



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, April 14, 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 March 10, 2016 meeting.
 - B. Action on a Stormwater Maintenance Agreement for the Wausau School District at 1600 Kickbusch Street (Hawthorn Hills Elementary School).
 - C. Action on a Stormwater Maintenance Agreement for O'Malley Automotive Inc. at 3405 Stewart Avenue.
 - D. Action on a Stormwater Maintenance Agreement for Jerry's Enterprises, Inc. at 306 South 18th Avenue.
 - E. Action on termination of Easement between 411 Westwood Drive LLC and City of Wausau and approval of new Easement between Wausau Healthcare Investors LLC and City of Wausau.
 2. Discussion and possible action on the First Revision to the State-Municipal Agreement for Townline Road from Grand Avenue to Easthill Drive.
 3. Discussion and possible action on the First Revision to the State-Municipal Agreement for South 1st Avenue from Thomas Street to Stewart Avenue.
 4. Discussion and possible action on designating downtown parking spot(s) as taxi only for early morning hours on weekends.
 5. Update on Phase I of the Thomas Street Project.
 6. Update on alternative energy sources and City priorities for energy efficiency.
 7. Future agenda items for consideration.
- Adjourn.

The next regular meeting is scheduled for May 12, 2016.

LISA RASMUSSEN, Chairperson

THIS NOTICE POSTED AT CITY HALL AND FAXED TO CITY PAGES AND DAILY HERALD: April 8, 2016 at 11:00 a.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, Police Department, 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.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 10, 2016, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Oberbeck, Lindman, Wesolowski, Lenz

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 February 11, 2016 and February 23, 2016 meetings

B. Action on a Stormwater Maintenance Agreement for the Wausau School District at 4303 Troy Street (Riverview Elementary School)

C. Action on a Sanitary Sewer Easement at 1201 Westwood Drive

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

Discussion and possible action on compiling information on electrical usage to provide to a solar energy expert

Lindman stated the Electrical Department has started to work with WPS to gather the number of meters as well as additional information. Rasmussen indicated the analysis of the solar capabilities is free. She recalled that for years through the CIP process DPW has been looking for a storage building for equipment that is currently stored outside. However, the idea of building a large facility has not ranked as high as other priorities. There have been very introductory discussions about the possibility of using a solar component on a carport-type structure to house equipment. Depending upon where the analysis goes, we may be able to find some alternatives or relief in some of the CIP requests as we move forward into 2017 talks.

Pat Peckham, 1618 Emerson Street, stated the carport idea was mentioned to him by Ric Mohelnitzky as there are Street Department vehicles that are parked outside during the winter. He mentioned the shelter at RedEye that is generating solar energy. He has also seen pictures of similar parking shelters in the southwest. The thought was if something is going to be built it could have photovoltaic panels on it. Abitz stated the Madison Fire Department has a solar panel and had suggested to Chief Buchberger to take that into consideration when the new fire station is built on the west side. Rasmussen believes that depending upon what comes out of the analysis we could uncover all sorts of new possibilities as we expand. She added that some communities have worked with developers to offer incentives for new projects to consider alternative energy as either a companion source or as a sole source.

Lindman stated staff will continue to gather information and an update will be provided at a later date.

Oberbeck indicated this was of his interest in school when he obtained a Bachelor in Environmental Design. He noted low slope roofs. On flat slopes the snow sticks and zero energy buildings will require maintenance and the placement of solar units needs to be considered. Sometimes they are located on the ground so penetrations are not made in the roof. There is a need to be careful when supporting these types of units as far as water leaks on roof systems.

Discussion and possible action on the proposed bump out in front of the CVA along North 4th Street

Lindman stated that staff had met with the CVA on site in December to discuss the proposed plan. A cost estimate has now been received for the proposed bump out.

Neil Slamka stated he is the Building Chair for the Grand Theater Foundation. Through their renovation project, it has occurred to them that it would be very helpful and appropriate to have a bump out. This would be on the north end of 4th Street at Scott Street. They began the renovation project with budget numbers but unfortunately once they got into tearing the building apart the project has gone considerably over the budget. He feels they are giving a lot back to Wausau. As you drive down Scott Street the first thing you see is the deplorable building and the mess behind it of the old Foster Building, which has been torn down. That site will be turned into a beautiful green space and parking area with fencing around the HVAC unit. He feels the bump out will not only be nice to have but it is also a safety concern. He noted that the parking spots lost on 4th Street would be gained on Scott Street as they will be closing off a drive. When the Grand Theater lets out there is a frenzy of people running up and down 4th Street. The angle of the sidewalk near the CVA building is severe and the fiber optic cover is sticking up higher than the sidewalk causing a trip hazard. Pedestrians forget as they go by the CVA building that there is nothing there but 4' of sidewalk and then Scott Street. He hasn't seen anyone get hit, but has seen vehicles have to stop on a dime to avoid an accident.

Randy Williams, Holster Construction, 2808 East Franklin Street, stated Holster is the construction manager for this project. He noted that during the design process of the bump out, they met with Grand Theater staff and questioned if the bump out would preclude closing of the street when children and buses are present. The staff indicated they would prefer to have this additional space to provide a buffer area for the children. Williams indicated there were a lot of unforeseen and unsafe issues inside of the building. Flammable material (wood framing) has been removed and will be replaced with fireproof materials. The deteriorated stone on the outside has been cleaned and repaired. A new roof and trim will be installed and the building has been stabilized with new concrete. Granite will be installed along the bottom portion of the building.

Mike Moore, REI, 4080 North 20th Avenue, explained the existing sidewalk in front of the CVA has a cross slope from the building towards the street of 6% to 6½%. Standard practice is approximately 2%. By bumping out the sidewalk an extra 9½ feet away from the building, the slope will be between 1½% and 2%. This will be flatter, which is something to consider in the winter when it is icy. Two parking stalls would be eliminated on 4th Street, but two stalls will be gained on Scott Street by closing off an alley.

Lindman stated back in December a 50-50 cost share was proposed and now it appears the request is for the City to cover the entire cost. Slamka stated the project is completely out of cash. He further stated this is the City's sidewalk and feels it is the responsibility of the City to install a proper sidewalk. If the City does not want to install a bump out, he believes the sidewalk should be flat without the fiber optic cover sticking up. Lindman questioned if REI would be completing the engineering design and if the Grand Theater Foundation would be hiring a contractor for the work. Slamka confirmed REI would complete the design but expected the City to hire a contractor. Rasmussen questioned if the City could do the bump out cheaper than the estimate provided due to the volume of materials the City purchases during a season. Lindman will check to see if the work can be done in-house. Rasmussen stated there has been some feedback received regarding pedestrian staging at 4th Street and Scott Street during events at the Grand. Crowd management and pedestrian crossing during 400 Block events has also been talked about at Public Health and Safety. The bump out would make the cross between streets shorter for pedestrians. In the interest of safety, this does seem safer than what is there today as there is not a lot of room between

the corner of the building and the intersection. Abitz stated the intersection was looked at by Parking and Traffic. She believes the bump out would push the cars out further and allow a better site view down the street. Rasmussen said in the grand scheme of things the estimate provided by REI is not shocking in terms of projects but using our own resources and bulk purchasing could possibly get the project done for less.

Oberbeck indicated he began working with the CVA about a year and a half ago when they started formulating a series of projects within the Grand Theater. REI was brought on for civil engineering of the project. There are quite a few improvements that will happen alongside the building. He stated it is his project, but he is not trying to influence the committee. A lot of money has been spent on the exterior and will soon be unveiled once the granite is installed. Gisselman questioned if the red granite is from Marathon County and Williams confirmed. He stated the PAF office building also has red granite and they are trying to tie the two corners together aesthetically.

Mielke moved to approve the plan in concept and direct staff to work on a means of participation in the work, funding or both, and forward a recommendation to Finance. Abitz seconded and the motion carried unanimously 5-0.

Discussion and possible action on resolutions approving 2016-2020 Transportation Alternatives Program (TAP) projects

Lenz explained there are three separate resolutions for the three applications prepared for TAP funding from the DOT. Applications were submitted for three projects, which are the Riveredge Parkway on Bridge Street to West Wausau Avenue, Stettin Drive from Brockmeyer Park to Stettin Elementary School, and the Business Campus Trail from Packer Drive underneath the Hwy. 29 overpass on 72nd Avenue to Highland Drive. These are projects that are for multiuse transportation such as bikes, pedestrians and other non-motorized vehicles. He reminded the committee that TAP funding is an 80% grant with the DOT paying for 80% of the cost and the remaining 20% would be the City's responsibility. The committee previously approved applying for the funding. The next step in the process is to approve resolutions of support. The resolutions do not include a budgetary commitment because we do not know yet if the grants will be received and this would not be for this budget year but for a future year.

Mielke moved to approve the three resolutions approving 2016-2020 Transportation Alternatives Program (TAP) projects. Kellbach seconded.

Abitz questioned where we would stand if the grant is not received. Lenz indicated a funding source has not been identified for any of the projects. Rasmussen stated that assuming a grant was not received, Safe Routes to Schools may be an option for the project on Stettin Drive. Lenz explained that Safe Routes is part of this grant program. If the City was to apply specifically for Safe Routes funding, often a Safe Routes Plan is to be completed first along with other requirements. Gisselman questioned if negotiations have begun regarding easements on the Riveredge Trail. Lenz replied for this particular section there is one property owner and there have been preliminary discussions. This would also give momentum for other sections of the trail.

There being a motion and a second, motion to approve the three resolutions approving 2016-2020 Transportation Alternatives Program (TAP) projects carried unanimously 5-0.

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

Wesolowski explained that the fourth revision provided by the DOT was before the committee last month and was not accurate as the DOT had not included several design amendments. An update revision has been provided with a new cost share of \$295,841.

Abitz moved to approve the updated Fourth Revision to the State/Municipal Agreement for State Project ID 6999-03-09, 28, 59, 79, 80, 81, STH 52 (Stewart Avenue.) Mielke seconded and the motion carried unanimously 5-0.

Discussion and possible action on petition for annexation from the Town of Maine: Niemeyer (petitioner) – Territory bounded by W. Cassidy Drive, N. 4th Avenue and Decator Drive

Lindman provided an updated map showing the proposed parcel in relation to previous annexations. Abitz questioned how several small parcels shown on the map fit in. Lindman stated those are parcels owned by others that are not annexed. Lenz further explained that the annexations to date have been direct unanimous annexations. Those parcels are owned by people who have not petitioned to be in the City. How those parcels will be served with utilities in the future is up for debate as they are not within the City. Rasmussen said this committee has been clear on the fact that we have not gone out soliciting for annexations but rather reacted when people came to us.

Gisselman moved to approve the petition for annexation from Niemeyer for territory bounded by West Cassidy Drive, North 4th Avenue and Decator Drive. Kellbach seconded.

Gisselman asked if an update will be received regarding the recent annexations. Rasmussen stated a legal update will be provided by the City Attorney at a future Council meeting.

There being a motion and a second, motion to approve the petition for annexation from Niemeyer for territory bounded by West Cassidy Drive, North 4th Avenue and Decator Drive carried unanimously 5-0.

Future agenda items for consideration

Because of CISM and Parking and Traffic merging, Abitz noted that Parking and Traffic will meet prior to the next Council meeting to take care of housekeeping items. Rasmussen added that the City Attorney's Office is working on a joint resolution and the code revisions. Gisselman questioned if an April meeting will be held. Rasmussen replied there will be one more CISM meeting of this group in April.

Adjourn

Mielke moved to adjourn the meeting. Abitz seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 6:10 p.m.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – April 14, 2016

AGENDA ITEM

Action on a Stormwater Maintenance Agreement for the Wausau School District at 1600 Kickbusch Street (Hawthorn Hills Elementary School)

BACKGROUND

The Wausau School District is currently in the process of redeveloping a number of the elementary schools in the district. Hawthorn Hills 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 a water quality swale, a dry detention basin, infiltration 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 15 day of MARCH, 20 16 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau School District,

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

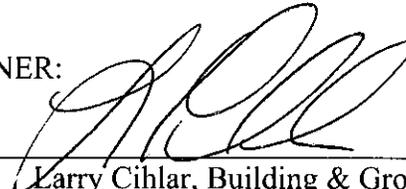
Name and Return Address

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

PIN: 291-2908-312-0042

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 16 day of March, 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.

Cassie Peck

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: _____

EXHIBIT A

See Grading & Drainage Map

EXHIBIT B

Storm Water Operations and Maintenance Hawthorn Hills 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.

- **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.

- **Infiltration Basins:**

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, remove the top 6" of sand/compost mix. Till the bottom of basin and install 6" of new soil mixture (20% compost and 80% on-site sand) . Snow shall not be stored or plowed into infiltration basins.

- **Water Quality Swale (Grass Swale):**

Inspection: Look for accumulation of sediment and/or debris within swale. Look for erosion or damage. Review plant health.

Maintenance: Remove accumulated sediment deposits and/or debris and repair any eroded or damaged grass areas.

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.

LEGEND:

PROPOSED DRAINAGE AREA



D1

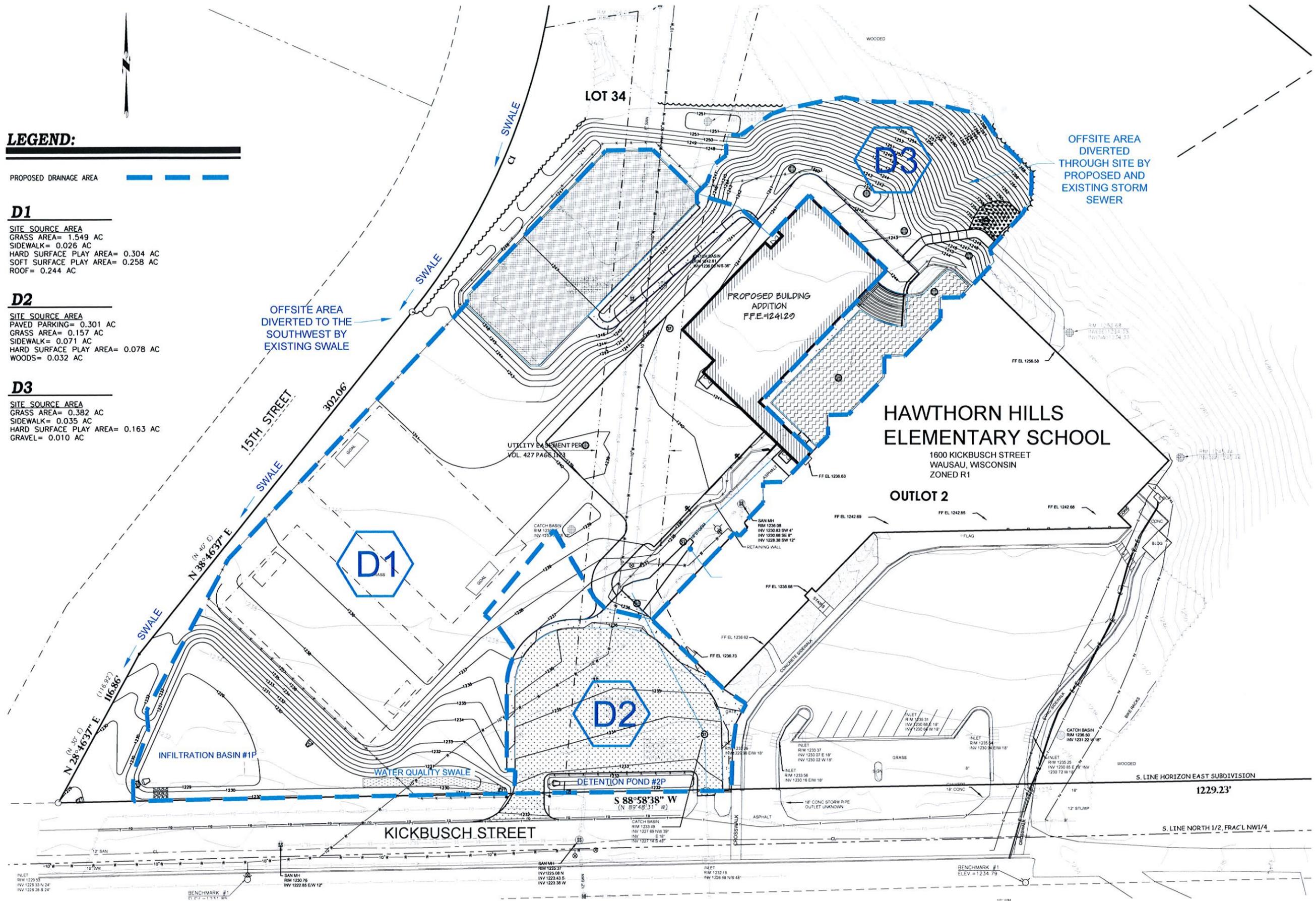
SITE SOURCE AREA
 GRASS AREA= 1.549 AC
 SIDEWALK= 0.026 AC
 HARD SURFACE PLAY AREA= 0.304 AC
 SOFT SURFACE PLAY AREA= 0.258 AC
 ROOF= 0.244 AC

D2

SITE SOURCE AREA
 PAVED PARKING= 0.301 AC
 GRASS AREA= 0.157 AC
 SIDEWALK= 0.071 AC
 HARD SURFACE PLAY AREA= 0.078 AC
 WOODS= 0.032 AC

D3

SITE SOURCE AREA
 GRASS AREA= 0.382 AC
 SIDEWALK= 0.035 AC
 HARD SURFACE PLAY AREA= 0.163 AC
 GRAVEL= 0.010 AC



OFFSITE AREA DIVERTED THROUGH SITE BY PROPOSED AND EXISTING STORM SEWER

OFFSITE AREA DIVERTED TO THE SOUTHWEST BY EXISTING SWALE



Office Locations:
 Milwaukee
 173 North Broadway
 Milwaukee, Wisconsin 53202
 T: 414.226.0200
 Sheboygan
 1202A North 8th Street
 PO Box 955
 Sheboygan, Wisconsin 53082
 T: 920.459.4200
 www.brayarch.com

Project Title:
**WAUSAU SCHOOL DISTRICT
 HAWTHORN HILLS ELEMENTARY SCHOOL
 1600 KICKBUSCH STREET
 WAUSAU, WI 54401**

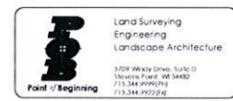
Project Number:
3180

Issued For:
DESIGN REVIEW ONLY

Issue Dates:
January 23, 2016
 Revision Dates:

Sheet Title:
Proposed Drainage

Sheet Number:



Abstract: Runkel Abstract & Title Company No. 166339 continued to June 21, 1985 at 8:00 o'clock A.M.

Premises: All of Outlot two (2) and all of Lots thirty-four (34), thirty-five (35), sixty (60), sixty-two (62), sixty-three (63), sixty-four (64), sixty-five (65) and parts of Lots thirty-three (33), thirty-six (36), forty-nine (49), fifty-eight (58), fifty-nine (59) and sixty-one (61), all in Horizon East Subdivision plat located in the fractional North one-half (fr'1 N $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section thirty-one (31), Township twenty-nine (29) North, Range eight (8) East, in the City of Wausau, Marathon County, Wisconsin, and being all those lands bounded within the following traverse lines described to-wit: Beginning at the Southeast corner of said Lot 65; thence North 0 $^{\circ}$ 49' 36" East, 407.01 feet; thence South 79 $^{\circ}$ 43' 47" West, 207.02 feet to the Northwest corner of said lot 61; thence North 49 $^{\circ}$ 46' 16" West, 388.10 feet to the Northwest corner of said Lot 49; thence South 81 $^{\circ}$ 08' 31" West, 385.11 feet; thence along the East line of 15th Street on the arc of a curve concave to the West whose radius is 459.20 feet, whose central angle is 31 $^{\circ}$ 10', and whose chord bears South 24 $^{\circ}$ 25' West, 246.72 feet; thence continue along the East line of 15th Street South 40 $^{\circ}$ 00' West, 302.06 feet and South 30 $^{\circ}$ 00' West, 116.92 feet to the Southwest corner of Outlot 2; thence South 89 $^{\circ}$ 48' 31" East, 1229.26 feet to the point of beginning. Including therein all of platted 16th Court to be vacated and that part of platted 16th Street to be vacated; and that part of Reagan Avenue to be vacated that lies within the above traverse.

I have carefully examined the abstract above described and from such examination it is my opinion that Packaging Tape, Inc., a Wisconsin corporation

June 21, 1985 at 8:00 o'clock A. M., a merchantable title had on to the premises described above, excepting only the following:

Easements: None of record.

Judgments: None of record.

Other Liens: None of record.

Unpaid Taxes: The certificate of the abstractor indicates that all taxes up to and including 1984 have been paid.

Assessments: None of record.

Mortgages in order of Priority: None of record.

Agenda Item No.

1C

STAFF REPORT TO CISM COMMITTEE - April 14, 2016

AGENDA ITEM

Action on a Stormwater Maintenance Agreement for O'Malley Automotive Inc. at 3405 Stewart Avenue

BACKGROUND

O'Malley Automotive, located at 3405 Stewart Avenue, is in the process of renovating its Automotive Dealership. The renovations include construction of a new sales and service facility and reconstruction of the existing parking lot. On-site storm sewer, riprap embankments, outfalls and flumes will safely convey stormwater runoff from the site to the City owned regional stormwater basin to the south and east. To maintain the integrity and function of the storm sewer and riprap facilities 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 24 day of March, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and _____

O'Malley Automotive Inc.,

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:

291.2907.331.0986

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: 
 Michael O'Malley

By: _____

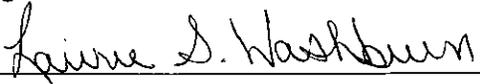
CITY OF WAUSAU:

By: _____
 James E. Tipple, Mayor

By: _____
 Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 24 day of March, 2016, the above-named Michael O'Malley 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: 2-13-2018

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 O'MALLEY AUTOMOTIVE 3405 & 3505 STEWART AVE, WAUSAU, WI

The Land Owner, O'Malley Automotive, Inc., 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 on-site storm sewer and riprap and off-site riprap associated with the project.

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 prevent entry into storm sewer while also enhancing site aesthetics.
2. Riprap: Inspect riprap and repair/replace as needed to maintain integrity and function of riprap. Riprap shall be inspected at sloped and outfall placements.
3. Mowing: Sweep up clippings within paved areas to prevent entry into storm system.

Agenda Item No.

1D

STAFF REPORT TO CISM COMMITTEE - April 14, 2016

AGENDA ITEM

Action on a Stormwater Maintenance Agreement for Jerry's Enterprises, Inc. at 306 South 18th Avenue

BACKGROUND

This spring Holiday Companies will be starting the construction of a new store and gas station located at 306 South 18th Avenue (former Marcus Theater site). The proposed development consists of a 6,300 square foot building, car wash, canopy, parking lot, fueling area and on-site stormwater best management practices (BMP's). The stormwater best management practices, which include storm sewer, catch basins, and riprap, will capture, convey, treat and storm the runoff from the site. To ensure properly functioning stormwater facilities year after year, the City requires the owner to sign a maintenance agreement making the owner inspect and maintain the facilities on a 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

Document No.

AGREEMENT

Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 22nd day of March, 2016, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and JE Wausau Gas 2015 LLC (Jerry's Enterprises, Inc), 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 "best management practices" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the best management practices 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 best management practices and, in addition to those, 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:

291.2907.274.094/2

- 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: *Michael Jure*
MICHAEL JURE
JERRY'S ENTERPRISES.

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 22nd day of March, 2016, the above-named Michael Jure and _____ of Jerry's Enterprises, Inc., LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

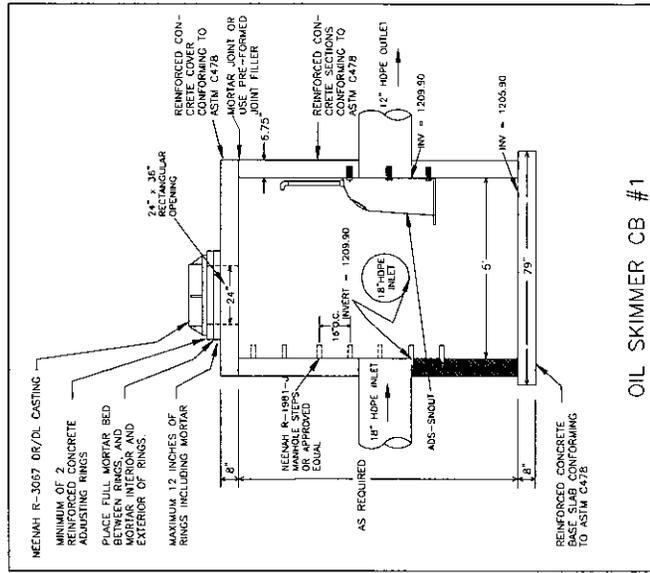


Suzanne M. Berg
 Notary Public, Wisconsin MINN
 My commission: 1-31-18

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: _____



OIL SKIMMER CB #1

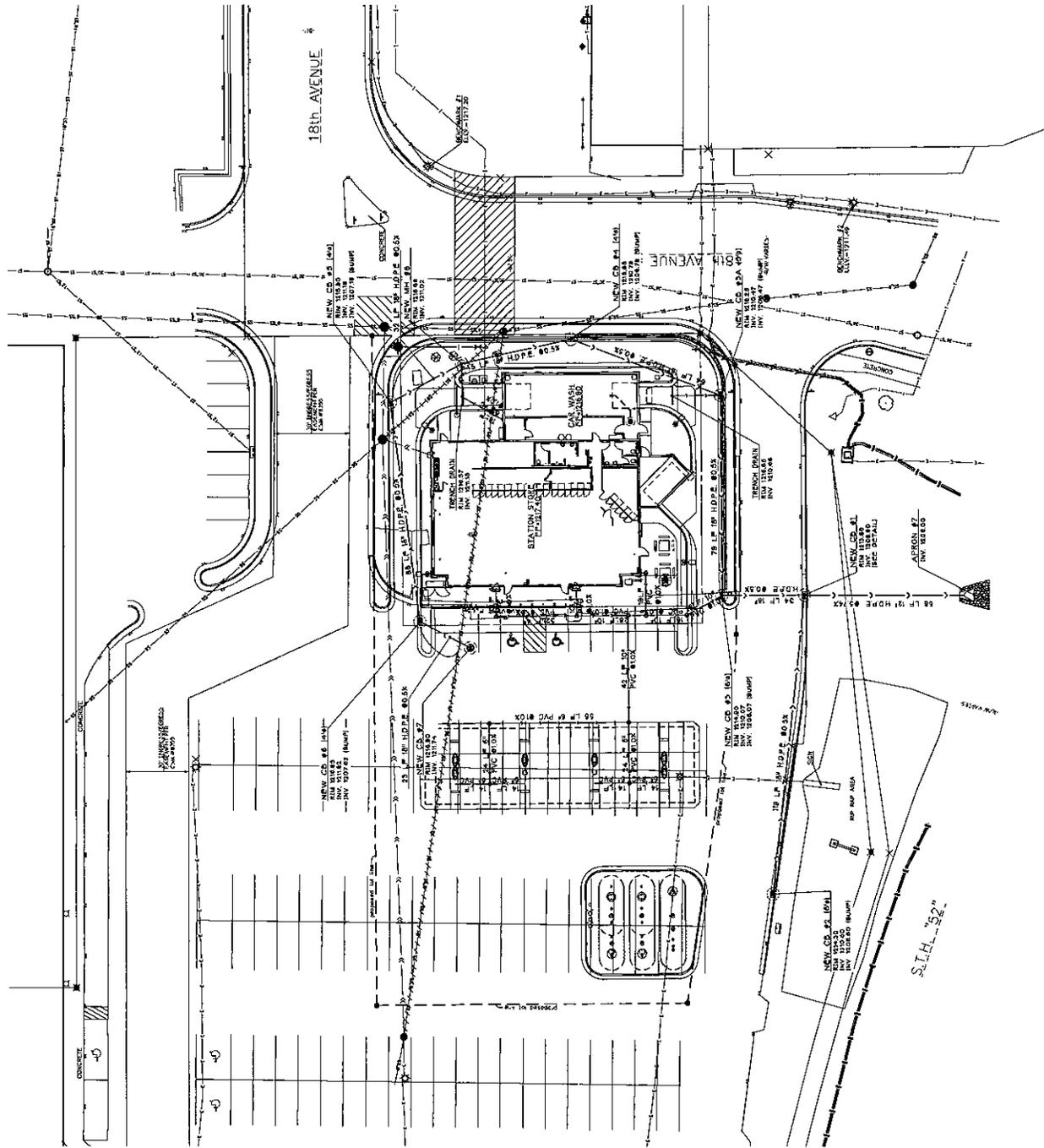


Exhibit A

Exhibit B

Post Construction Long Term Maintenance Plan for Holiday: Wausau, WI

System Description:

The site consists of a series of storm water conveyances through sheet draining, piping and sumped catchbasins. The purpose of the sumped catchbasins and the grassed areas are to prevent direct discharge of the storm water runoff to the surrounding receiving waters. The water quality treatment system is provided through sumped catchbasins.

System Maintenance

Sumped Catchbasins

- Sediment is to be removed from the sumped catchbasins when the permanent pool depth is less than 2'. Check for sediment accumulation at a minimum twice a year.
- The outlet structure shall be checked regularly for clogging and shall be cleaned and repaired as necessary
- Check at least biannually and after each extreme storm event, the facility should be cleaned of accumulated debris. This maintenance typically includes sediment, floatable, and debris removal from inlets, outlets and skimmers.
- Some sediment may contain contaminants that requires special disposal. If there is uncertainty about what the sediment contains or it is known to contain contaminants, the Department of Natural Resources should be consulted through Holiday. Generally, special attention or sampling should be given to sediment accumulated in fueling areas, large parking lots, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.
- Some sediment collected may be free of pollutants and can be used as fill material. It is vital that this material not be placed in any way that will promote or allow re-suspension in the storm runoff.

Piping System Maintenance

- The outlet structure shall be checked regularly for clogging and shall be cleaned and repaired as necessary

- Check at least biannually and after each extreme storm event, the facility should be cleaned of accumulated debris.
- This maintenance typically includes sediment, floatable, and debris removal from inlets, outlets and skimmers.
- Grass should be mowed so that it does not get over 6".
- Remove sediment when accumulation reaches 6", or if re-suspension is observed or probable.
- Some sediment may contain contaminants that requires special disposal. If there is uncertainty about what the sediment contains or it is known to contain contaminants, the Department of Natural Resources should be consulted through Holiday. Generally, special attention or sampling should be given to sediment accumulated in fueling areas, large parking lots, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.
- Some sediment collected may be free of pollutants and can be used as fill material. It is vital that this material not be placed in any way that will promote or allow re-suspension in the storm runoff.

Permanent Maintenance Tasks and Schedule

| Tasks | Storm Sewer System | Catch Basin Sumps | Catch Basin Inlet Castings | Schedule |
|--|--------------------|-------------------|----------------------------|---------------------------|
| Inspects for Sediment Accumulation | X | X | | Bi Annual |
| Removal of Sediment Accumulation | X | X | | Every 2 years as needed |
| Inspect for Floatable and Debris | | | X | Bi Annual |
| Inspection for Erosion | | | | Bi Annual |
| Re-establish Permanent Vegetation on Eroded Slopes | | | | Bi Annual |
| Replacement of Stone | | | | Every 3-5 years as needed |
| Clean Streets | | | | Bi Annual |
| Mowing | | | | 0-2 times per year |
| Make Adjustments or Replacements as determined by Annual Wet Weather Inspections | X | X | X | As needed |
| Keep Records of all Inspections and Maintenance Activities | | | | Bi Annual |

Inspection Maintenance Form

| Month / Year | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| | yes or no / Initials |
| _____ / _____ | Date: | Date: | Date: | Date: | Date: |
| Inspections Performed | yes or no / |
| Comments | | | | | |

| Month / Year | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| | yes or no / Initials |
| _____ / _____ | Date: | Date: | Date: | Date: | Date: |
| Inspections Performed | yes or no / |
| Comments | | | | | |

| Month / Year | Week 10 | Week 11 | Week 12 | Week 13 | Week 14 |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| | yes or no / Initials |
| _____ / _____ | Date: | Date: | Date: | Date: | Date: |
| Inspections Performed | yes or no / |
| Comments | | | | | |

| Month / Year | Week 15 | Week 16 | Week 17 | Week 18 | Week 19 |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| | yes or no / Initials |
| _____ / _____ | Date: | Date: | Date: | Date: | Date: |
| Inspections Performed | yes or no / |
| Comments | | | | | |

| Month / Year | Week 20 | Week 21 | Week 22 | Week 23 | Week 24 |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| | yes or no / Initials |
| _____ / _____ | Date: | Date: | Date: | Date: | Date: |
| Inspections Performed | yes or no / |
| Comments | | | | | |

| Month / Year | Week 25 | Week 26 | Week 27 | Week 28 | Week 29 |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| | yes or no / Initials |
| _____ / _____ | Date: | Date: | Date: | Date: | Date: |
| Inspections Performed | yes or no / |
| Comments | | | | | |

AGENDA ITEM

Action on termination of Easement between 411 Westwood Drive LLC and City of Wausau and approval of new Easement between Wausau Healthcare Investors LLC and City of Wausau

BACKGROUND

The original design for the clinic was to utilize the existing easement and water main that was in place. During the construction and site preparation for the new building and required parking, it was determined that the retaining wall would be placed over the existing water main and the water main would then be over 14ft deep. Two options were discussed:

1. To step up the existing water main to keep it at the preferred depth. This required many fittings and would have still left the water main under the retaining wall which would have made maintenance difficult.
2. Relocate the water main outside of the proposed retaining wall area. This option brought the water main outside of the existing utility easement and therefore a new easement needed to be established.

Due to the location of the new water main we were able to terminate some of the old utility easement and we also had to add an additional utility easement area.

FISCAL IMPACT

There is no fiscal impact associated with terminating the existing easement or with approving the new easement.

STAFF RECOMMENDATION

Staff recommends terminating the existing easement and approval of the new easement.

Staff contact: Eric Lindman 715-261-6745

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT made this 1st day of December, 2011, by and between 411 Westwood Drive LLC, GRANTOR, and the City of Wausau, a municipal corporation of the State of Wisconsin, GRANTEE;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair the sanitary sewer, storm sewer and watermain which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

A Utility Easement being part of the vacated Westwood Center Boulevard and the vacated Westwood Drive located in the Northeast 1/4 of the Northeast 1/4, Section 27, Township 29 North, Range 7 East, and part of said vacated Westwood Drive and part of Lot 1 of Certified Survey Map Number 15458, recorded in Volume 70, Page 40, as document number 1540070, in the Marathon County Register of Deeds Office, located in the Southeast 1/4 of the Northeast 1/4, said Section 29, Township 27 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows: Commencing at the Northeast corner of said Lot 1; thence South 89°26'27" West, along the North line of said Lot 1, 156.73 feet to the point of beginning; thence South 00°32'40" East, 52.84 feet; thence South 86°06'46" East, 32.66 feet; thence South 03°53'14" West, 30.00 feet; thence North 86°06'46" West, 28.57 feet; thence South 03°08'36" East, 102.32 feet; thence South 53°05'03" East, 101.92 feet to the North Right-of-way line of West Bridge Street; thence South 46°50'51" West, along said North Right-of-way line, 45.18 feet; thence North 51°51'03" East, 73.82 feet; thence South 38°08'57" East, 14.00 feet; thence North 49°38'36" West, 23.26 feet; thence North 08°51'04" West, 35.45 feet; thence North 75°04'35" West, 27.75 feet to the West Right-of-way line of said vacated Westwood Drive; thence North 01°26'19" West, along said West Right-of-way line of vacated Westwood Drive, 31.27 feet; thence South 75°04'35" East, 20.80 feet; thence North 03°48'41" East, 30.65 feet; thence North 38°57'50" West, 37.36 feet to said West Right-of-way line of vacated Westwood Drive; thence North 45°59'30" West, along said West Right-of-way line of Vacated Westwood Drive, 61.92 feet to the South Right-of-way line of Westwood Center Boulevard; thence North 89°26'21" East, along said South Right-of-way line, 43.44 feet to the East Right-of-way line of said Westwood Center Boulevard; thence North 01°26'19" West, along said East Right-of-way line of Westwood Center Boulevard, 20.67 feet; thence South 38°31'41" East, 57.00 feet; thence North 01°05'09" West, 73.27 feet; thence South 88°56'38" West, 34.82 feet to said East Right-of-way line of Westwood Center Boulevard; thence North 01°26'19" West, along said East Right-of-way line of Westwood Center Boulevard, 30.00 feet; thence North 88°56'38" East, 35.40 feet; thence North 00°32'40" West, 37.38 feet; thence North 02°34'51" West, 38.91 feet to the extension of the North line of said Lot 1 to the West; thence North 89°26'27" East, along said extension and said North line of Lot 1, 30.02 feet to the point of beginning.

That said parcel contains 20,736 sq. ft. or 0.476 acres more or less.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.



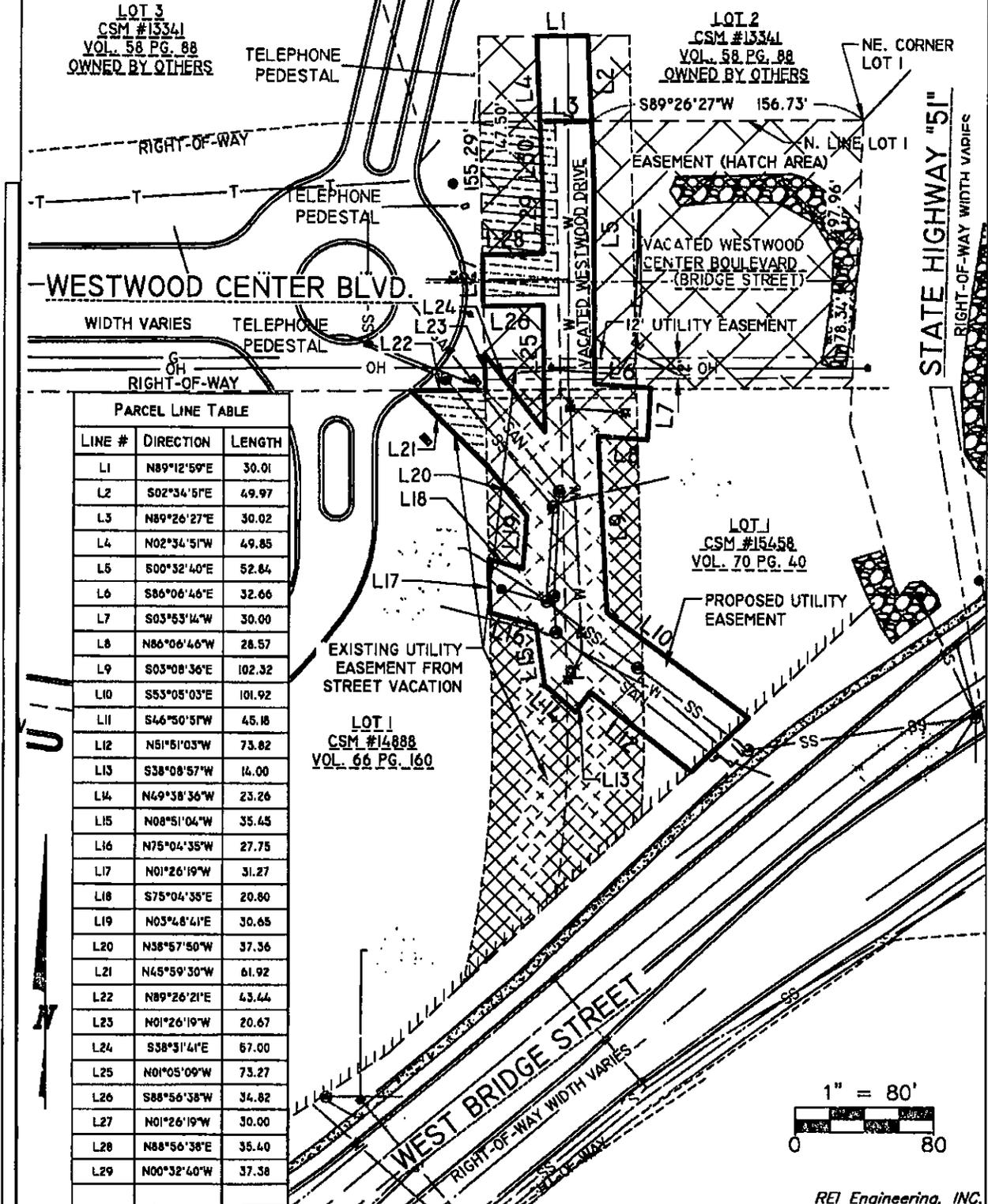
DOC# 1609364

Michael J. Sydow

Recording Area Clug 30
Name and Return Address
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403
PIN: 37.2907.271.0943 & 0949



UTILITY EASEMENT AMENDMENT



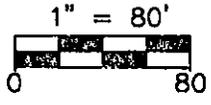
LOT 3
CSM #13341
VOL. 58 PG. 88
OWNED BY OTHERS

LOT 2
CSM #13341
VOL. 58 PG. 88
OWNED BY OTHERS

LOT 1
CSM #15458
VOL. 70 PG. 40

LOT 1
CSM #14888
VOL. 66 PG. 160

| PARCEL LINE TABLE | | |
|-------------------|-------------|--------|
| LINE # | DIRECTION | LENGTH |
| L1 | N89°12'59"E | 30.01 |
| L2 | S02°34'51"E | 49.97 |
| L3 | N89°26'27"E | 30.02 |
| L4 | N02°34'51"W | 49.85 |
| L5 | S00°32'40"E | 52.84 |
| L6 | S86°06'46"E | 32.66 |
| L7 | S03°53'14"W | 30.00 |
| L8 | N86°06'46"W | 28.57 |
| L9 | S03°08'36"E | 102.32 |
| L10 | S53°05'03"E | 101.92 |
| L11 | S46°50'51"W | 45.18 |
| L12 | N51°51'03"W | 73.82 |
| L13 | S38°08'57"W | 14.00 |
| L14 | N49°38'36"W | 23.26 |
| L15 | N08°51'04"W | 35.45 |
| L16 | N75°04'35"W | 27.75 |
| L17 | N01°26'19"W | 31.27 |
| L18 | S75°04'35"E | 20.80 |
| L19 | N03°48'41"E | 30.65 |
| L20 | N38°57'50"W | 37.36 |
| L21 | N45°59'30"W | 61.92 |
| L22 | N89°26'21"E | 43.44 |
| L23 | N01°26'19"W | 20.67 |
| L24 | S38°31'41"E | 67.00 |
| L25 | N01°05'09"W | 73.27 |
| L26 | S88°56'38"W | 34.82 |
| L27 | N01°26'19"W | 30.00 |
| L28 | N88°56'38"E | 35.40 |
| L29 | N00°32'40"W | 37.38 |



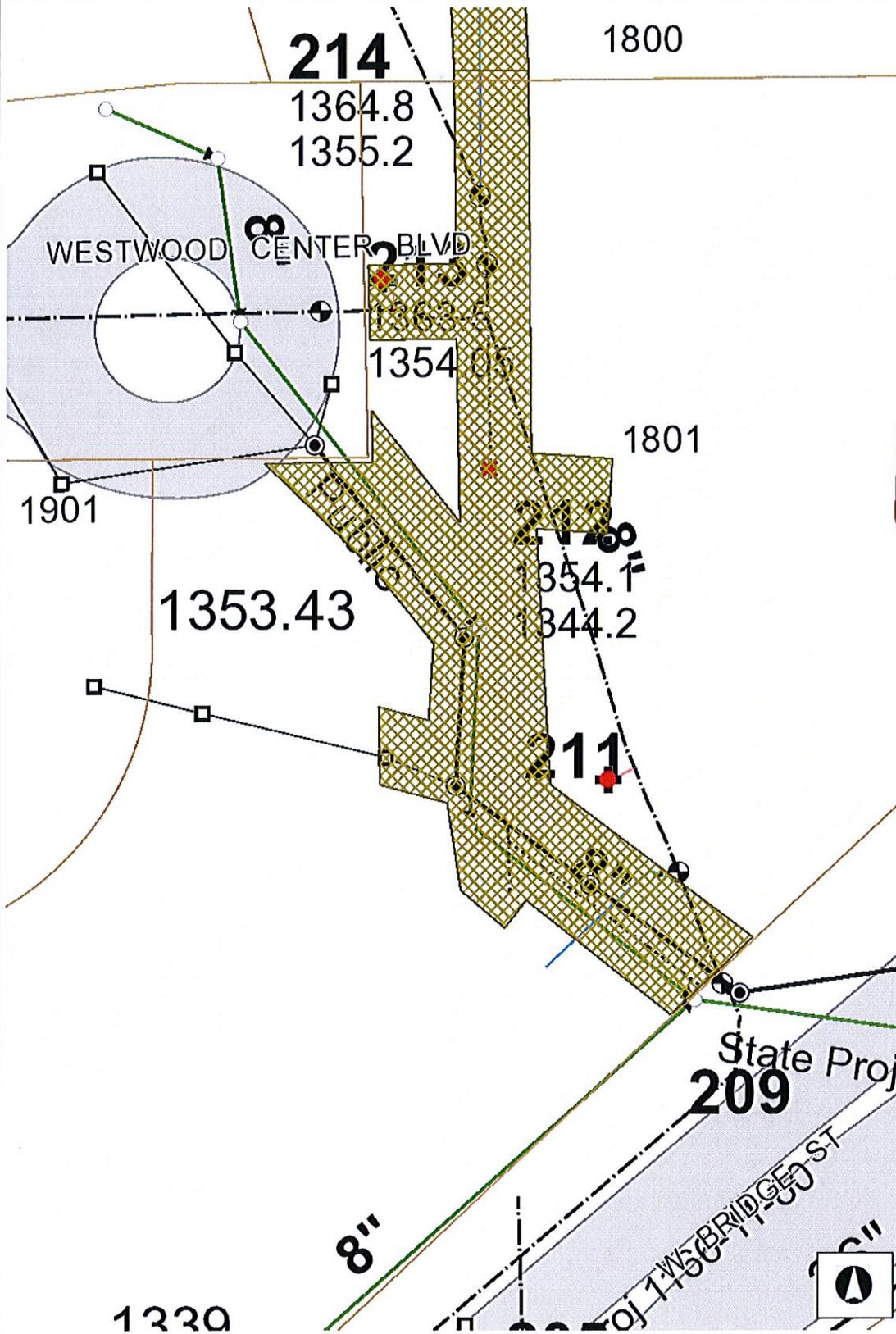
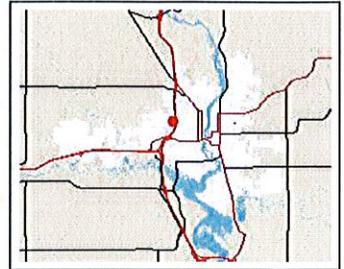
411 WESTWOOD DRIVE, LLC. AND
THE CITY OF WAUSAU
WAUSAU, WI 54401

FIGURE #1 : UTILITY EASEMENT AMENDMENT
PROJECT NO. 2804L DRAWN BY: JWP DATE: 11-14-2011



DOC # 1609364

REI Engineering, INC.



Legend

- Parcels
- ▤ Section Lines/Numbers
- ▨ Easement
- Manhole
- Inlet (w/OverLand Flow)
 - Catch Basin
 - ▼ DownSpout
 - InletBox
 - ⊙ OverLandFlow
- Open Drainage
- Main
 - Collector
 - Culvert
 - Force
 - Inlet Lead
 - Overflow
- Break Leak
 - * Break
 - ⬮ Leak
- Fire Hydrant
- Water Reservoir
 - Tank
 - ⊗ Tower
- Water Well
- Water Valve
 - ⊗ Butterfly Valve
 - Curbstop Valve
 - ⊙ Gate Valve
 - ⊗ Gate Valve with Bypass
 - ⌘ Tapping Valve
- Pressure Reducing Valve
 - ⊞ Blowoff
 - ⊞ PRV
- Launch
- Back Flow Preventor
- Raw Water Main
- Hydrant Lead / Fire Line
 - Fireline
 - Hydrant Lead
- Water Service
 - <all other values>
 - Copper
 - Lead
- Water Main- Pressure System
 - Base Zone
 - East Side High Zone
 - East Side Zone
 - Special Zone
 - ⊗ Inner West Side Zone

Notes

Map Created: 4/8/2016
 0.01 0 0.01 Miles

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

User_Defined_Lambert_Conformal_Conic

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Document No.

TERMINATION OF EASEMENT
Document Title

THIS AGREEMENT made this _____ day of _____, 2016, by and between 411 Westwood Drive LLC, hereinafter referred to as "411," and the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY;"

WITNESSETH:

WHEREAS, on December 1, 2011, 411 and CITY entered into an agreement whereby 411 granted to CITY an easement to construct, reconstruct, maintain, inspect and/or repair the sanitary sewer, storm sewer and watermain; and

WHEREAS, a new easement will be entered into and the purpose of this agreement is to extinguish the easement.

NOW, THEREFORE, the parties hereto agree as follows:

That the easement agreement between the parties dated December 1, 2011, and recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on December 2, 2011, as Document No. 1609364, is hereby extinguished, and all terms and provisions of the agreement shall hereinafter become null and void, with the exception of any insurance and hold harmless provisions which shall remain in effect as necessary.

LEGAL DESCRIPTION: Part of the parcel described in Document No. 1609364 recorded in the Office of Register of Deeds for Marathon County, being part of Lot 3 of Certified Survey Map Number 16200 recorded in Volume 74 of Certified Survey Maps on Page 154, being part of the Southwest ¼ of the Northeast ¼, Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Lot 3; thence South 45°06'88" West, 217.81 feet to the Easterly line of the easement described in said Document No. 1609364, the point of beginning;

Thence South 86°06'46" East, along said Easterly line, 32.66 feet; thence South 03°53'14" West, along said Easterly line, 30.00 feet; thence North 86°06'46" West, along said Easterly line, 28.57 feet; thence South 03°08'36" East, along said Easterly line, 38.83 feet; thence North 38°31'41" West, 52.88 feet to the Westerly line of said easement described in Document No. 1609364; thence North 01°05'09" West, along said Westerly line, 73.27 feet; thence North 88°56'38" East, 30.02 feet to said Easterly line of the easement described in Document No. 1609364, the point of beginning;

and also;

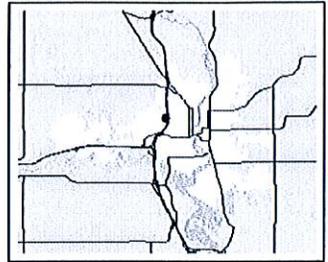
Commencing at the Northeast corner of said Lot 3; thence South 25°09'09" West, 367.45 feet to said Westerly line of the easement described in Document No. 1609364, the point of beginning;

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: 291.4.2907.271.0941



THE WESTWOOD CONFERE THE WESTWOOD CONFERE

1800

1801

1
WAUSAU HEALTHCARE IN

WAUSAU HEALTHCARE IN

EASEMENT TO BE RELEASED

PROPOSED 30' WM EASEMENT

EASEMENT TO BE RELEASED

W BRIDGE ST

400 WESTWO



Legend

- Parcel
- Section Lines/Numbers
- Easement
- Building
- Railroad
- Bridge
- Overpass
- Paved Road
- Divided Highway
- Stream - River
- Pond - Lake
- Wausau Wetland
- Swamp

Notes

Map Created: 3/10/2016

0.01 0 0.01 Miles



User_Defined_Lambert_Conformal_Conic

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2016, by and between Wausau Healthcare Investors LLC, Grantor, and the City of Wausau, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a watermain which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 3 of Certified Survey Map Number 16200 recorded in Volume 74 of Certified Survey Maps on Page 154, being part of the Southwest ¼ of the Northeast ¼, Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Lot 3; thence South 46°50'51" West, along the Southerly line of said Lot 3, 114.74 feet to the Easterly line of the easement described in Document No. 1609364 recorded in the Office of Register of Deeds for Marathon County, the point of beginning;

Thence North 20°25'28" West, 255.88 feet to said Easterly line; thence South 88°56'38" West, 31.80 feet; thence South 20°25'28" East, 279.00 feet to said Southerly line of Lot 3; thence North 46°50'51" East, along said Southerly line, 32.53 feet to said Easterly line of the easement described in said Document No. 1609364, the point of beginning.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-271-0941

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

WAUSAU HEALTHCARE INVESTORS LLC BY:

James E. Tipple, Mayor

Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2016, the above named James E. Tipple, Mayor, and Toni Rayala, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

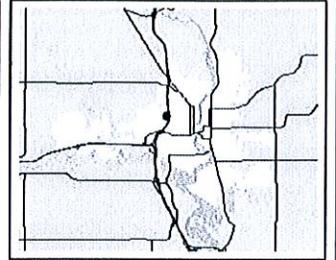
Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2016, the above named _____, of Wausau Healthcare Investors LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau, WI 54403-4783



THE WESTWOOD CONFERE THE WESTWOOD CONFERE

1800

EASEMENT TO BE RELEASED

1801

PROPOSED 30' WM EASEMENT

30'

EASEMENT TO BE RELEASED

WAUSAU HEALTHCARE IN

WAUSAU HEALTHCARE IN

W BRIDGE ST

400 WESTWO

Legend

- Parcels
- ▤ Section Lines/Numbers
- ▨ Easement
- Building
- + Railroad
- ▧ Bridge
- ▩ Overpass
- ▭ Paved Road
- ▭ Divided Highway
- Stream - River
- ▭ Pond - Lake
- ⊕ Wausau Wetland
- ⊗ Swamp

Notes

Map Created: 3/10/2016

0.01 0 0.01 Miles



User_Defined_Lambert_Conformal_Conic

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



THIS MAP IS NOT TO BE USED FOR NAVIGATION

AGENDA ITEM

Discussion and possible action on the First Revision to the State-Municipal Agreement for Townline Road from Grand Avenue to Easthill Drive

BACKGROUND

Townline Road from Grand Avenue to Easthill Drive is proposed to be reconstructed by the DOT in 2018. A State/Municipal Agreement was approved by Council in July 2014. The total cost of the project is estimated at \$1,268,500. According to the original agreement, the City was responsible for 100% of the design costs, 50% of the construction costs, 50% of State review costs, and 100% of non-participating construction (such as sewer and water) costs. The total estimated cost to the City was \$699,625. Additional funds were recently approved by the Wausau MPO TAC Committee for construction costs and State review. The City will still be responsible for 100% of the design costs and non-participating construction costs. The estimated total cost to the City under this revised agreement is \$632,498.

FISCAL IMPACT

According to the revised agreement, the City’s estimated cost is \$632,498, which is \$67,127 less than the original agreement.

STAFF RECOMMENDATION

Staff recommends approval of the revised agreement.

Staff contact: Allen Wesolowski 715-261-6762

Urbanized Area STP-Urban (206)

| | | |
|---|--|---|
|  | 1st Revision STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT This agreement supersedes the agreement signed by the Municipality on 7/10/2014 and signed by WisDOT on 7/16/2014. | Revised Date: 7 March 2016 |
| | Program Name: STP-Urban Population Group: 50,000-200,000 Sub-program #: 206 | Date: May 14, 2014 I.D.: 6999-18-01 Design, 6999-18-71 Constr. Road Name: Townline Road Limits: City of Wausau, Townline Road Grand Ave to Easthill Drive County: Marathon Roadway Length: 0.7 mile Functional Classification: Minor Arterial Project Sponsor: City of Wausau Urbanized Area: Wausau MPO |

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request:

Townline Road between Grand Avenue and Easthill Drive is functionally classified as an Urban Minor Arterial and carries 7000 vehicles per day with a posted speed of between 25-35 MPH. This major east west corridor is located south of downtown Wausau and is part of the Wausau truck route system, therefore the roadway sees heavy truck traffic as manufacturers are in close proximity. New development in the area will increase the importance of the roadway. The urban existing section has a concrete pavement width of 24 feet with 8 foot concrete shoulders as well as sidewalk. The 1968 pavement is cracked with joint failure. This roadway is a route on the regional bicycle system.

Proposed Improvement - Nature of work:

A reconstruction type project is proposed for this segment of Townline Road. The proposed major work for the urban cross-section roadway project will include the following; minimal grading, new pavement, curb and gutter, storm sewer, sidewalk, railroad improvements and standard lighting. Bicycle and pedestrian accommodations will be determined through the design. Additional right of way needs will be by temporary interests.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **The extent of the scope of work for non-participating items has yet to be identified by the sponsor.**

Urbanized Area STP-Urban (206)

The Municipality agrees to the following **2013-2018** Urbanized Area STP-Urban project funding conditions:

Project construction costs are funded with **55.9%** for all federally-funded project phases when the municipality agrees to provide the remaining **44.1%** and all funds in excess of the **\$636,002** federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. **The design is 100% locally funded.** Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2018**. **In accordance with the State’s sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015 or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

| PHASE | SUMMARY OF COSTS | | | | |
|-------------------------------------|--------------------|------------------|------------|------------------|-------------|
| | Total Est. Cost | Federal Funds | % | Municipal Funds | % |
| ID 6999-18-01 | | | | | |
| Design | | | | | |
| State Review | \$30,750 | \$0 | 0% | \$30,750 | 100% |
| Subtotal | \$30,750 | \$0 | | \$30,750 | |
| ID 6999-18-71 | | | | | |
| Participating Construction | \$1,025,000 | \$572,975 | 55.9%* | \$452,025 | 44.1% + BAL |
| Non-Participating Construction | \$100,000 | | 0% | \$100,000 | 100% |
| State Review | \$112,750 | \$63,027 | 55.9%* | \$49,723 | 44.1% + BAL |
| Subtotal | \$1,237,750 | \$636,002 | | \$601,748 | |
| Total Est. Cost Distribution | \$1,268,500 | \$636,002 | N/A | \$632,498 | N/A |

*The percentage of project costs covered by federal funding at approval, **55.9%**, is based on TIP Committee Action. Due to the federal funding cap, which is **\$636,002** for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement

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

Name: (print)

Title:

Date:

Signature:

Signed for and in behalf of the **State:** (please sign in blue ink)

Name: **Brian Gaber**

Title: **WisDOT North Central Region Planning Chief**

Date:

Signature:

Urbanized Area STP-Urban (206)

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved **2013-2018** Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

Urbanized Area STP-Urban (206)

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Management Consultant and State Review Services. (For the construction phase only.)
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the **2013-2018** Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Preliminary Engineering and design
 - j. Management Consultant and State Review Services. (For the design phase only.)
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

Urbanized Area STP-Urban (206)

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. 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.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015 or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

Urbanized Area STP-Urban (206)

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

Urbanized Area STP-Urban (206)

20. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following **2013-2018** Urbanized Area STP-Urban project funding conditions:
 - a. **ID 6999-18-01: Design** is funded 100% by the municipality. This phase includes Plan Development, Management Consultant Review, and State Review.
 - b. **ID 6999-18-71: Construction:**
 - i. Costs for the reconstruction project include the following major work items; minimal grading, new pavement, curb and gutter, sidewalk, railroad improvements and standard lighting, and all other items necessary to complete the project are funded with **55.9%** federal funding, when the municipality agrees to provide the remaining **44.1%**. This portion of the project is subject to the cumulative project federal cap, (see sub-item c).
 - ii. Non-participating costs for construction are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded **55.9%** with federal funding and **44.1%** by the Municipality. This portion of the project is subject to the cumulative project federal funding cap, (see sub-item c).
 - c. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$636,002**. This federal funding cap applies to all federally funded project phases.

[End of Document]

Jcb

| AGENDA ITEM |
|---|
| Discussion and possible action on the First Revision to the State-Municipal Agreement for South 1 st Avenue from Thomas Street to Stewart Avenue |
| BACKGROUND |
| <p>South 1st Avenue from Thomas Street to Stewart Avenue was proposed to be reconstructed by the DOT in 2018. A State/Municipal Agreement was approved by Council in July 2014. The total cost of the project is estimated at \$1,458,000. According to the original agreement, the City was responsible for 100% of the design costs, 50% of the construction costs, 50% of State review costs, and 100% of non-participating construction (such as sewer and water) costs. The total estimated cost to the City was \$797,000. Additional funds were recently approved by the Wausau MPO TAC Committee for construction costs and State review. The City will still be responsible for 100% of the design costs and non-participating construction costs. The estimated total cost to the City under this revised agreement is \$719,002. Additionally, this revised agreement changes reconstruction to 2019.</p> |
| FISCAL IMPACT |
| <p>According to the revised agreement, the City’s estimated cost is \$719,002, which is \$77,998 less than the original agreement.</p> |
| STAFF RECOMMENDATION |
| <p>Staff recommends approval of the revised agreement.</p> |
| <p>Staff contact: Allen Wesolowski 715-261-6762</p> |

Urbanized Area STP-Urban (206)



1st Revision
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT

This agreement supersedes the agreement signed by the Municipality on 7/10/2014 and signed by WisDOT on 7/14/2014.

Program Name: STP-Urban

Population Group: 50,000-200,000
Sub-program #: 206

Revised Date: **March 7, 2016**

Date: **May 14, 2014**

I.D.: **6999-18-03 Design, 6999-18-73 Constr.**

Road Name: **South 1st Ave**

Limits: **City of Wausau, South 1st Ave**
Thomas Street to Stewart Ave

County: **Marathon**

Roadway Length: **0.8 mile**

Functional Classification: **Principal Arterial**

Project Sponsor: **City of Wausau**

Urbanized Area: **Wausau MPO**

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request:

This project on South 1st Avenue between Thomas Street to Stewart Avenue is functionally classified as an Urban Principal Arterial and carries 4300 vehicles per day with a posted speed of 25 MPH. This major north south corridor is located near downtown Wausau and is part of the local truck route system that serves the nearby manufacturing businesses. The existing 2- lane urban section has a concrete pavement width of 24 feet with 6 foot shoulders. The pavement is in extremely poor condition and is cracked and failing and sinking toward the Wisconsin River and is regularly repaired by the city. This roadway is a proposed local bicycle route. Some of the lateral storm sewer lines and trunk lines need to be replaced. There are 2 at grade crossings on the project, with the one at Stewart Ave having safety issues, as noted by the city.

Proposed Improvement - Nature of work:

A reconstruction type project is proposed for this segment of South 1st Ave. The proposed major work for the urban cross-section roadway project will include the following; minimal grading, new pavement, curb and gutter, storm sewer lines, sidewalk, railroad improvements and standard lighting. Bicycle and Pedestrians accommodations will be determined through the design. Additional right of way needs will be by temporary interests.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **The extent of the scope of work for non-participating items has yet to be identified by the sponsor.**

Urbanized Area STP-Urban (206)

The Municipality agrees to the following **2013-2018** Urbanized Area STP-Urban project funding conditions:

Project construction costs are funded with **55.9%** for all federally-funded project phases when the municipality agrees to provide the remaining **44.1%** and all funds in excess of the **\$738,998** Federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. **The design is 100% locally funded.** Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2019**. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015 or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

| PHASE | SUMMARY OF COSTS | | | | |
|-------------------------------------|--------------------|------------------|------------|------------------|-------------|
| | Total Est. Cost | Federal Funds | % | Municipal Funds | % |
| ID 6999-18-03 | | | | | |
| Design | | | | | |
| State Review | \$36,000 | \$0 | 0% | \$36,000 | 100% |
| Subtotal | \$36,000 | \$0 | | \$36,000 | |
| ID 6999-18-73 | | | | | |
| Participating Construction | \$1,190,990 | \$665,763 | 55.9% * | \$525,227 | 44.1% + BAL |
| Non-Participating Construction | \$100,000 | | 0% | \$100,000 | 100% |
| State Review | \$131,010 | \$73,235 | 55.9% * | \$57,775 | 44.1% + BAL |
| Subtotal | \$1,422,000 | \$738,998 | | \$683,002 | |
| Total Est. Cost Distribution | \$1,458,000 | \$738,998 | N/A | \$719,002 | N/A |

*The percentage of project costs covered by federal funding at approval, **55.9%**, is based on TIP Committee Action. Due to the federal funding cap, which is **\$738,998** for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

Name: (print)

Title:

Date:

Signature:

Signed for and in behalf of the **State:** (please sign in blue ink)

Name: **Brian Gaber**

Title: **WisDOT North Central Region Planning Chief**

Date:

Signature:

GENERAL TERMS AND CONDITIONS:

N:\spo\planning\Transportation_Programming\Project_Agreements_SIGNED \Marathon

Urbanized Area STP-Urban (206)

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved **2013-2018** Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.

Urbanized Area STP-Urban (206)

- g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Management Consultant and State Review Services. (For the construction phase only.)
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the **2013-2018** Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Preliminary Engineering and design
 - j. Management Consultant and State Review Services. (For the design phase only.)
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

Urbanized Area STP-Urban (206)

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. 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.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015 or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

Urbanized Area STP-Urban (206)

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

Urbanized Area STP-Urban (206)

20. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following **2013-2018** Urbanized Area STP-Urban project funding conditions:
 - a. **ID 6999-18-03: Design** is funded 100% by the municipality. This phase includes Plan Development, Management Consultant Review, and State Review.
 - b. **ID 6999-18-73: Construction:**
 - i. Costs for the reconstruction project include the following major work items; minimal grading, new pavement, curb and gutter, sidewalk, railroad improvements and standard lighting, and all other items necessary to complete the project are funded with **55.9%** federal funding, when the municipality agrees to provide the remaining **44.1%**. This portion of the project is subject to the cumulative project federal cap (see sub-item c).
 - ii. Non-participating costs for construction are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded **55.9%** with federal funding and **44.1%** by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).
 - c. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$738,998**. This federal funding cap applies to all federally funded project phases.

[End of Document]

Jcb

| AGENDA ITEM |
|---|
| Discussion and possible action on designating downtown parking spot(s) as taxi only for early morning hours on weekends |
| BACKGROUND |
| Elizabeth Field, Executive Director-Wausau River District, has suggested marking one or possibly two stalls on the 300 block of Jefferson Street as 'taxi parking'. The 'taxi parking' would be limited to Friday and Saturday nights from 10:00 pm. to 2:00 am. The idea would be to have a central spot for taxi drivers to wait for patrons. A map is attached for the area. |
| FISCAL IMPACT |
| Fabrication and installation of the signs would be approximately \$100. |
| STAFF RECOMMENDATION |
| Staff Recommends giving consideration to the idea based upon Elizabeth Field's comments. |
| Staff contact: Allen Wesolowski 715-261-6762 |

Lori Wunsch

From: Eric Lindman
Sent: Monday, March 28, 2016 8:51 AM
To: Lori Wunsch
Subject: FW: Taxi parking behind 400 Block, Do Not Enter sign at Jefferson and 3rd St.

Lori,

Because P&T and CISM are now merged these items will also be on CISM agenda.

Discussion & possible action designating parking spot(s) as taxi only for early morning hours on weekend.

From: Sherry Abitz
Sent: Thursday, March 24, 2016 3:47 PM
To: Elizabeth Field
Cc: Eric Lindman
Subject: Re: Taxi parking behind 400 Block, Do Not Enter sign at Jefferson and 3rd St.

Liz. There is. Transition going other PT and Cism. We will not be having my nor meetings but will go through Cism now. Ben Will forward info now to Cism. I will forward your into them

Sherry

From: Elizabeth Field <elizabeth@wausauriverdistrict.org>
Sent: Thursday, March 24, 2016 9:40:31 AM
To: Sherry Abitz
Subject: Re: Taxi parking behind 400 Block, Do Not Enter sign at Jefferson and 3rd St.

Hi, Sherry,

Have you heard anything back on the possibility of a taxi only spot for a couple hours (approximately 11pm or 12am to 2:30am) on Friday and Saturday nights? If it's possible I'd like to get this figured out by this summer so we can promote it soon.

For reference, Wilmington, NC installed taxi-only-after-midnight spots and saw a decrease in tickets and no interference with regular customer parking. Articles on the success are linked below:
<http://portcitydaily.com/2012/11/12/city-adding-more-late-night-taxi-parking/>
<http://www.wect.com/story/20080280/more-taxi-only-after-midnight-spots-to-be-installed>
<http://portcitydaily.com/2013/10/09/reserved-taxi-spots-are-working-city-says/>

Also please let me know if you would like any other information on this.

Thanks, and hope you're staying warm!
Liz

On Fri, Feb 19, 2016 at 12:19 PM, Sherry Abitz <Sherry.Abitz@co.marathon.wi.us> wrote:

Liz, I forwarded to Allen, Ben, and Tara to review. We will keep you in the loop because I'm sure there will

be questions

Sherry L. Abitz
City of Wausau Alderperson
Marathon County Board
1201 S 7th Avenue
Wausau WI 54401
[715-843-0990](tel:715-843-0990)
sherry.abitz@co.marathon.wi.us

From: Elizabeth Field [elizabeth@wausauriverdistrict.org]
Sent: Friday, February 19, 2016 9:42 AM
To: Sherry Abitz
Subject: Taxi parking behind 400 Block, Do Not Enter sign at Jefferson and 3rd St.

Hi, Sherry,

I spoke with a frequent downtown patron earlier this week who had what I think is a great suggestion for making going out downtown easier. He suggested blocking a parking space behind the stage on the 400 Block (an easy-to-describe meeting place and central location to many of the bars) from 9 or 10pm to 2am on Friday and Saturday nights to allow a parking/waiting space for cabs. He would work with bar owners to help arrange a rotation of the three cab companies in town occupying the spot to allow for people to come and go with greater convenience.

I see this idea having many benefits:

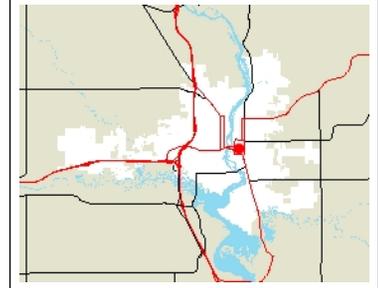
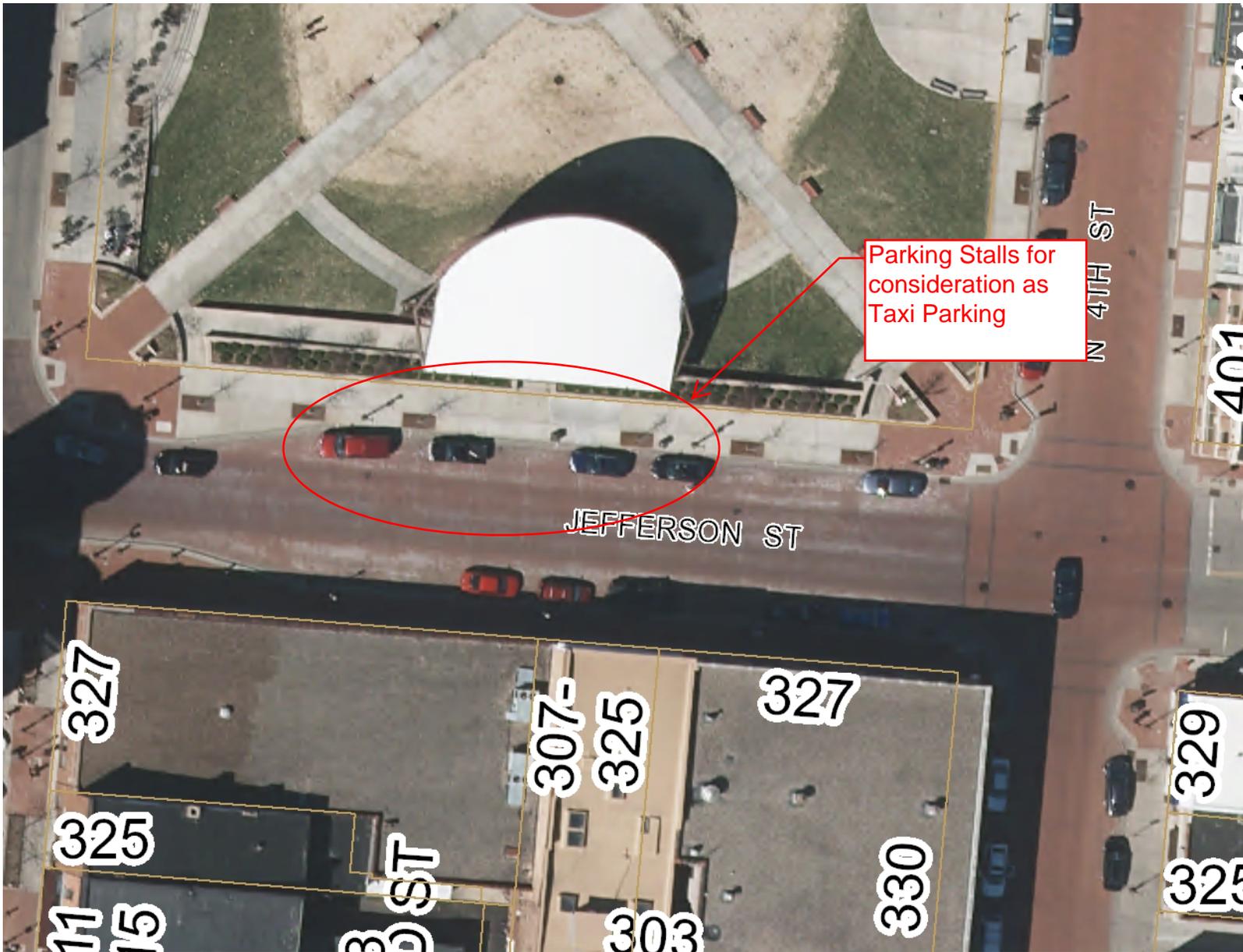
- 1) Street spaces are not used as frequently during those hours, as people who plan to stay out often park in ramps or cab downtown to avoid driving. It would only impacting one spot for 4-5 hours 2 days a week.
- 2) It makes downtown Wausau a more accessible place to go out. This gentleman I spoke with says he often has to wait an hour for a cab, so eliminating or limiting the wait would be an incentive for people to come out and not endanger others by driving due to inconvenience.
- 3) In theory this added convenience also helps cut down on drunk driving.

Would it be possible to bring up this idea as a pilot program?

Also, I noticed that the Do Not Enter sign on Jefferson and 3rd Street has not been taken down yet. Do you know when that might happen, or who I can contact about that?

Thank you,
Liz

--
Elizabeth Field
Executive Director
Wausau River District, Inc.



Legend

- Parcels
- Section Lines/Numbers
- Railroad
- Bridge
- Overpass
- Divided Highway
- Stream - River
- Pond - Lake
- Wausau Wetland
- Swamp

Map Created: 4/8/2016

0.00 0 0.00 Miles



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

User_Defined_Lambert_Conformal_Conic

Notes

Agenda Item No.

5

STAFF REPORT TO CISM COMMITTEE - April 14, 2016

AGENDA ITEM

Update on Phase I of the Thomas Street Project

BACKGROUND

The City began working on the property acquisition process and is proposing to have all properties acquired in 2016 for 2017 construction.

FISCAL IMPACT

Cost of property acquisitions and relocation costs. Property acquisitions will depend on appraised values and relocation expenses will be determined individually as properties are acquired.

STAFF UPDATE

Staff has begun bringing appraisals to the Finance Committee for offer approval. Once offers are accepted by owner they will be approved by City Council.

Staff contact: Eric Lindman 715-261-6745

City of Wausau



1 inch = 100 feet

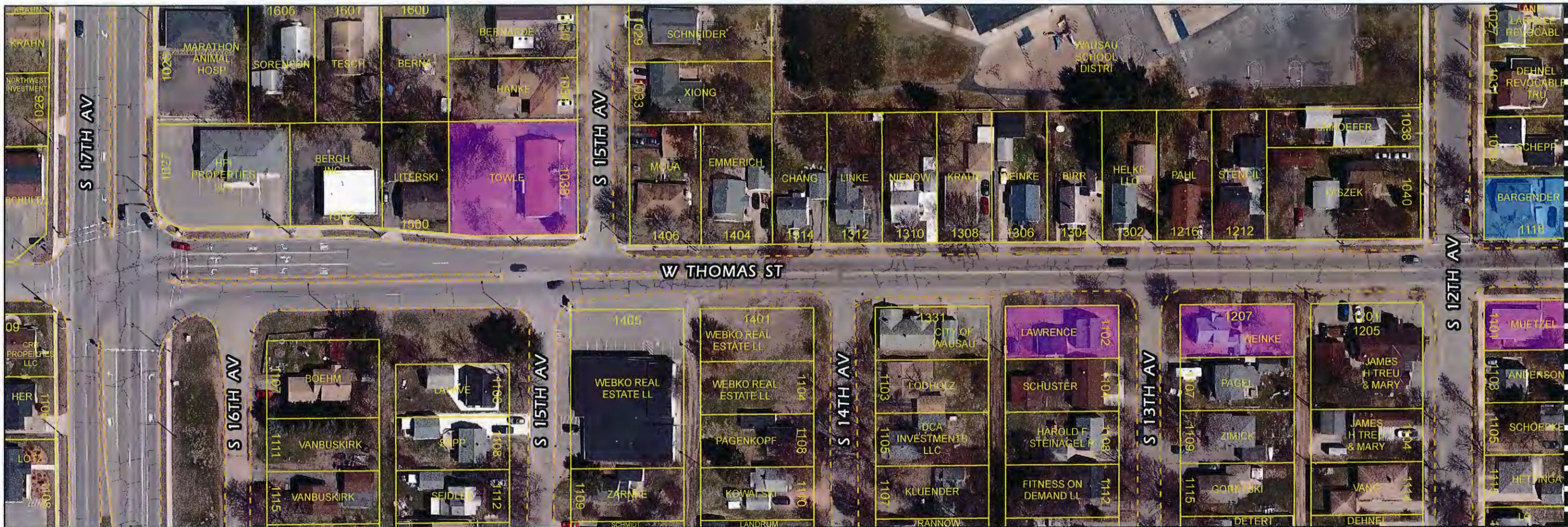
- Commercial relocation for roadway
- Consider purchase for future development
- Residential relocation for roadway
- Parcel (LRS View)

- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
 4. AERIAL IMAGERY WAS COLLECTED ON SUNDAY, MAY 4, 2014 WITH 2 INCH SPATIAL RESOLUTION.

Date: 04/01/2016



Page 1 of 2



City of Wausau



1 inch = 100 feet

Commercial relocation for roadway

Consider purchase for future development

Residential relocation for roadway

Road (Paved)

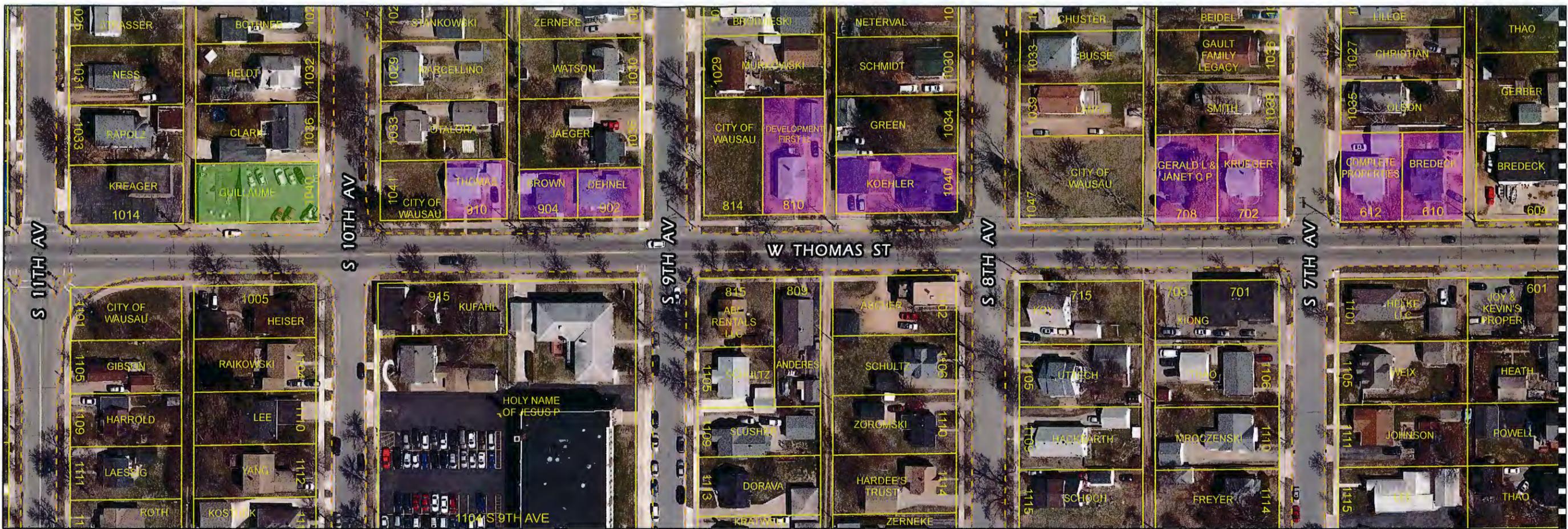
Parcel (LRS View)

- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
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Date: 04/01/2016



Page 2 of 2



AGENDA ITEM

Update on alternative energy sources and City priorities for energy efficiency

BACKGROUND

At the March CISM meeting staff was directed to move forward and look at alternative power generation to determine if this was to be a cost benefit for the City. Currently we have requested hourly usage information from WPS which will be provided to the City in April. The Electrical Department has reached out to Northwind who will be looking at this information to determine what options should be considered. Once the option of power generation is determined, a capital cost will need to be determined as well as any potential payback time frame.

We will also consider alternative energy sources on future structures during any planning and design phases.

Currently the City has prioritized its capital funds to reduce energy consumption. This has been highly effective at reducing our energy bills and we have also been receiving Focus on Energy rebates for LED retrofitting. Focus on Energy and the PSCW have both emphasized the best use of funds currently and shortest payback have been to use reduce energy usage. The City has been retrofitting City street lights, parking ramp lights, etc. with LED.

FISCAL IMPACT

Staff time to gather information and meetings with solar energy expert and WPS.

STAFF RECOMMENDATION

Staff will continue to collect information and bring results back to the committee for updates.

Staff contact: Eric Lindman 715-261-6745