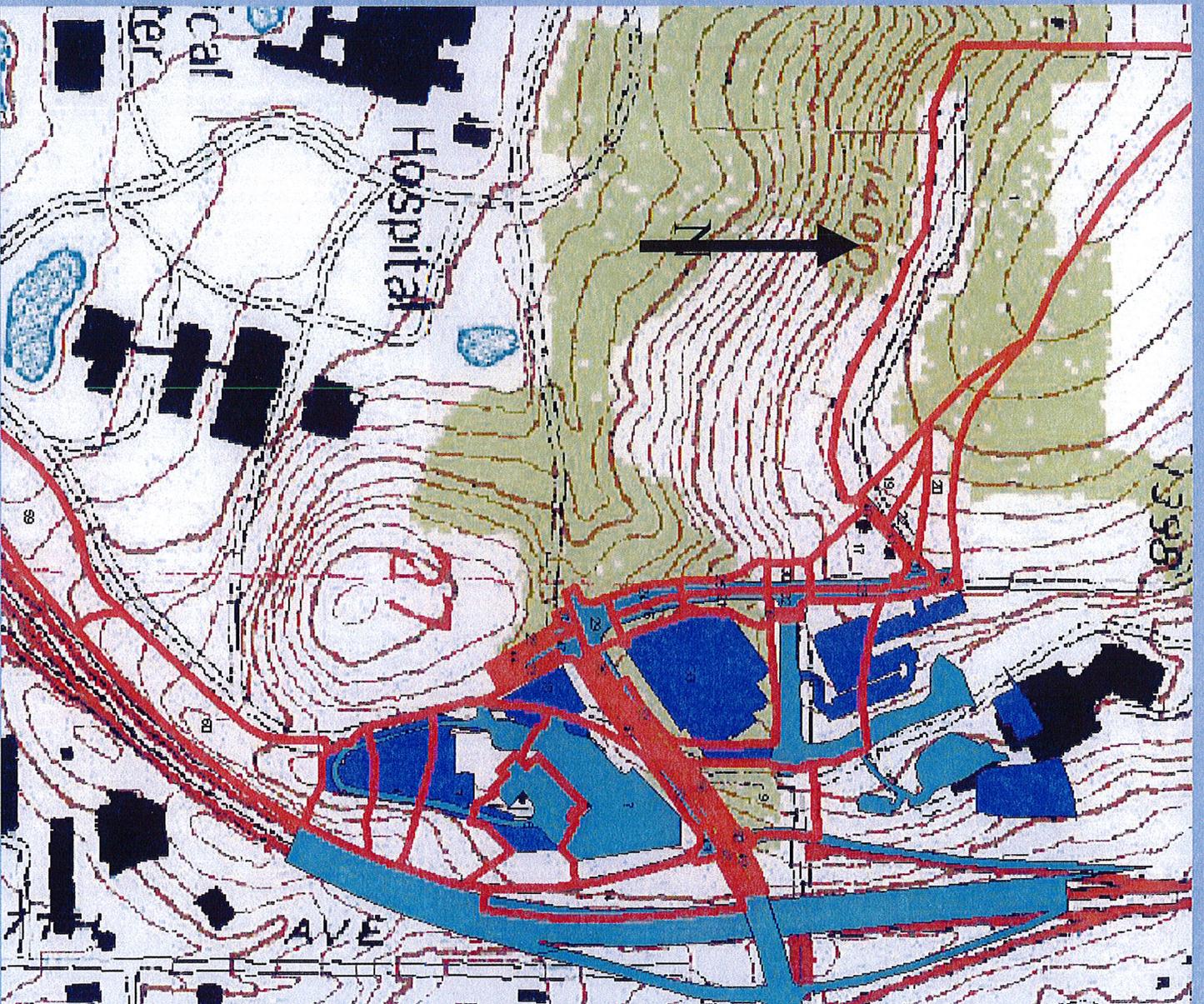
Pond B

Pond A

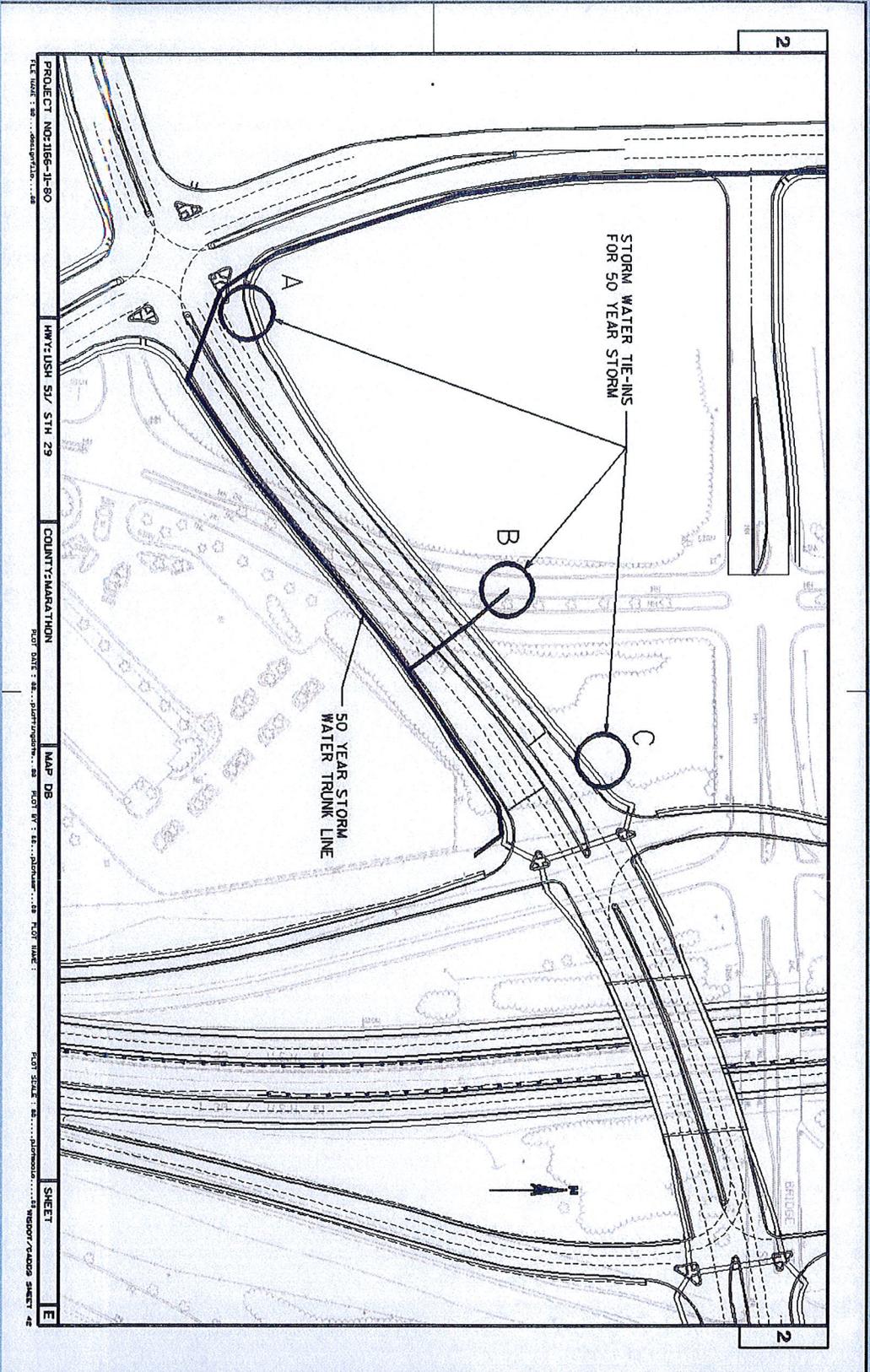
MAP A

# DARK BLUE AREAS

Areas of Future  
Development  
Accommodated  
within Ponds A,  
B and C



MAP C



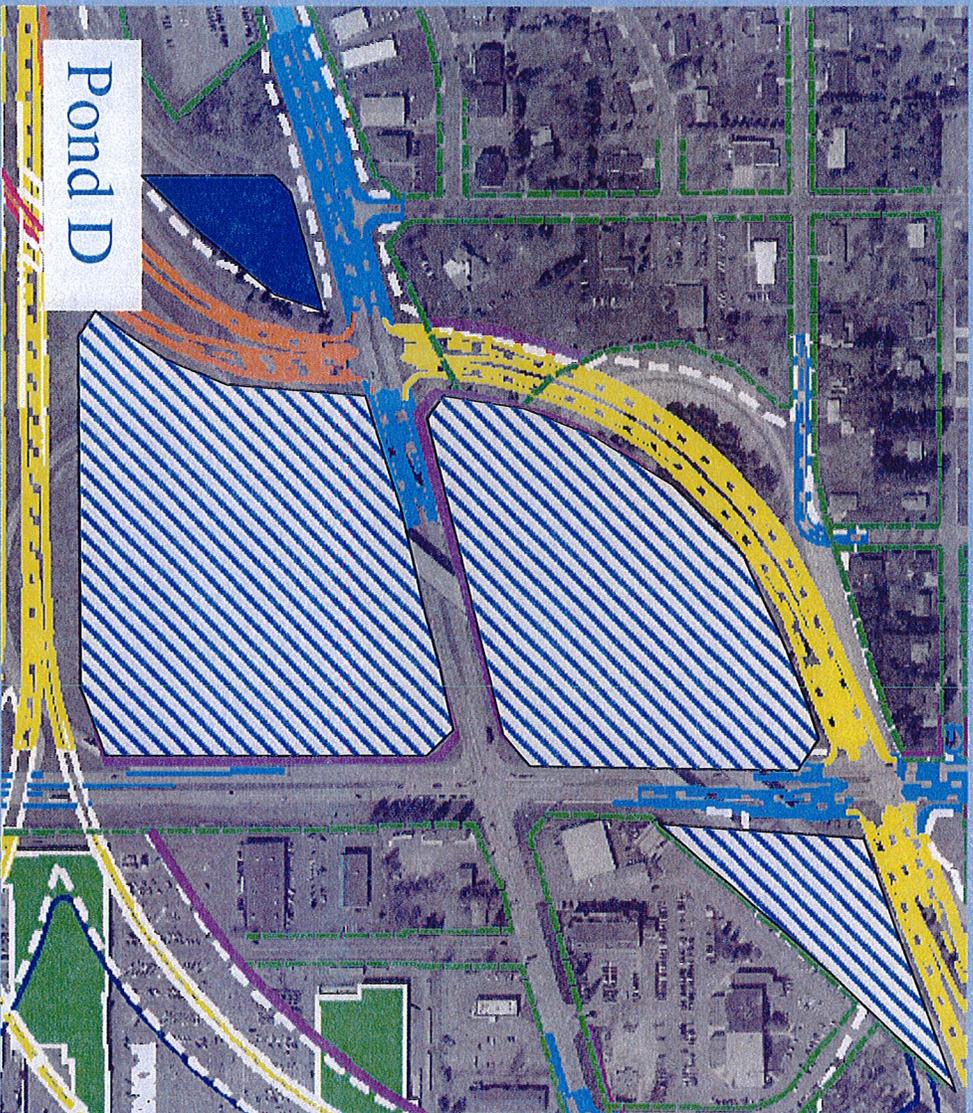
PROJECT NO: J186-J1-80  
 HWY: USH SJV, STA 29  
 COUNTY: MARATHON  
 MAP DS  
 SHEET

Locations for connection to storm sewer  
 trunk lines

MAP D

## Excess Right-of-Way

Storm water accommodated in Ponds B, C and D

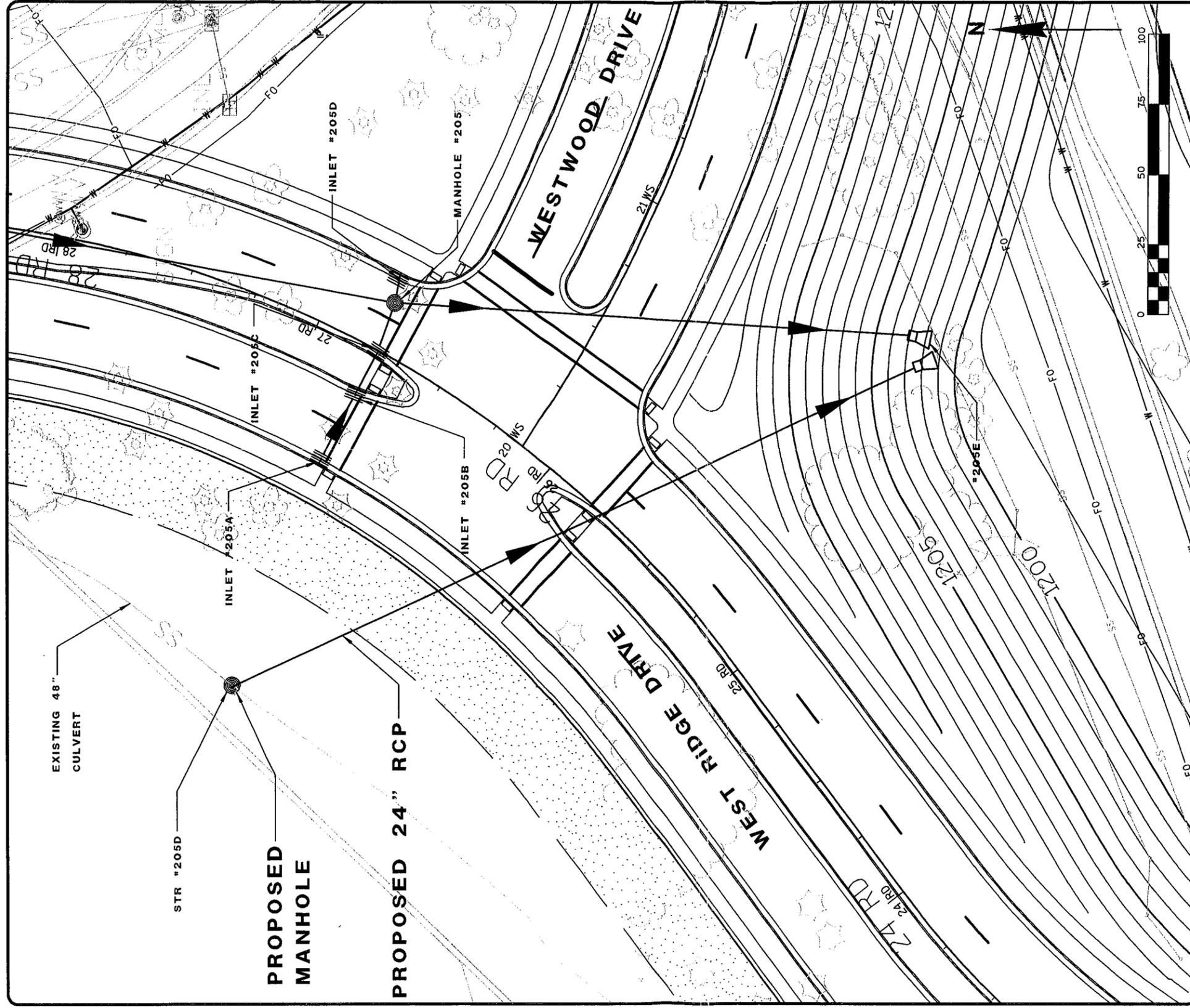


MAP E

Lands to be developed prior to transfer of ownership and maintenance for Pond D.



MAP B



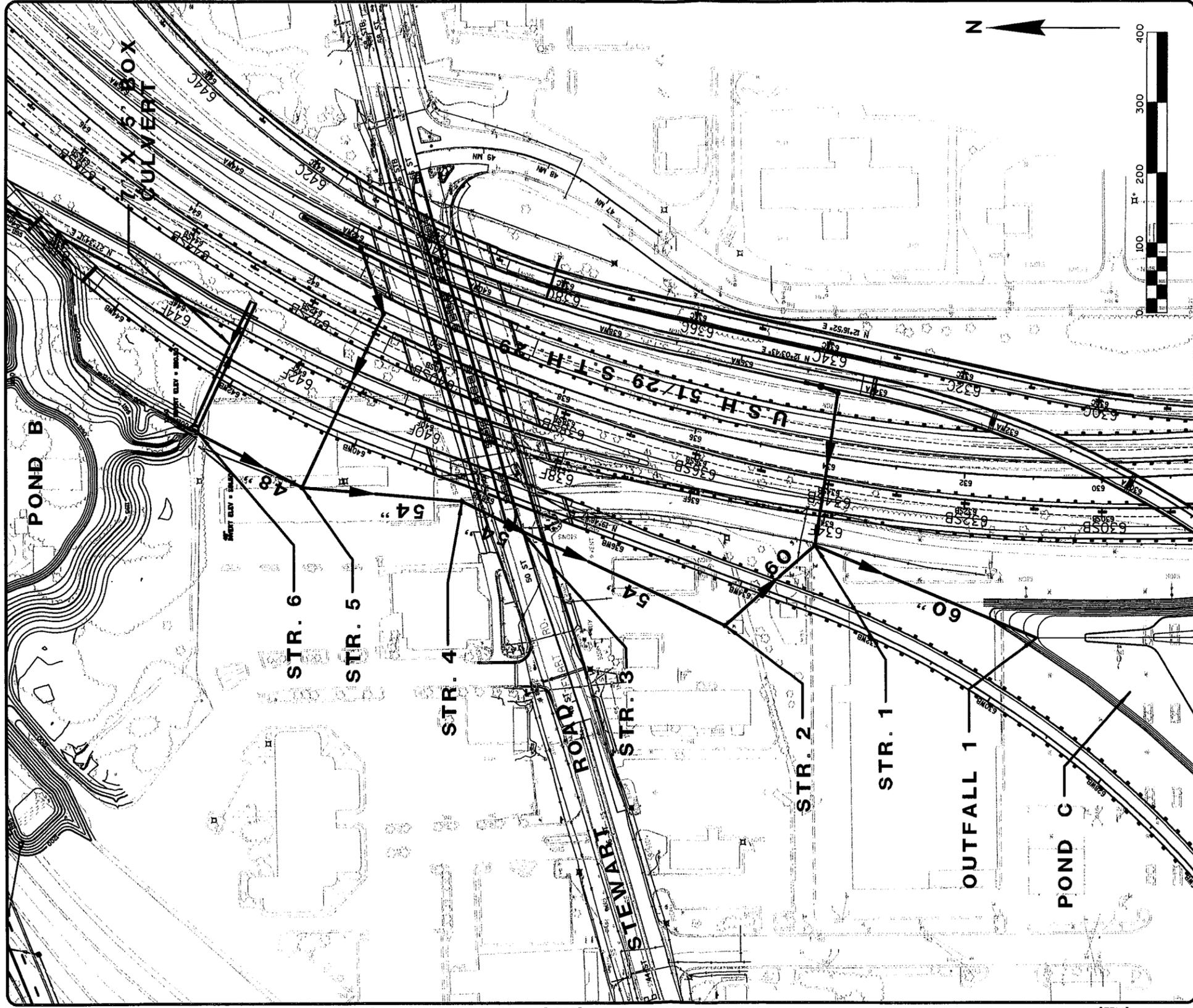
\$FILE\$ \$USERS\$ \$DATES\$ \$TIMES\$

**MARSHFIELD CLINIC STORM SEWER DIVERSION**

**HWY. 51/29 CORRIDOR  
WAUSAU, WISCONSIN**



**MAP F**  
1-089.060



\$FILES\$ \$USERS\$ \$DATES\$ \$TIMES\$

**OVERFLOW STORM SEWER FROM POND B TO POND C**

**HWY. 51/29 CORRIDOR  
WAUSAU, WISCONSIN**



**MAP G**  
1-089.060

**AGENDA ITEM**

Discussion and possible action on the Fourth Revision to the State/Municipal Agreement for State Project ID 6999-03-09, 28, 59, 79, 80, 81, STH 52 (Stewart Avenue)

**BACKGROUND**

The Wisconsin Department of Transportation will be resurfacing Stewart Avenue from 17<sup>th</sup> Avenue to 1<sup>st</sup> Street. The City currently has a State/Municipal Agreement (SMA) with WDOT for the cost sharing of the project. This is the fourth revision to the SMA. The revisions are necessary to update utility adjustment costs, traffic signal upgrades at the intersection of 1<sup>st</sup> Street and Scott Street, and to update the expenditure of the CSS funding.

**FISCAL IMPACT**

The current version of the SMA has a City cost share of \$146,510. This revised SMA has a City cost share of \$163,213.

**STAFF RECOMMENDATION**

Staff recommends approval of the revised SMA.

Staff contact: Allen Wesolowski 715-261-6762



**Fourth REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET HIGHWAY  
PROJECT**

*This agreement supersedes the agreement signed by the Municipality on 12/10/2014 and signed by the State on 12/16/2014 EXCEPT funding approved CSS cap of \$4,750.*

Revised Date: January 27, 2016  
I.D.: 6999-03-09, 28, 59, 79, 80, 81  
Highway: STH 52  
Title: C Wausau, Highway 52  
Subtitle: 17<sup>th</sup> Avenue to 1<sup>st</sup> Street  
County: Marathon County  
Roadway Length: 1.25 miles

The signatory city of Wausau, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:**

The existing concrete pavement in the travel lanes from 17<sup>th</sup> Avenue to 1<sup>st</sup> Avenue exhibits distresses of deteriorated joints with extensive joint repairs and cracks with faulting. The existing concrete pavement on STH 52 westbound from McClellan Street to the Wisconsin River bridge, also has deteriorated joints with cracking and faulting.

The existing concrete pavement on STH 52 eastbound from 1<sup>st</sup> Avenue to the Wisconsin River Bridge and on STH 52 westbound from the Wisconsin River bridge to 1<sup>st</sup> Avenue is prematurely deteriorated due to a chemical reaction called alkali silica reaction (ASR).

**Proposed Improvement - Nature of work:** For STH 52 from 17<sup>th</sup> Avenue to 1<sup>st</sup> Avenue, it is proposed to complete a resurfacing project that will repair concrete joints and overlay with asphalt. The project will also upgrade the traffic and railroad warning devices at 1<sup>st</sup> Avenue.

For STH 52 westbound from McClellan Street to 1<sup>st</sup> Avenue and for STH 52 eastbound from 1<sup>st</sup> Avenue to the Wisconsin River Bridge, it is proposed to complete a pavement replacement that will remove the existing pavement and replace it.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Traffic signal upgrades, sanitary sewer and water adjustments.



## **TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and Bridge width in excess of standards.
  - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All

hazardous material cleanup work shall be performed in accordance to state and federal regulations.

- (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - (h) Conditioning, if required and maintenance of detour routes.
  - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality shall at its own cost and expense:
    - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements to include, but not limited to, snow and ice removal from sidewalks, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
    - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
    - (c) The Municipality will maintain the storm sewer in conjunction with this improvement project at their own expense. This maintenance will include the following items:
      1. Street Sweeping Program: Sweeping operations should be scheduled at least twice per year (once in April and once in November) to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris. Damage to curb and gutter areas that could affect the efficiency of flow should be reported to the State.
      2. Spring Cleaning and Inspection of Inlets, Catch Basins, Manholes, Pipes and Outfalls: The overall desire is to maintain a free flow condition throughout the life of the facility. Vacuum equipment is recommended for cleaning inlets, catch basins, and manholes. Clean the inlets and outlets of pipes and outfall areas from blockages due to weed growth, siltation, debris from the roadway or slope and activity of animals. It may be necessary to flush using large quantities of clean water. Replace broken or malfunctioning castings, grates or covers. During the spring cleaning and inspections; perform routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes; document and report any non-routine maintenance required to the storm system. Report these findings to the State.
    - (d) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
    - (e) Regulate and prohibit parking along the highway.
    - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

- (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
- (h) Maintain all community sensitive solutions and/or enhancement funded items.
- (i) Coordinate with the state on changes to highway access within the project limits.
- (j) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

(a) Preliminary Engineering – Project ID 6999-03-09:

In accordance with the State’s Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 25% of the preliminary engineering costs for improvement projects on a connecting highway.

(b) Real Estate – Project ID 6999-03-28:

It shall be the responsibility of the Municipality to provide all of the real estate work and payments necessary to acquire the rights, interests, and/or releases for this project. However, in accordance with the Program Management Manual, the State is responsible for all costs associated with the acquisition of the necessary real estate thereof.

When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisition related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual. Examples of some review and approval items are listed in the following table.

Contract services & fee for consultant services	Nominal Value approvals
Capability statement for consultant services	Administrative revisions
Appraisal reviews	Revised offers
Offering price approvals	Acquisition Stage Relocation Plan
Relocation computations	Revised relocation computations
Relocation claims	Sales Studies

The Municipality will be given a direct cash reimbursement for the approved real estate costs of this project. Reimbursement will be limited to one payment request for the total real estate expenditures when all real estate activities have been completed.

In order for the Municipality to receive reimbursement for acquiring the real estate, the State must be given copies of all the related documents for review and approval. The reimbursement will be based on detailed invoices and supporting documents provided by the Municipality to the State, which show actual expenditures.

Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the State for reimbursement.

Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project, will be acquired by the Municipality. Such remnants or additional lands will not be considered for reimbursement of their acquisition costs and must be purchased with Municipal funds. Post project disposal and/or use of these remnants and additional lands will be at the sole discretion of the Municipality.

All municipal lands, owned by the Municipality being party to this agreement, required for this improvement project shall be dedicated/donated as right-of-way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands.

(c) Railroad Forcework – Project ID 6999-03-59:

In accordance with the State’s Local Cost Sharing Policy of the Program Management Manual, the State is responsible for rail forcework costs necessitated for improvement projects on a connecting highway. The Municipality acquired safety funding for the traffic signal upgrades at STH 52 and 1<sup>st</sup> Avenue; however, were unsuccessful in obtaining safety funding to upgrade the rail warning devices. Since the traffic signals need to be interconnected with the rail warning devices, the state agrees to pay 100% of the costs for the rail warning devices.

(d) Participating Construction – Project ID 6999-03-79:

This highway is connecting highway and the municipality is responsible for maintenance of this highway. The state has determined that the proposed resurfacing work (joint repair and asphaltic overlay plus other work) is an improvement project that is eligible for state/federal funds and the state and municipality agree to participate as defined below.

Roadway Items (Category 010): In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the usual items of roadway construction (base patching, milling, paving, etc.), which are an integral part of the construction project.

The municipality has asked that the state adjust the project to accommodate bicycles in front of the Marathon County Park and in front of John Muir Middle School. The state has estimated that it will cost \$225,000 to cut the pavement at the curb and gutter, widen the roadway and place new curb and gutter in order to provide on-street bicycle accommodations. These areas are defined for the eastbound traffic from the beginning of the project to existing parking (near 8<sup>th</sup> Avenue) and for the westbound traffic from 12<sup>th</sup> Avenue to the end of project. The municipality agrees to remove existing parking along STH 52 from 17<sup>th</sup> Avenue to 1<sup>st</sup> Avenue to provide bicycle accommodations. The municipality agrees to pay a lump sum of \$45,000 and the state agrees to pay the balance.

- i) Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, when replacement driveways are necessitated by roadway construction and there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk is 100% eligible for federal/State funding. When there is no sidewalk, replacement in kind beyond the curb is 100% eligible for Federal/State funding. New driveways are not eligible for Federal/State funding.
- ii) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits are 100% eligible for Federal/State funding.

Utility adjustments (Category 0020): In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with new installations of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire, or police alarm facilities, parking meters, and similar utilities.

HSIP Traffic Signal Upgrades (Category 0030): This category is funded through the state's Highway Safety Improvement Program (HSIP). The State agrees to pay 90% of costs up to a maximum of \$315,087.30 and the Municipality agrees to pay 10% of costs plus the balance.

HAZMAT: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with transporting hazardous material for which the municipality has been identified as the responsibly party. The municipality is responsible for securing a suitable site to store the material.

(e) Participating Construction – Project ID 6999-03-80:

Roadway Items (Category 010): In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the usual items of roadway construction (base patching, milling, paving,, etc.), which are an integral part of the construction project.

- i) Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, when replacement driveways are necessitated by roadway construction and there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk is 100% eligible for federal/State funding. When there is no sidewalk, replacement in kind beyond the curb is 100% eligible for Federal/State funding. New driveways are not eligible for Federal/State funding.
- ii) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits are 100% eligible for Federal/State funding.

Utility adjustments (Category 0020): In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with new installations of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire, or police alarm facilities, parking meters, and similar utilities.

Community Sensitive Solutions (CSS) (Category 0030): In accordance with the State's Facility Development Manual scenic views, community image, and roadside landscaping play an important part in the driving experience, therefore a process to determine aesthetic levels of impact and project funding was developed for project enhancements. The Municipality and State agree to install benches through this category. The state agrees to provide a maximum of \$4,000 in federal/state funding for amenities. The municipality agrees to pay the balance.

HAZMAT: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with transporting hazardous material for which the municipality has been identified as the responsibly party. The municipality is responsible for securing a suitable site to store the material.

(f) Participating Construction – Project ID 6999-03-81:

Roadway Items (Category 010): In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the usual items of roadway construction (base patching, milling, paving etc.), which are an integral part of the construction project.

- i) Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, when replacement driveways are necessitated by roadway construction and there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk is 100% eligible for federal/State funding. When there is no sidewalk, replacement in kind beyond the curb is 100% eligible for Federal/State funding. New driveways are not eligible for Federal/State funding.
- ii) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits are 100% eligible for Federal/State funding.

Utility adjustments (Category 0020): In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with new installations of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire, or police alarm facilities, parking meters, and similar utilities.

Community Sensitive Solutions (CSS) (Category 0030): In accordance with the State's Facility Development Manual scenic views, community image, and roadside landscaping play an important part in the driving experience, therefore a process to determine aesthetic levels of impact and project funding was developed for project enhancements. The Municipality and State agree to install benches through this category. The state agrees to provide a maximum of \$750 in federal/state funding for amenities. The municipality agrees to pay the balance.

Local Traffic Signal Upgrades (Category 0040): The Municipality has requested to add protected northbound left turn phases at 1<sup>st</sup> Street and Scott Street as part of this project. The adjustment to the traffic signals will improve operation on the local street and therefore, the municipality agrees to pay 100% of the costs for this installation.

HAZMAT: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with transporting hazardous material for which the municipality has been identified as the responsibly party. The municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

**AGENDA ITEM**

2016 Street Construction Projects: Discuss public hearing results and make recommendation

**BACKGROUND**

The Board of Public Works will hold public hearings taking comments on the following street construction projects:

- Chicago Avenue from 2<sup>nd</sup> Street to 10<sup>th</sup> Street
- Kent Street from Grand Avenue to Zimmerman Street
- Ashland Avenue from Evergreen Road to Meadowview Road
- Meadowview Road from Ashland Avenue to the cul-de-sac

**FISCAL IMPACT**

All projects are included in the 2016 budget. The estimate special assessments for these streets are approximately \$325,000.

**STAFF RECOMMENDATION**

Staff will make a recommendation at the CISM meeting based upon comments received at the Board of Public Works public hearings.

Staff contact: Allen Wesolowski 715-261-6762

## BOARD OF PUBLIC WORKS

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Date of Meeting: February 4, 2016, at 4:00 p.m. in the Council Chambers.

Members Present: Lindman, Jacobson, Whalen.

Also Present: Wesolowski, Gehin.

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

### **PUBLIC HEARING: 2016 Street Reconstruction Project Chicago Avenue from 2<sup>nd</sup> Street to 10<sup>th</sup> Street**

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Lindman explained in accordance with state statutes the Board of Public Works is required to hold a public hearing for proposed projects involving special assessments and take testimony from property owners who are affected. The testimony is forwarded to the Capital Improvements and Street Maintenance Committee which will meet February 11, 2016 at 5:30 p.m. and will approve, disapprove or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the February 23, 2016 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

Wesolowski indicated this project involves removing the existing pavement and curb and gutter. Sewer and water will be replaced for the majority of the project. The majority of storm sewer will be replaced and new curb, gutter and pavement will be installed. The timeline for the project is unknown at this time, but will take place during the summer of 2016. The entire project is anticipated to last approximately three months. The street will be closed to thru traffic during construction. The specifications for the project will be written so that access will be provided to properties in the evening. During the day, residents will have to park on a side street. For garbage collection, residents will place their containers out as normal. The contractor will move the containers to the nearest intersection for collection and return them to the property after collection.

Lindman asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address and comments.

Dave Torzewski, 910 Chicago Avenue, asked how it is known if the lateral needs replacement. Wesolowski responded there are records if the water lateral consists of lead or copper. If the lateral is lead it will be replaced. The sewer lateral will be replaced at the same time due to the likelihood of the sewer lateral being damaged during replacement of the water lateral.

There were no further comments and the public hearing was closed.

Jacobson moved to adjourn the meeting. Whalen seconded and the motion passed.

## BOARD OF PUBLIC WORKS

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Date of Meeting: February 8, 2016, at 4:00 p.m. in the Council Chambers.

Members Present: Lindman, Jacobson, Groat.

Also Present: Wesolowski, Gehin.

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

**PUBLIC HEARING: 2016 Street Improvement Project**  
**Ashland Avenue from Evergreen Road to Meadowview Road**  
**Meadowview Road from Ashland Avenue to the cul-de-sac**

**PUBLIC HEARING: 2016 Street Reconstruction Project**  
**Kent Street from Grand Avenue to Zimmerman Street**

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Lindman explained in accordance with state statutes the Board of Public Works is required to hold a public hearing for proposed projects involving special assessments and take testimony from property owners who are affected. The testimony is forwarded to the Capital Improvements and Street Maintenance Committee which will meet February 11, 2016 at 5:30 p.m. and will approve, disapprove or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the February 23, 2016 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

Gehin explained that Kent Street from Zimmerman Street to Grand Avenue is proposed to be reconstructed this summer. A public information meeting was held at a Neighborhood Group meeting. At one point, curb bump outs were proposed along with narrowing the road. However, after comments were received from the residents, it was elected not to pursue the bump outs nor narrow the road. The existing roadway will be matched, which is 37' from back of curb to back of curb from Zimmerman Street to Emerson Street and 33' from Emerson Street to Grand Avenue. In addition to replacement of pavement and curb and gutter, the storm sewer, sewer and water will be replaced. The project is anticipated to take the entire construction season and is anticipated to begin the end of May, weather permitting, and extend into October. The road will be closed to thru traffic, but open to residents. During the day, residents may have to park on a side street. At night one lane of traffic will be maintained for access. Residents will place garbage containers out for collection as usual. The contractor will move the containers to a side street for collection and return to the property after collection.

Gehin stated Ashland Avenue is proposed to be reconstructed from Evergreen Road to Meadowview Road and Meadowview Road from Ashland Avenue to the dead end. The utilities were installed on Ashland Avenue and Meadowview Road in the 1980's and will not be replaced. The existing pavement will be replaced and curb and gutter will be installed. This project is likely to take two months to complete. The roads will be closed during construction with access to properties to be maintained in the

evening. Residents will place garbage containers out for collection as usual. The contractor will move the containers to the intersection for collection and return to the property after collection.

Lindman asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address and comments.

***Ashland Avenue from Evergreen Road to Meadowview Road and Meadowview Road from Ashland Avenue to the cul-de-sac***

Mario Guerrero, 4405 Ashland Avenue, stated he is opposed to the work. He does not feel it will provide his property value or increase in appearance and will not improve any safety issues. He questioned how the rate of \$42 could be determined when bids have not been received.

John Kordus, owner of 1606 Meadowview Road, stated the north side of the street has a steep grade. If drive approaches are installed with a sidewalk section, most cars will drag their bottom. Houses on the north side need every inch of space from the road to their garage for the slope. He is totally against the project. He also owns property on River Street, which is also a one block long street. Two years ago a 1" layer of blacktop was installed on River Street and this road is fine. He feels if anything needs to be done to Ashland or Meadowview; a 1" layer of blacktop would last for 10 to 12 years and is also cheaper. If it can be done on River Street he feels it can be done on Meadowview Road. Other streets need reconstruction, such as the 600 block of Fulton Street which is like driving on a cow pasture. Kordus is totally against the assessments and feels the project will not increase the values of the homes.

Dave Noha, 1605 Meadowview Road, feels the project is a complete waste of money. There are about 10 cars a day that use the street. He feels there is no reason to completely rip up the neighborhood for the summer as the street is fine. Other streets downtown are worse. He added that part of the appeal of the street is not having curb. He feels curb would ruin the street as it is nice seeing kids play football in the yard and take bikes out. The street is in great shape compared to most streets of the City. The assessment rate last year was \$22.80 and has almost doubled. He again stated it is a waste of money and not needed. He hopes the committee listens to the people who live on the street.

Meredith Benson, 1604 Meadowview Road, indicated she opposes the improvements on Meadowview. In addition to the reasons already stated by others, she has a home based business. Having the road closed for two months with construction would not help her home based business with people coming and going from her office. Additionally, she has a number of children of driving age. With the encroachment of the driveway and sidewalk, she would lose about two parking spaces in her driveway. Her son has already received a parking ticket for parking on the street overnight. Her property assessment just increased \$25,000 and taxes will increase. She does not have an extra \$5,000 for something that is not needed. The road is a dead end and there is no need for sidewalk. She just re-landscaped her yard and has rock walls that would be destroyed with sidewalk. Her neighbor also recently installed three retaining walls that would be ruined.

Scott Buchberger, 1609 Meadowview Road, opposes the project for similar reasons. He feels the road is in good shape compared to other roads in Wausau. There are not many potholes and the City is good to come and repair if there was one. There is minimal traffic on the road. Kids play in his yard and can play using the road because of the minimal traffic. Having curbs would take away from that aspect.

Last year his estimated assessment was \$2,700 and now it would be over \$3,600. He cannot see how it changed in a year's time. If the project has not been bid, he does not understand where the increase in assessment came from.

Dan Quinn stated he lives with Benson at 1604 Meadowview. This is a small street. There are 8 homes and the committee has heard from several residents on a Monday at 4:00 p.m. If this meeting was held during non-business hours, he feels the committee would have heard from the rest of the neighborhood all voicing concerns over the waste of time and project money. There is zero need for sidewalk. He also works out of the house and during the week he sees maybe one to two people walking down the middle of the street because there is no traffic. To have to pay for curb and gutter makes no sense. There are no potholes and no signs of distress.

Mary Noha, 1605 Meadowview Road, also works from her home and is opposed to curb and gutter. Currently, the road is not plowed right away and the road is not wide. The plows would not plow all the way to the curb, which would make the road narrower. She does not feel curb and gutter is needed and feels grass to the road looks more appealing.

There were no further comments offered regarding Ashland and Meadowview and the public hearing was closed.

***Kent Street from Grand Avenue to Zimmerman Street***

Lindman asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address and comments.

Randy Haupt, 824 Kent Street, said he travels Kent Street every day. The road needs to be replaced; however, he is concerned with the increase of the assessment rate. In 2015 the rate was \$22.80 per foot and now it is \$42. He also noted that the drive approach rate was \$2.50 in 2015 and now it is \$5. Haupt again stated the road does have to be reconstructed but is concerned with the increase.

Kathy Hupy, 131 Kent Street, is concerned about the assessment rate and feels she was misled. In the letter sent July 9, it stated the 2015 rate was \$22.80 and in the letter sent in January the rate was increased to \$42. She read the minutes from the September 10<sup>th</sup> CISM meeting where staff recommended the street improvement and street reconstruction rates be the same where in the past the rates were different. She feels this is an arbitrary rate set and approved by Council. She feels it is misleading and not representing the residents.

Angela Uhl, 511 Kent Street, stated ways to control speeding were talked about at the Southeast Neighborhood meeting. Now that the bump outs have been removed from the project, she questioned if something else would be done to control speed.

Mary Dominski, 132 Kent Street, is concerned how the project will affect her personally. She is concerned about her lateral. She would like to replace her lateral at this time as it would be more financially difficult after the street is reconstructed. She wants detailed information with substantial pricing. She does not think this was done fairly and resents finding out her assessment would be over \$40,000. This process has made a clouded picture for the residents on Kent Street.

Barry Brissman, 406 Kent Street, stated in light of comments given today, he would like to have an explanation of how the assessment rate was determined. He would feel better about the rate if he knew how it was arrived at and not by some sort of arbitrary thing as some suggested. Naturally, he would prefer the City would reconstruct the road for free and pointed out that Kent Street is not used by just the people who live there. Ambulances use Kent Street to get to the Health Care Center and it is a bus route.

There were no further comments offered regarding Kent Street and the public hearing was closed.

Wesolowski explained that assessment rates are set on a yearly basis. A recommendation from the CISM committee is forwarded to Council for approval. The rate represents 60% of the cost to reconstruct the street. It has been a policy of the City to try to assess 60% of the cost of the project back to the abutting property. This changes from year to year and is an estimate. Staff looks at previous projects and adjusts the rate based upon the bids from the previous year. 40% of the cost is covered by the general fund. The street improvement rate last year was \$38 per foot. In previous years the street reconstruction rate was 60% of the street improvement rate, which was \$22.80 per foot in 2015. Last year the City Council approved assessing the full rate for street reconstruction projects, which increased from \$38 to \$42. Therefore, everyone pays the same rate. The rate is not exactly 60% of the construction cost, but is staff's best estimate of what it would cost for a typical street reconstruction. Beginning in 2016, the assessment rate is not differentiated between streets with curb and gutter (street reconstruction projects) and streets without curb and gutter (street improvement projects).

Wesolowski indicated the reconstruction of Ashland Avenue and Meadowview Road is proposed because when the area was developed, the developer installed sewer and water and a temporary street with the intension that permanent pavement would be installed when the area was fully developed. The street never received permanent pavement and consists of chipseal. Also, a resident had petitioned to have the street reconstructed. Wesolowski and Gehin will speak to residents after the meeting regarding drive approaches. Wesolowski noted that new sidewalk is not proposed to be installed along Ashland and Meadowview. From back of curb to back of curb would be 34' and the existing roadway is 24'. Without including measurements of the curb and gutter the street width would be 28'.

Wesolowski stated that traffic calming measures are not being proposed for Kent Street at this time. Due to residents' concerns, CISM recommended reconstructing the road as is.

Lindman explained that the water laterals on Kent Street are lead and the City will be replacing them from the main line to the curb stop. This year, Wausau Water Works has implemented a no interest loan program for homeowners who would like to replace the line from their house to the curb stop.

Lindman moved to adjourn the meeting. Jacobson seconded and the motion passed.

**AGENDA ITEM**

Update on the grant received from the DNR to update the City's Stormwater Management Plan

**BACKGROUND**

The DNR awarded the City with an Urban Nonpoint Source Stormwater Grant in 2015. The grant award was \$49,000 with \$21,000 in local funding. The grant funds are to be used to update the City's stormwater pollutant loading model for both sediment and phosphorus and analyze best management practices (BMP's) to further reduce the pollutants from the City's stormwater discharges. The modeling and analysis will help the City be better prepared for the Waste Load Allocations (WLAs) that will result from the completed Wisconsin River Basin (WRB) Total Maximum Daily Load (TMDL) in 2017. The total project estimated cost is \$70,000. The modeling effort along with the analysis of BMP's is to be completed by the end of 2017.

The City received eight proposals from qualified consultants to complete the City wide pollutant modeling and update the City's stormwater management plan. The proposals were independently scored by Eric, Allen and myself. The proposals were scored on the following criteria: Overall Project Scope and Schedule, Project Personnel & Relevant Experience, and Cost. The scored criteria were weighted 40%, 40% and 20% respectively. The consultant that scored the highest and selected for the project is Brown and Caldwell. The City in the near future will be negotiating a contract with Brown and Caldwell.

**FISCAL IMPACT**

The total project estimated cost is \$70,000.

**STAFF RECOMMENDATION**

This item is for informational purposes only.

Staff contact: Sean Gehin 715-261-6748

**AGENDA ITEM**

Update on the 2018 Townline Road Reconstruction Project and possible realignment of Curling Way

**BACKGROUND**

The City of Wausau has received WisDOT STP Urban funding for the reconstruction of Townline Road in 2018. The reconstruction project limits extend from Grand Avenue to Easthill Drive. The scope of the project also includes improvements to the City’s public utilities, replacement of railroad equipment, replacement of deteriorated storm sewer, and a review of the existing pedestrian accommodations.

The realignment of Curling Way at Townline Road is currently being considered by City staff. See attached map. The current scope and budget does not include any improvements at the intersection. The proposed realignment of the intersection would improve the angle of the intersection and increase the distance from the intersection to the railroad crossing. The suggested improvements would improve the intersection geometry and safety of the intersection.

The Engineering Department is designing the project following Wisconsin Department of Transportation Facilities Manual. The cost to reconstruct the roadway is 50% federal and 50% locally funded. Improvements to the public utilities are not eligible for federal funding. The design costs are also not funded by the STP-Urban Program.

**FISCAL IMPACT**

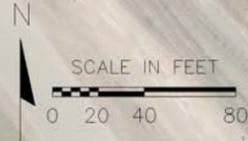
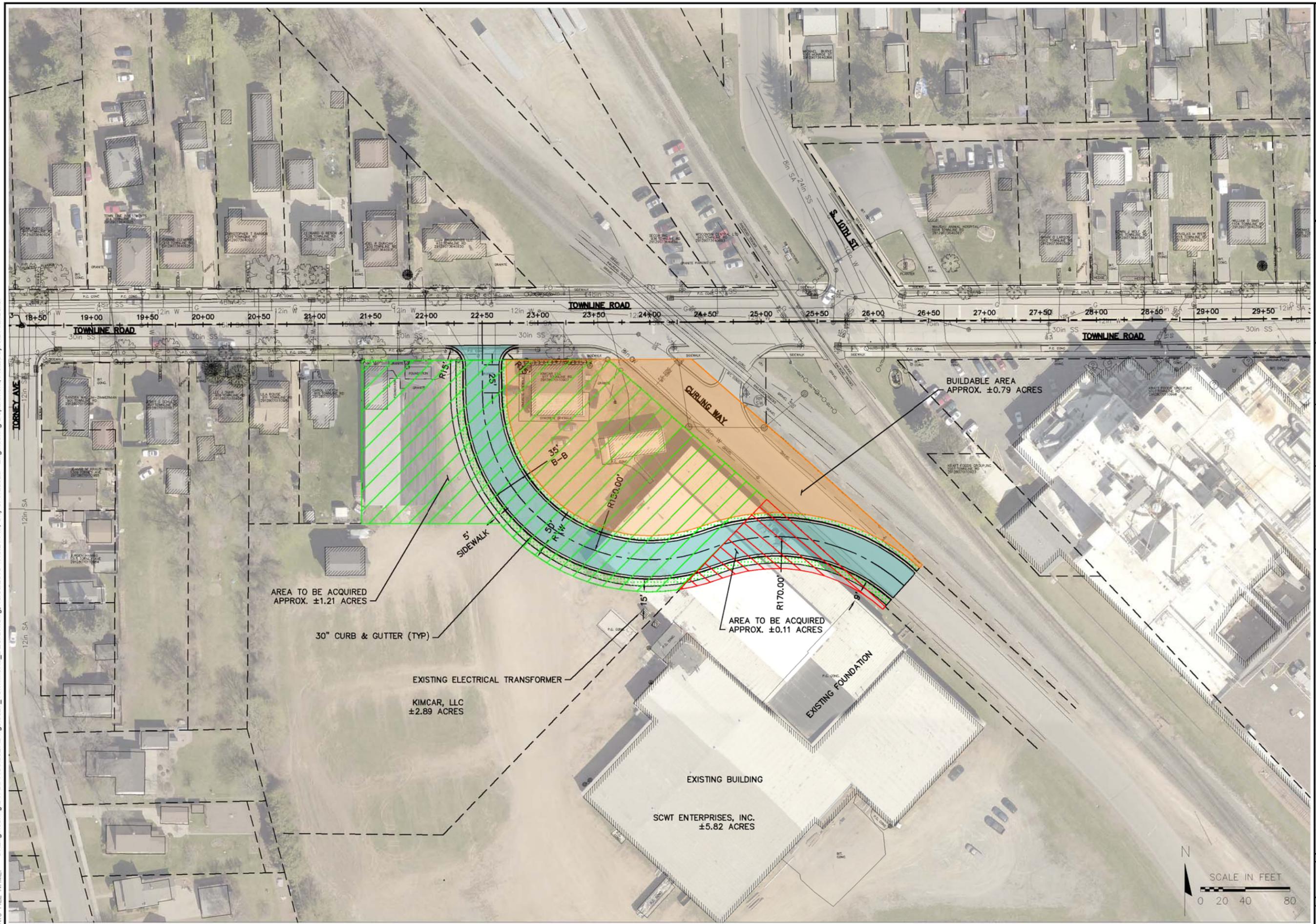
The estimated construction and property costs to realign Curling Way at Townline Road are \$330,000. It is also anticipated that in-kind services (by the City) will be necessary with costs of upward of \$50,000. The scope of the federally funded project does not include the realignment of Curling Way. It is anticipated that the cost to realign Curling Way will be 100% funded by the City.

**STAFF RECOMMENDATION**

The decision to move forward with the realignment of Curling Way will be based on input received from CISM Committee members.

Staff contact: Sean Gehin 715-261-6748

DWG FILE NAME: O:\Engineering\DWG\PROJ0927\TownlineRd\_Design.dwg, 10/06/2015 1:46:24 PM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



<h2 style="margin: 0;">CURLING WAY</h2> <p style="margin: 0;">PROPOSED ALIGNMENT AT TOWNLINE ROAD</p> <p style="margin: 0;">OPTION 1</p>							
<p style="font-size: small; margin: 0;">ISSUED FOR:</p> <p style="font-size: x-small; margin: 0;"> <input type="checkbox"/> PRELIMINARY  <input type="checkbox"/> REVIEW/APPROVAL  <input type="checkbox"/> BIDDING/CONST.  <input type="checkbox"/> REC. REF. DWG.  <input type="checkbox"/> OFFICE USE         </p>	<p style="font-size: x-small; margin: 0;">REVISIONS</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; font-size: x-small;">DATE</td> <td style="width: 10%; font-size: x-small;">09/17/15</td> <td style="width: 10%; font-size: x-small;">DESIGNED BY: S.J.GEHIN</td> <td style="width: 10%; font-size: x-small;">DRAWN BY: J.D.VANBOXEL</td> <td style="width: 10%; font-size: x-small;">APPROVED BY: A.M.WESOLOWSKI</td> <td style="width: 10%; font-size: x-small;">POINT FILE:</td> </tr> </table>	DATE	09/17/15	DESIGNED BY: S.J.GEHIN	DRAWN BY: J.D.VANBOXEL	APPROVED BY: A.M.WESOLOWSKI	POINT FILE:
DATE	09/17/15	DESIGNED BY: S.J.GEHIN	DRAWN BY: J.D.VANBOXEL	APPROVED BY: A.M.WESOLOWSKI	POINT FILE:		
<p style="font-size: x-small; margin: 0;">SHEET NO.</p> <p style="font-size: 2em; margin: 0;">1</p> <p style="font-size: x-small; margin: 0;">OF 1 SHEETS</p> <p style="font-size: x-small; margin: 0;">FILE NUMBER</p>							
<p style="margin: 0;">CITY OF WAUSAU</p> <p style="margin: 0;">Engineering Department</p> <p style="margin: 0;">407 GRANT STREET WAUSAU, WI 54403-4763</p> <p style="margin: 0;">(715) 261-6740 FAX (715) 261-6769</p>							

Agenda Item No.

11 - Addendum

*STAFF REPORT TO CISM COMMITTEE - February 11, 2016*

<b>AGENDA ITEM</b>
Discussion and possible action on granting an easement to the O'Malley's in the future to grade and place fill in a portion of Pond D.
<b>BACKGROUND</b>
<p>The O'Malley's will begin the redevelopment of their Honda and Cadillac Dealership this spring. To avoid and minimize the construction of costly retaining walls, the O'Malley's are asking for an easement to grade and place fill along with riprap in an outer portion of the Pond D Parcel. See the attached O'Malley Redevelopment Grading Plan for the location of the fill and grading. Also included for your reference is a topographic survey of the Pond Parcel.</p> <p>The recently completed Pond D Stormwater Analysis did review the proposed placement of fill in the pond. The study indicated that the existing pond has sufficient storage capacity to serve the existing watershed, a number of specified future developments and the placement of fill.</p> <p>The City will obtain ownership of the pond parcel after CISM and Council approval of the amended WDOT Stormwater Management Plan MOU.</p>
<b>FISCAL IMPACT</b>
None
<b>STAFF RECOMMENDATION</b>
Staff recommends granting O'Malley's an easement for the grading and the placement of fill in the Pond.
Staff contact: Eric Lindman 715-261-6745

**KEYED NOTES**

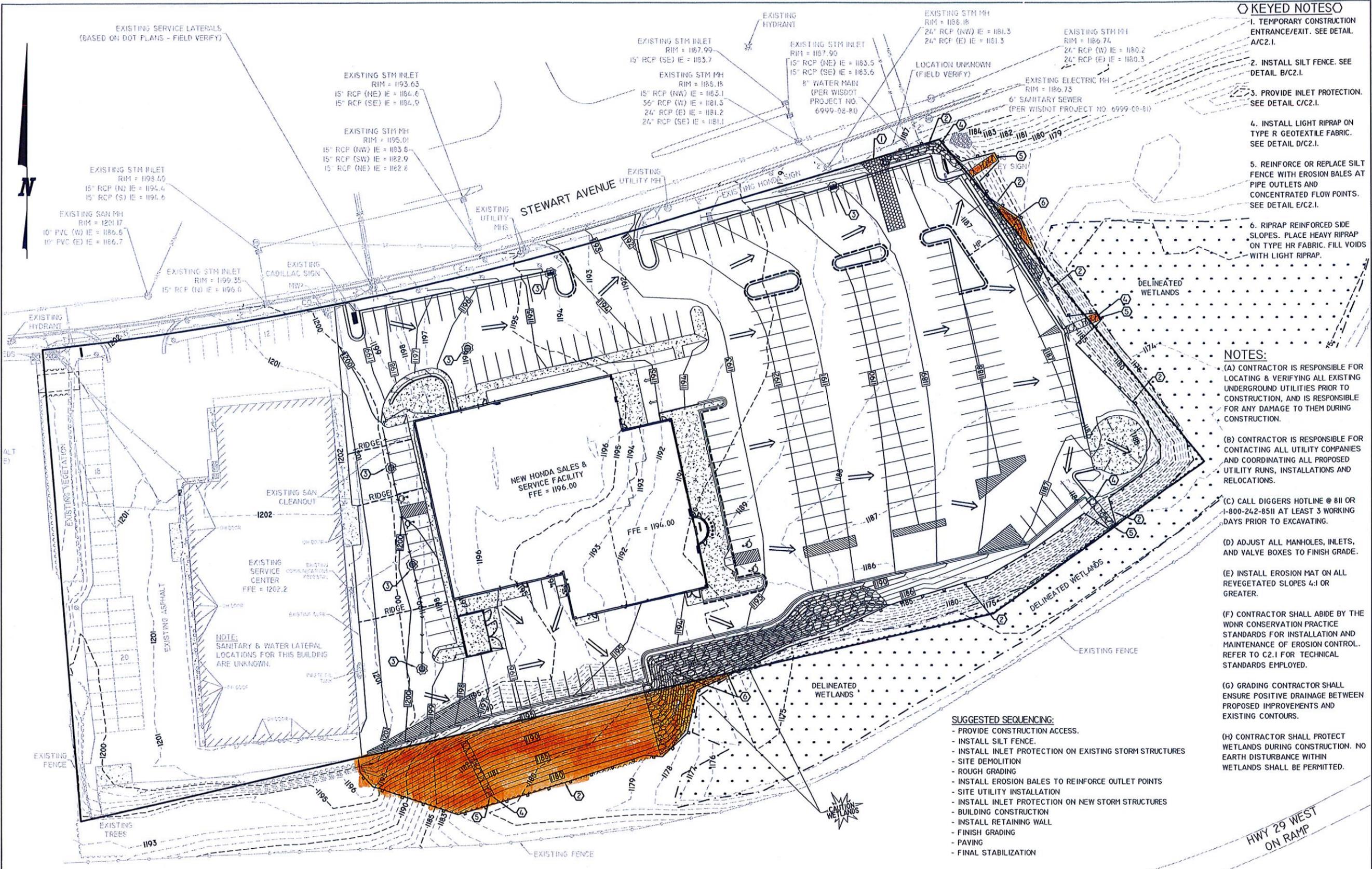
1. TEMPORARY CONSTRUCTION ENTRANCE/EXIT. SEE DETAIL A/C2.1.
2. INSTALL SILT FENCE. SEE DETAIL B/C2.1.
3. PROVIDE INLET PROTECTION. SEE DETAIL C/C2.1.
4. INSTALL LIGHT RIPRAP ON TYPE R GEOTEXTILE FABRIC. SEE DETAIL D/C2.1.
5. REINFORCE OR REPLACE SILT FENCE WITH EROSION BALES AT PIPE OUTLETS AND CONCENTRATED FLOW POINTS. SEE DETAIL E/C2.1.
6. RIPRAP REINFORCED SIDE SLOPES. PLACE HEAVY RIPRAP ON TYPE HR FABRIC. FILL VOIDS WITH LIGHT RIPRAP.

**NOTES:**

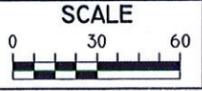
- (A) CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
- (B) CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND COORDINATING ALL PROPOSED UTILITY RUNS, INSTALLATIONS AND RELOCATIONS.
- (C) CALL DIGGERS HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.
- (D) ADJUST ALL MANHOLES, INLETS, AND VALVE BOXES TO FINISH GRADE.
- (E) INSTALL EROSION MAT ON ALL REVEGETATED SLOPES 4:1 OR GREATER.
- (F) CONTRACTOR SHALL ABIDE BY THE WDRN CONSERVATION PRACTICE STANDARDS FOR INSTALLATION AND MAINTENANCE OF EROSION CONTROL. REFER TO C2.1 FOR TECHNICAL STANDARDS EMPLOYED.
- (G) GRADING CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE BETWEEN PROPOSED IMPROVEMENTS AND EXISTING CONTOURS.
- (H) CONTRACTOR SHALL PROTECT WETLANDS DURING CONSTRUCTION. NO EARTH DISTURBANCE WITHIN WETLANDS SHALL BE PERMITTED.

**SUGGESTED SEQUENCING:**

- PROVIDE CONSTRUCTION ACCESS.
- INSTALL SILT FENCE.
- INSTALL INLET PROTECTION ON EXISTING STORM STRUCTURES
- SITE DEMOLITION
- ROUGH GRADING
- INSTALL EROSION BALES TO REINFORCE OUTLET POINTS
- SITE UTILITY INSTALLATION
- INSTALL INLET PROTECTION ON NEW STORM STRUCTURES
- BUILDING CONSTRUCTION
- INSTALL RETAINING WALL
- FINISH GRADING
- PAVING
- FINAL STABILIZATION



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



DATE	REVISION	BY	CHK'D
01/08/16	ADDENDUM 1: GRADE ADJUSTMENTS FOR WALL/RET WALL/CB REVISIONS	GSW	TAR

DESIGNED BY: GSW	CHECKED BY: JJB
SURVEYED BY: DRD/JLR	APPROVED BY: JJB
DRAWN BY: NAP	DATE: 12/4/15

**GRADING & EROSION CONTROL PLAN**  
 O'MALLEY AUTOMOTIVE  
 3405 & 3505 STEWART AVENUE  
 WAUSAU, WISCONSIN 54401

**REI**  
 REI No. 3387A  
 SHEET C2

DRAWING FILE: P:\3330-3399\3387 O'MALLEY 2013\DWG\PLANS\C2-GRADING-EC.DWG LAYOUT: C2  
 PLOTTED: JAN 15, 2016 - 10:24 AM PLOTTED BY: GREEN

