

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



## OFFICIAL NOTICE AND AGENDA

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

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

Meeting of the:

**CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE OF THE CITY OF WAUSAU**

Date/Time:

**Thursday, April 12, 2018 at 5:30 p.m.**

Location:

**City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS**

Members:

Gary Gisselman (C), Sherry Abitz, Karen Kellbach, Becky McElhaney, Lisa Rasmussen

### AGENDA ITEMS FOR CONSIDERATION

1. Public Comment for matters not appearing on the agenda. (Comments relating to an agenda item will be allowed when the specific item is considered.)
  2. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
    - A. Approval of minutes of the March 8, 2018 meeting.
    - B. Action on Stormwater Maintenance Agreement for Aspirus Wausau Hospital at 333 Pine Ridge Boulevard.
  3. Discussion and possible action on the third revision to the State/Municipal Agreement for Townline Road from Grand Avenue to Easthill Drive.
  4. Discussion and possible action on the third revision to the State/Municipal Agreement for South 1st Avenue from Thomas Street to Stewart Avenue.
  5. Discussion and possible action authorizing the sale of 25' of 305 South 20th Street.
  6. Discussion and possible action on amending the Townline Road Transportation Project Plat.
  7. Discussion and possible action to amend Municipal Ordinance 10.20.080(a) - No Parking Areas Designated.
  8. Discussion and possible action on the installation of stop signs on Bopf Street at 8th Avenue. (Tabled from the March 8, 2018 meeting.)
  9. Future Agenda Items.
- Adjournment

GARY GISSELMAN - Committee Chair

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 04/05/18 @ 2:00 p.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the Engineering Department at 407 Grant Street, Wausau, WI 54403 or (715) 261-6740.

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

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### ADDENDUM

#### AGENDA ITEMS FOR CONSIDERATION

10. Discussion and possible action on a petition to the Office of the Commissioner of Railroads to widen and improve the Thomas Street railroad crossing.

Adjournment

GARY GISSELMAN - Committee Chair

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 04/11/18 @ 11:00 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Date of Meeting: March 8, 2018, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Kellbach, Rasmussen, Abitz (McElhaney was excused.)

Also Present: Mayor Mielke, Lindman, Wesolowski, Sean Gehin, Buckner, Lenz, Sippel, Joe Gehin

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairman Gisselman called the meeting to order.

### **Public Comment for matters not appearing on the agenda**

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No one came forward to offer public comment.

### **CONSENT AGENDA**

**A. Approve minutes of the February 8, 2018 meeting**

**B. Action on Stormwater Maintenance Agreement for Timberwolf Suites, LLC at 1000 West Campus Drive**

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Rasmussen moved to approve the consent agenda items. Kellbach seconded and the motion carried unanimously 4-0.

### **Discussion and possible action on the installation of stop signs on Bopf Street at 8<sup>th</sup> Avenue**

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This item was taken out of agenda order.

Wesolowski explained temporary stop signs were put up during the Thomas Street Reconstruction Project for traffic to stop on Bopf Street at 8<sup>th</sup> Avenue. Permanent stop signs are located on 8<sup>th</sup> Avenue at Bopf. The temporary stop signs should have been taken down after the construction was completed. The Engineering Department was unaware they were still up and then a request was received to make the 4-way stop permanent. It was decided to leave the signs up until after this item is considered by committee. Staff recommends leaving the stop signs on 8<sup>th</sup> Avenue and not installing them permanently on Bopf Street. 8<sup>th</sup> Avenue is the minor street with less traffic, which is typically where stop signs are placed. There are no visual obstructions and no report of accident history.

Rasmussen indicated there has been an ongoing speed issue on Bopf Street even prior to the construction on Thomas Street. From experience in her district, installing a stop sign does not control speed but enforcement does. A stop sign was installed at the corner of 1<sup>st</sup> Avenue and Bos Creek, which has been a travel nightmare and has not cured the speed. The speeders just moved over one block. Even though the four-way stop during construction seemed to have calmed the traffic, she questioned if there has been any targeted enforcement in the area. The problem is speed and does not have to do with visibility or accident history. She questioned if there was any other measure that could be taken other than a four-way stop. Buckner is not aware of any targeted enforcement of this area after the construction period. He does not have any current data but a speed counter could be placed, the area could be highlighted for additional enforcement, and a report could be brought back to the committee.

Sid Elford lives at the corner of 3<sup>rd</sup> and Bopf, at 302 Bopf Street. Since the stop signs have been on Bopf Street, he has noticed that the traffic from Kolbe and Kolbe has been able to move a lot smoother. He has personally seen several accidents at the corner while living in the neighborhood for over 45 years. They were not always tow away and may not have been reported. He has seen several major accidents at the corner of 3<sup>rd</sup> Avenue and Bopf Street. Typically enforcement does not take place in the area. He has asked for enforcement but it does not seem to happen. The biggest excuse he gets is there are other things to worry about. There are a lot of people in

the City who have complaints about traffic and speeding. It is too bad that there are all these rules and regulations and nothing is done about it.

Abitz stated there was a petition signed by over 36 people who would like the four-way stop to remain. At least one and a half pages are signed by people who live in the area, people that drive to Treu's, and those who visit people in the area. Because of the stop signs, individuals in the area feel it is safer for their kids because the traffic is not speeding. In the summer time drag races take place from 11<sup>th</sup> Avenue to 3<sup>rd</sup> Avenue. There have been three accidents on her corner at 7<sup>th</sup> and Bopf where vehicles were speeding and hit her tree. Individuals who attend Holy Name feel it is safer to cross the street because of the four-way stop. She has spoken with Kolbe and Kolbe and the four-way stop has controlled some of the flow of traffic. She would like to see the four-way stop remain as it has made a major difference in the neighborhood with pedestrians, bicyclists, and making the people who live in the area feel safer. She highly recommends making this intersection a four-way stop because of safety and the security the neighborhood feels.

Elford said a radar was placed for a few days and he spoke off the record to the officer about speeding. When there is not an officer there the traffic goes fast. He realizes enforcement cannot be done on every corner but it has to be targeted a little. The stop signs have smoothed out the traffic flow on 8<sup>th</sup> Avenue and although it is not a ligament reason for a stop sign, it does slow down the traffic. Taking consideration of the safety factor and the feeling of the neighborhood, he feels the stop signs should be recommended.

Gehin asked if the amount of traffic on 8<sup>th</sup> Avenue was equal to the amount on Bopf Street. Elford replied on an overall day no but during specific periods it is busier. There are several hundred people exiting Kolbe at three different times. Gehin said the MUTCD, which is followed for traffic control devices, warrants against adding stop signs where it is not warranted. If intersecting roads do not have an equal volume of traffic, over time people start to ignore stop signs and roll through. This leads to another safety issue and is why staff is not in favor of adding stop signs on Bopf. Elford said that problem is really a lack of enforcement. Gehin said the problem is another safety issue is created. People get accustomed to not slowing down on Bopf Street because they never see a car on 8<sup>th</sup> Avenue.

Abitz said Kolbe and Kolbe used to use 9<sup>th</sup> Avenue or other streets but now uses 8<sup>th</sup> Avenue because of the four-way stop. People who use Bopf are now very familiar with the four-way stop. More people are using 8<sup>th</sup> Avenue because of the four-way stop and better traffic flow. Elford clarified that Kolbe trucks are not using 8<sup>th</sup> Avenue but there other company trucks are. If it is felt that stop signs cause accidents by people rolling through, Elford said barely 50% of the people that come to the intersection of Bopf and 3<sup>rd</sup> Avenue stop. There have been a lot of collisions there and this is a T intersection. This would promote a better flow of traffic and peace of the neighborhood. The stop signs have been up for several months as an "experiment" and it has worked well.

The first thing Rasmussen asked for when the duties of the Parking and Traffic Committee were combined was for decisions that could be made administratively using MUTCD guidelines would be made outside the committee. When a decision is made by committee to install a stop sign, yield sign, etc., it becomes a political motivation. Now we are about to make a political decision on a stop sign. We have nonconforming stop signs in other locations in town where they were installed against recommendation and have not necessarily solved a problem. The one at 1<sup>st</sup> Avenue and Bos Creek did not solve the problem and everyone who does not like it runs it or slides through. One was installed at 12<sup>th</sup> and Callon because three houses wanted it but it does not solve anything. She has two opinions about this. If there had never been a stop sign there before and the situation arose to place a stop sign solely for the purpose to try to reduce speed, she would vote no. However, when the temporary stop sign was placed for the detour of Thomas Street, she feels a clinical trial was created. Now people in the area have adjusted their travel patterns, have operated for six months with a four-way stop, and all believe it works. It is a lot easier to never put something in then to give it and take it back. Now we are trying to take back something everyone loves. If a vote happens tonight, she would be inclined to support it even though it is against standard. When there are defined standards for how to make the decision, she would like the decision made at staff level not committee level. It creates way too much political activity in a realm that should be governed by engineering standards. We need to utilize the guidelines to the extent we can. But once we put the stop sign in,

she feels a precedent was created. There was no way to get around it during construction but now it is there and now they are used to it.

Abitz said it has made a difference in how the neighborhood reacts to the corner and the flow of traffic. She feels the stop signs should be kept and added it is very rare when one individual goes through the stop sign.

Joe Gehin, Aldermanic District 9, recommends delaying action to let staff go out and observe what is going on. At that point in time an informed decision can be made. Sean Gehin stated traffic counters could be placed on 8<sup>th</sup> Avenue and on Bopf Street to see the traffic volumes. Rasmussen said traffic calming is always a concern. In a straight line, the longer the distance is between stop signs at a consistent speed the faster people will go. She gave Lake View Drive as an example. Once people get to the airport and are heading to Northcentral Health Care, there is a straight shot. The District 1 Alderman will never stop getting speed complaints on Lake View. District 6 gets them on Woodland Ridge and Golf Club. It may be only at peak times, but for the people that live there it is very upsetting because they see it never gets better. With targeted enforcement, when the police are there, they slow down. As soon as the police leave they are right back at it again. It cannot be staffed 24-7. She feels data is needed as to what is happening there because her assumption was there has always been a speed problem on Bopf. She thought it was because people were avoiding Thomas Street based upon its condition. Once Thomas Street was done, Rasmussen thought the brunt of the traffic would move back to the new Thomas Street and Bopf would become less of an event with people changing their habits back to where they had been years prior when Thomas Street was in good repair.

Abitz said this is not the first time she has brought this forward as it was at Parking and Traffic two to three times and there have been discussions at neighborhood meetings. We know the stop sign is working as there is no speeding taking place and the flow of traffic is good. She does not want to delay action for more data. 36 people from the immediate area have signed a petition. Rasmussen asked how long it would take to get traffic counts. Gehin explained the Engineering Department has two counters that operate on cables. The Police Department has one that can be mounted. Obtaining the data does not take long. If the Engineering Department devices are used, we would have to wait until the possibility of snow has passed. The Police Department counter could be used. The counter would be left out for one week on Bopf Street and one week on 8<sup>th</sup> Avenue. Rasmussen said this would provide decent information for a fact based decision. She would like counts done and considered in April with the temporary stop signs left in place in the meantime.

Rasmussen moved to table this item to the April CISM meeting and direct staff to use the device available from the Police Department for traffic counts on both streets. Seconded by Kellbach.

Elford said it has been studied for years and it could be studied to death. He does not want this to go on like Thomas Street did.

There being a motion and a second, motion to table this item to the April CISM meeting and direct staff to use the device available from the Police Department for traffic counts on both streets carried 3-1 with Abitz the descending vote.

**Public Hearing: Discussion and possible action to discontinue and vacate Becher Drive from Bugbee Avenue north to the City limits**

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Gisselman opened the public hearing. No one came forward to offer comments and the public hearing was closed.

Abitz questioned what came from Lindman's conversations with individuals before the meeting began. Lindman replied the individuals questioned if the parcels would be rezoned and if there was a planned development. He told them he is not aware of a development and this process would vacate the right-of-way making the area one solid parcel.

Rasmussen received concerns about what the parcel would become and if there was a big plan that would be invasive to the neighborhood. The residents will watch if the parcel is acquired and if a subsequent request for rezoning comes forward.

Rasmussen moved to approve discontinuing and vacating Becher Drive from Bugbee Avenue north to the City limits. Abitz seconded and the motion carried unanimously 4-0.

**Public Hearing: Discussion and possible action to discontinue and vacate McCarthy Boulevard from Bugbee Avenue north to the City limits**

Gisselman opened the public hearing. No one came forward to offer comments and the public hearing was closed.

Abitz moved to approve discontinuing and vacating McCarthy Boulevard from Bugbee Avenue north to the City limits. Rasmussen seconded and the motion carried unanimously 4-0.

**Public Hearing: Discussion and possible action to discontinue and vacate Schofield Avenue between Becher Drive and Tierney Road**

Gisselman opened the public hearing. No one came forward to offer comments and the public hearing was closed.

Kellbach moved to approve discontinuing and vacating Schofield Avenue between Becher Drive and Tierney Road. Rasmussen seconded and the motion carried unanimously 4-0.

**Public Hearing: Discussion and possible action to discontinue and vacate the alley bounded by Becher Drive, McCarthy Boulevard and Bugbee Avenue north to the City limits**

Gisselman opened the public hearing. No one came forward to offer comments and the public hearing was closed.

Rasmussen moved to approve discontinuing and vacating the alley bounded by Becher Drive, McCarthy Boulevard and Bugbee Avenue north to the City limits. Abitz seconded and the motion carried unanimously 4-0.

**Public Hearing: Discussion and possible action to discontinue and vacate the alley bounded by McCarthy Boulevard, Tierney Road and Bugbee Avenue north to the City limits**

Gisselman opened the public hearing. No one came forward to offer comments and the public hearing was closed.

Kellbach moved to approve discontinuing and vacating they alley bounded by McCarthy Boulevard, Tierney Road and Bugbee Avenue north to the City limits. Rasmussen seconded and the motion carried unanimously 4-0.

**2018 Alley Paving Project: Discuss public hearing results and make recommendation**

Wesolowski stated a public hearing was held by the Board of Public Works. Opposition was not received; just questions on how the cost was divided. Staff recommends moving forward.

Rasmussen moved to approve the 2018 Alley Paving Project. Seconded by Kellbach.

According to Abitz there are a couple of people who have stated the alley has potholes and they are looking forward to paving. Elford was in an alley with the same situation and the alley was paved. She is sure once the alley is paved individuals will be happy.

There being a motion and a second, motion to approve the 2018 Alley Paving Project carried unanimously 4-0.

### **Discussion and possible action on removing State Access Control – Business Hwy 51 north of Randolph Street**

Wesolowski explained an agreement was signed with the DOT earlier where the City agreed to take access control, which basically means approving driveways along the stretch from just north of Randolph Street to just north of the NTC intersection at County Highway U. This is mainly housekeeping as it was agreed to earlier.

Rasmussen moved to approve the removal of State Access Control on Business Hwy 51 north of Randolph Street. Seconded by Kellbach.

Abitz questioned if any driveways would have to be moved. Wesolowski replied no and the City will have control over future driveways.

There being a motion and a second, motion to approve the removal of State Access Control on Business Hwy 51 north of Randolph Street carried unanimously 4-0.

### **Discussion and possible action on Townline Road Railroad Access Control**

Gehin stated 60% design plans for Townline Road were completed before the holidays. Staff has been working with the DOT, Cedar Corp. and the DOT Regional Railroad Coordinator on improvements at Townline Road and the railroad crossings. A number of improvements will be made; the realignment of Curling Way, the roadway will be narrowed to prohibit parking near the tracks, and signals and gates at the east crossing will be updated. The Regional Railroad Coordinator had evaluated the crossings and noted that the driveway between the tracks serving the Secor property is not safe due to the location. Two options were given; close the driveway or it is likely that the OCR would order a gate and signal at the driveway to prohibit a car pulling out and getting stuck in between the two tracks. By ordinance, the City can close a driveway if it is felt that it is unsafe. In this situation it is not a safe location for a driveway. Kraft is using the property as a parking lot and leases property from Secor Inc. However, due to the location of the parking lot and what Secor owns (a narrow pie shape), a lot of Kraft employees are parking on the railroad right-of-way, which is a safety issue. Kraft does not have an agreement with the railroad. CN has reached out to Kraft to inform them they need a temporary lease to park there while they look for a different location for their employees to park. Staff recommends closing the driveway. Rasmussen is glad to hear Kraft recognizes that the current practice is not safe. They can find other arrangements for their employees which will eliminate the need for the City to spend \$100,000 on a mandate to basically solve a private sector business's parking overflow issues.

Rasmussen moved to adhere to the staff recommendation and close the driveway. Seconded by Abitz.

Abitz is on the Marathon County Board for the railroad and has spoken with CN. They are constantly discussing rail safety related to those walking on the railway, parking near the railway and crossing the railway. She is glad to see a positive movement on trying to control any safety issues that take place in this area. She questioned if the empty area that will be created with the realignment of Curling Way could possibly become a parking area for Kraft. This is on the south side and employees could get to Kraft without having to cross Townline Road.

Glen Witter, 800 Imm Street, is the President of Security Realty and the real estate agent that sold the property to his client at Secor, who is an Arizona unable to attend and had emailed the City indicating he would like Witter to attend. Witter thanked the City for destroying valued private property by helping Secor's tenants find other places to park. He understands that with Curling Way there will be new parking available for Kraft that the City will help create. They view this as a taking and if the City would like to take the property they better get out the checkbook. The property has been there for a long time. He does not know how a car could get trapped between the two railroad tracks; there will not be a train on both tracks at the same time. They would not be against a gate but do not want to pay for it. He believes a driveway apron was put in a couple of years ago and an assessment made against the property for the apron that the City now wants to close. He does not know why there was not a

public hearing. He feels this is trampling on private rights. The City thinks it is okay to do this because the owner has access from Single Avenue. To force the owner to go all the way around the block would force him to lose his tenant and the income from the property. Witter was told to say if the City wants to take it, go ahead but get out the checkbook because there will be a lawsuit.

Rasmussen said there is no offer to cost share on the cost of the signal. If the City would be mandated to put in signals to serve a private sector property at a cost of \$100,000; \$25,000 is one penny on the mill rate to every single taxpayer in the City. If mandated to put in a \$100,000 worth of signals, that essentially tasks every single taxpayer with a four cent mill rate increase to serve that triangle. Kraft as a user of this property has also identified that there are safer options they would like to consider. Witter said everything was going along well until the City decided to do this. He added that we will see how it comes out in court.

Abitz asked if the DOT was involved. Gehin confirmed that this is a project through the DOT and the City has to follow DOT guidelines. The DOT reviews the plans. Staff has been working closely with the DOT on review and they are now starting to look at the specific details of the improvements needed at the railroad. Abitz questioned if there was any other way to the property besides coming in on Single Avenue. Gehin stated no due to railroad lines that abut both sides of the property. The former Regional Railroad Coordinator, who has since retired, observed how the driveway functions and how Kraft uses it. Vehicles were observed going in and out of the driveway. Vehicles can get in and out okay but Kraft is also storing trailers on part of Secor's property and partly on the railroad's property. Trailers cannot make the movement into the existing driveway. They go beyond the approach and use the railroad tracks to turn into the property. The Coordinator sent an email stating it was not a safe situation and closing the driveway should be considered. The new Regional Coordinator has the same opinion.

Abitz asked if the trailers that are stored there would be moved so only access is allowed off of Single. Gehin stated if they continue to park in that area they would have to come in from the north. Abitz asked if staff has talked to Kraft as the other streets are not wide. Gehin's understanding is that the area is for overflow parking of trailers. Primarily trailers are parked off of Northwestern Avenue. Abitz said if there was any other way to access the property if the Townline Road entry is closed. Gehin said they would have to come from the north off of Single. Witter added they would have to use a private driveway. Gehin stated the public right-of-way does extend to the Secor property. Witter stated it is a long way and Kraft will not do that. In effect income from the property would be lost with no way to recover it. Witter indicated there is a sharp corner and this would preclude the owner from selling or developing the property. Gehin pointed out that the property Secor owns is barely wide enough for a driveway and a few cars. The majority of the people parking there are parking on the railroad right-of-way. The railroad has stated they will provide Kraft a temporary lease until they can find a better place to park. Gehin stated this started because we are at a point in the plans where the DOT is doing a more thorough review, including the details of the improvements at the railroad crossings. Witter said it is nice to help the railroad and not the people paying taxes. It is not life or death as far as income but it is income that the City is taking away. He is not adverse to putting up a gate and stopping the traffic. Witter added there are two driveways off of Townline, the one causing the biggest problem is further to the west. Gehin said these are railroad tracks and do not serve as a driveway. Gisselman asked how they are getting in to the property. Gehin explained there is an existing driveway with an apron, which is located between the tracks.

Rasmussen said when a street is rebuilt there is a plan review and when the DOT is involved there is a higher level of plan review. This review resulted in a potential mandate of \$100,000 worth of signals because of a parking arrangement, whether it has been going on for a long time or not. She feels we are looking out for every other taxpayer if we find an alternate way to solve it. Witter feels this is the exact same thought that went on when \$12 million was lost for Thomas Street. Rasmussen replied it was \$2 million and was recovered for the 1<sup>st</sup> Avenue Project. Witter's point is the City cannot trample over a property owner's rights who hasn't had an opportunity for a public hearing, no appraisals, and no discovery of what would be lost. The City will benefit in theory and the railroad will benefit. He feels this is a taking. Lindman indicated this is not a taking. A real estate specialist will be looking at this and will determine if there are damages.

There being a motion and a second, motion to adhere to the staff recommendation and close the driveway carried unanimously 4-0.

**Discussion and possible action on amending the resolution approving the formation of the Bicycle and Pedestrian Advisory Committee to change the membership requirement from seven citizen members to five citizen members**

Sippel explained that for at least two and a half years the Bicycle and Pedestrian Advisory Committee has been operating with five citizen members. The committee wanted to bring the official membership in line with practice.

Abitz moved to approve amending the resolution approving the formation of the Bicycle and Pedestrian Advisory Committee to change the membership requirement from seven citizen members to five citizen members. Kellbach seconded and the motion carried unanimously 4-0.

**Discussion and possible action on supporting the application of the Wausau Bicycle and Pedestrian Advisory Committee to participate in the Wisconsin Active Together program**

Sippel explained that staff submitted an application for the Bicycle and Pedestrian Advisory Committee to participate in the Wisconsin Active Together Program. As part of that application, a letter of support from a decision making body is needed. This is mainly a resource sharing, networking, and recognition program for Wisconsin communities that pursue improvements to make it easier for residents to be active. The Bicycle and Pedestrian Advisory Committee does this and wanted to do this as a way to plan future improvements.

Rasmussen moved to approve supporting the application of the Wausau Bicycle and Pedestrian Advisory Committee to participate in the Wisconsin Active Together program. Kellbach seconded and the motion carried unanimously 4-0.

**Discussion and possible action on approving the TAP applications for two segments of the Business Campus Trail**

Sippel indicated there are two resolutions for two segments of the Business Campus Trail system. This was brought forward a few months ago to get direction for staff to apply for the two DOT TAP grants. One application is for the trail along 72<sup>nd</sup> Avenue from Sunnyvale Park to south of International Drive. The second segment is the east west connector trail between the Innovation Way trail that is being constructed and the end of the 72<sup>nd</sup> Avenue segment. To complete the application, the DOT needs resolutions in support of the 20% commitment in a future budgeting year to construct the trails if the grant is awarded.

Rasmussen moved to approve the TAP applications for two segments of the Business Campus Trail system. Abitz seconded and the motion carried unanimously 4-0.

**Discussion and possible action on approving the TAP application for a Safe Route to School Plan for Wausau School District elementary and middle schools in the City of Wausau**

Sippel said this application was submitted with assistance from Northcentral Wisconsin Regional Planning Commission. An application was submitted to create a Safe Route to School Plan to include eight elementary schools and the two middle schools. Stettin Elementary was not included as there is a separate plan in progress.

Rasmussen moved to approve the TAP application for a Safe Route to School Plan for Wausau School District elementary and middle schools. Seconded by Kellbach.

Rasmussen indicated Safe Routes to Schools is a program we have been trying to work with in at least some fashion for eight years. Occasionally the grant window opens up. When it first started you needed a project that was ready to go. She is glad a plan can be developed to get something in place to promote safe routes.

There being a motion and a second, motion to approve the TAP application for a Safe Route to School Plan for Wausau School District elementary and middle schools carried unanimously 4-0.

#### **Discussion and possible action on the width of the drive approach at 302 South 7<sup>th</sup> Avenue**

Gehin indicated plans are finalized for Callon Street. A driveway was noted that is wider than what is allowed by ordinance. A driveway wider than 44' for an apartment needs Council approval. The existing driveway is 56', which staff is proposing to match.

Rasmussen moved to approve a 56' wide drive approach at 302 South 7<sup>th</sup> Avenue. Seconded by Abitz.

On the picture provided, Abitz noted that a car is parked sideways in front of the garage. She questioned if the garage was useable and if the number of cars parked there is within ordinance. Gehin assumes the garage is functional and used. Rasmussen said if it was to be reconstructed narrower than existing; it would impede the use of the paved parking between the garage and the house. The City encourages rental properties to park off street whenever they can. She believes the driveway access should be facilitated.

There being a motion and a second, motion to approve a 56' wide drive approach at 302 South 7<sup>th</sup> Avenue carried unanimously 4-0.

#### **Discussion and possible action on approving the design of Fulton Street extension and associated streets to serve the Riverlife Project and the dedication of right-of-way associated with the project**

Wesolowski explained this project is being designed by Ayres. This has been through the budgeting process but never formally brought to this committee. This involves two streets; Fulton Street extended with the other street to be brought back for naming. There will be a CSM to dedicate the right-of-way before bringing forward to Council.

Rasmussen asked if these were the internal streets that would serve to help the residents and business owners navigate within the village. Wesolowski confirmed stating one apartment building is currently being constructed. Facilities will be installed and the streets will be built this summer. Abitz questioned medians. Wesolowski stated medians are proposed with lighting and trees.

Rasmussen moved to approve the design of the Fulton Street extension and associated streets to serve the Riverlife Project and the dedication of right-of-way associated with the project. Kellbach seconded and the motion carried unanimously 4-0.

#### **Future agenda items**

The tabled item regarding the installation of stop signs on Bopf Street at 8<sup>th</sup> Avenue will be on the April agenda.

#### **Adjourn**

Rasmussen moved to adjourn the meeting. Kellbach seconded and the motion carried unanimously 4-0. Abitz stated this is her last meeting and it has been a pleasure. Gisselman thanked Abitz for her service. Meeting adjourned at approximately 6:40 p.m.

Agenda Item No.

2B

*STAFF REPORT TO CISM COMMITTEE – April 12, 2018*

**AGENDA ITEM**

Action on Stormwater Maintenance Agreement for Aspirus Wausau Hospital at 333 Pine Ridge Boulevard

**BACKGROUND**

The Aspirus Wausau Hospital has undertaken a number of building expansion and parking lot improvement projects over the past couple of years. The improvements have also included storm sewer and modifications to two existing stormwater ponds serving the west half of the site. The ponds adequately treat and store stormwater runoff from the Aspirus Hospital Building and parking lots. During the review of the project improvement plans, it was discovered that a maintenance agreement did not exist for the ponds.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Aspirus Wausau Hospital, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

**WITNESSETH:**

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

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

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER: Aspirus Wausau Hospital

By: Jacob Kempen  
VP Ancillary + Support

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

CITY OF WAUSAU:

By: \_\_\_\_\_  
Robert B. Mielke, Mayor

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

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

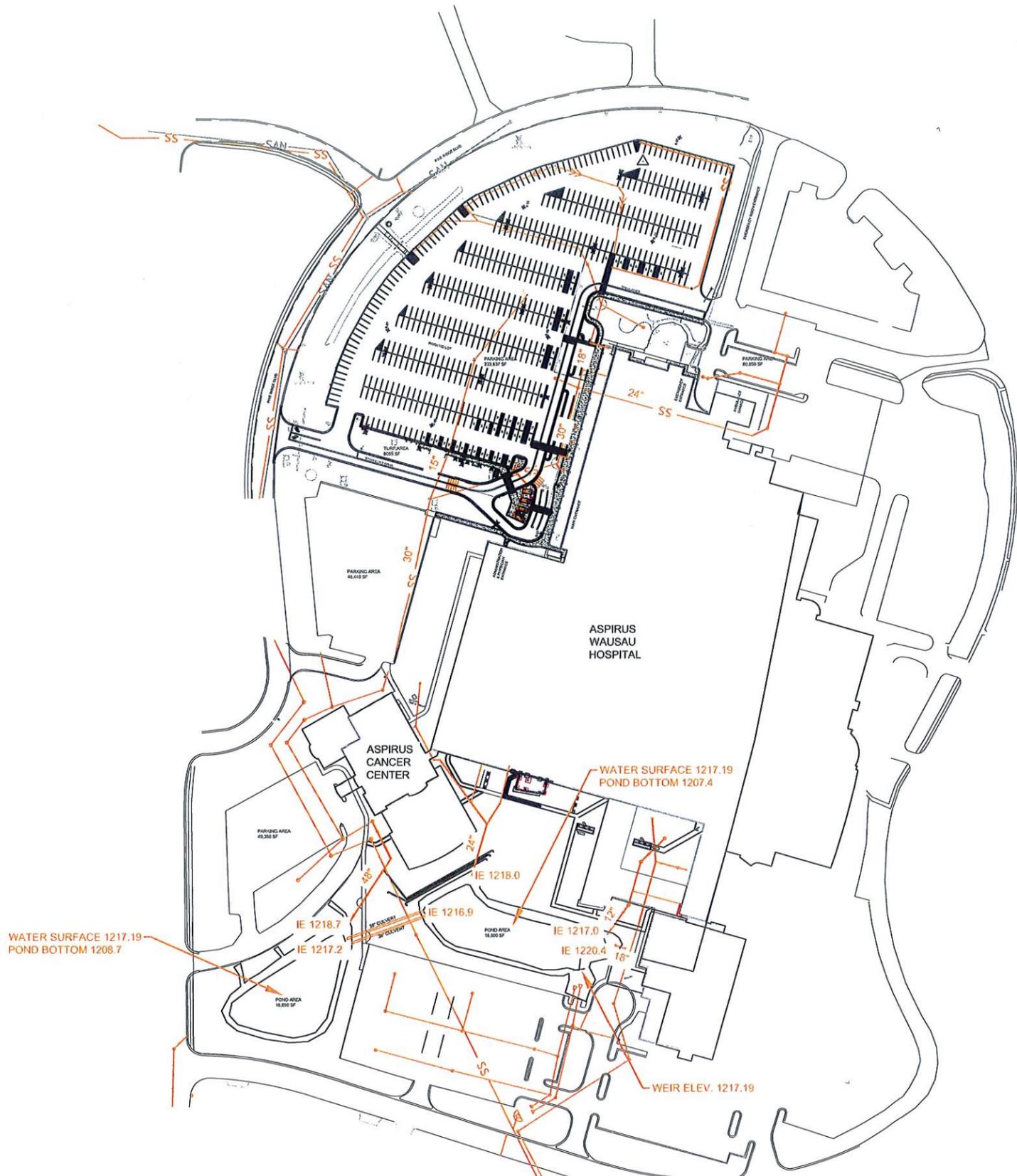
Personally came before me this 9 day of February, 2018, the above-named Jacob Kempen of Wausau Aspirus Hospital, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Clare Boultz  
Notary Public, Wisconsin  
My commission: 1/4/2022

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Robert B. Mielke, 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 B

### STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR ASPIRUS WAUSAU HOSPITAL

The Owner, Aspirus Wausau Hospital, 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. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the drainage swales, culverts, and storm water ponds. Maintenance at these locations shall consist of the following tasks:

(a) Grass lawn

- Mow, remove trash and accumulated sediment.
- Reseed or plant any dead grass or other vegetation as necessary.
- Inspect riprap at the ends of the drainage swales. Replace riprap as necessary to maintain integrity and a clean appearance.

(b) Storm Sewer Pipes

- Remove trash, brush, trees, and accumulated sediment.
- Clear inlet and outlet drainage areas.
- Inspect riprap at inlets and outlets. Replace or re-grade riprap as necessary to maintain integrity and a clean appearance.

(c) Storm Water Ponds

- Remove trash, brush, trees, and other floatable items.
- Inspect concrete weir outlet structure, repair as needed.
- Inspect riprap and clay liner around pond perimeters for settlement, sloughing, holes and presences of burrowing animals. Repair liners to maintain integrity and a clean appearance.
- Determine sediment accumulation levels and remove sediment as needed. A sediment clean out cycle is recommended once the permanent pool depth is less than 5.0 feet in depth, which typically will have to be done every 10 to 20 years depending upon the cleanliness of the upstream water source.

**AGENDA ITEM**

Discussion and possible action on the third revision to the State/Municipal Agreement for Townline Road from Grand Avenue to Easthill Drive

**BACKGROUND**

The WDOT has amended the State Municipal Agreement (SMA) to include:

- The cost to remove and restore the west railroad crossing surface for the installation of public utilities. The estimated cost of \$100,000 to be split between the City and CN Railroad (50/50).
- Federal funding of a portion (50%) of the railroad gates and signal improvements. As result of the driveway closure, the overall cost for the gate and signal improvements are anticipated to be half of what is currently shown on the SMA.

Additional revisions to the SMA are anticipated in the future.

**FISCAL IMPACT**

There was no overall change to the total amount funded by the federal government for the project. Federal funding is capped at \$636,002.

**STAFF RECOMMENDATION**

Staff recommends approval of the revised agreement.

Staff contact: Sean Gehin 715-261-6748

# Urbanized Area STP-Urban (206) Standard SMA



**3rd REVISION**  
**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET URBANIZED  
AREA STP-URBAN PROJECT**

*This agreement supersedes the agreement signed by the Municipality on October 12, 2016 and signed by the State on October 19, 2016.*

**Program Name: STP-Urban**

**Population Group: 50,000-200,000**

**Sub-program #: 206**

Revised Date: **April 4, 2018**

I.D.: **Design – 6999-18-01**

**Railroad Improvements**

**6999-18-51 (signals), 6999-18-52 (surface)**

**Construction – 6999-18-71**

Road Name: **Townline Road**

Limits: **City of Wausau, Townline Road**

**Grand Avenue 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 - 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 25-25 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 concrete pavement is cracked with joint failure. This roadway is a route on the regional bicycle system.**

**Proposed Improvement – 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. Railroad signal work is required at crossing number 392 819J and surface work at crossing number 182 006S. Additional right of way needs will be by temporary interest.**

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: **It has been identified that there is to be non-participating work done for storm sewer.**

## Urbanized Area STP-Urban (206) Standard SMA

The Municipality agrees to the following 2013 – 2018 Urbanized Area STP-Urban project funding conditions:  
**Project construction** costs are funded with **55.9%** federal funding up to a funding limit of **\$524,902**. The Municipality agrees to provide the remaining **44.1%** and all funds in excess of the **\$524,902** federal funding limit.

**Project design** costs are **100% locally funded** including state review costs.

**Project railroad signal improvement** costs will be funded with **50% federal funding** up to a funding limit of **\$111,100**. The Municipality agrees to provide the remaining **50%** and all funds in excess of the **\$111,100** federal funding limit.

**Project railroad crossing improvement** costs will be funded with **50% Wisconsin Central Ltd** funding and **50%** Municipal funding.

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 Surface Transportation Program (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 State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of **\$524,902 for construction costs** and **\$111,100 for railroad improvements** in the Summary of Costs Table, unless such increase is approved in writing by the State through the Change Management Policy prior to the Municipality incurring the increased costs.

PHASE	SUMMARY OF COSTS					
	Total Est. Cost	Federal Funds	Wisconsin Central Ltd	%	Municipal Funds	%
<b>ID 6999-18-01</b>						
Design						
State Review	\$39,482				\$39,482	100%
<b>ID 6999-18-51*</b>						
Railroad Signal Improvements	\$220,000	\$110,000		50% MAX	\$110,000	50% + BAL
State Review	\$2,200	\$1,100		50% MAX	\$1,100	50% + BAL
Subtotal	\$222,200	\$111,100			\$111,100	
<b>ID 6999-18-52</b>						
Railroad Crossing Improvements	\$100,000		\$50,000	50%	\$50,000	50%
State Review	\$1,000		\$500	50%	\$500	50%
Subtotal	\$101,000		\$50,500		\$50,500	
<b>ID 6999-18-71**</b>						
Participating Construction	\$1,025,000	\$461,875		55.9%	\$563,125	44.1%
Non-Participating Construction	\$100,000			0%	\$100,000	100%
State Review	\$112,750	\$63,027		55.9%	\$49,723	44.1%
Subtotal	\$1,237,750	\$524,902			\$712,848	
<b>Total Est. Cost Distribution</b>	<b>\$1,600,432</b>	<b>\$636,002</b>	<b>\$50,500</b>	<b>N/A</b>	<b>\$913,930</b>	<b>N/A</b>

\*Railroad Related Improvements ID# 6999-18-51 federal funding is limited to \$111,100.

\*\*Construction ID# 6999-18-71 federal funding is limited to \$524,902.

# Urbanized Area STP-Urban (206) Standard SMA

This request is subject to the terms and conditions that follow, pages 3 – 8, and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: <b>City of Wausau</b> (please sign in blue ink.)	
Signature _____	Date _____
Name: <b>Robert Mielke</b>	Title: <b>Mayor</b>
Signed for and in behalf of: <b>State of Wisconsin</b>	
Signature _____	Date _____
Name: <b>Michael Wendt</b>	Title: <b>WisDOT North Central Region Planning Chief</b>

## 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. 84.062(2).
  - 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 applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
  - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

# Urbanized Area STP-Urban (206) Standard SMA

## 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.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. State review services
  - j. Eligible rail items
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

## MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the **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.

## Urbanized Area STP-Urban (206) Standard SMA

- f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
  - h. Real estate for the improvement.
  - i. Preliminary engineering and design including state oversight of the design work.
  - j. Other 100% Municipality funded items: Non-participating construction items which for this project includes storm sewer work.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 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 State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance 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 construction.

## Urbanized Area STP-Urban (206) Standard SMA

- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7,

## Urbanized Area STP-Urban (206) Standard SMA

107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

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

### LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

### PROJECT FUNDING CONDITIONS

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

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

## Urbanized Area STP-Urban (206) Standard SMA

24. 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 6999-18-51: Costs for railroad** signal upgrade and associated costs at crossing 392 819J are funded with **50%** federal funding up to a limit of **\$110,100** when the Municipality agrees to provide the remaining **50%** and all funds in excess of **\$110,100**.
- c. **ID 6999-18-52: Costs for railroad** crossing surface upgrade and associated costs at crossing 182 006S are funded with **50%** Wisconsin Central Ltd funding and **50%** Municipal funding.
- d. **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 and standard lighting, and all other items necessary to complete the project are funded with **55.9%** federal funding up to a limit of **\$524,902** when the municipality agrees to provide the remaining **44.1%** and all costs in excess of **\$524,902**.
  - ii. Non-participating costs for storm sewer repair work 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.

[End of Document]

**AGENDA ITEM**

Discussion and possible action on the third revision to the State/Municipal Agreement for South 1<sup>st</sup> Avenue from Thomas Street to Stewart Avenue

**BACKGROUND**

1<sup>st</sup> Avenue from Stewart Avenue to Thomas Street is scheduled for reconstruction in 2019. The current SMA shows the railroad improvement for installing gates and signals to be 100% City funded. The cost disbursement should read 50/50 split between federal funds and Local Funds.

**FISCAL IMPACT**

The federal dollars are capped at \$738,998. Therefore, even though this SMA changes the cost share for the tracks to be 50/50, the City will not get additional funds and the cost of the project to the City remains the same.

**STAFF RECOMMENDATION**

Staff recommends approving the revised SMA. It is anticipated additional revised SMA's for the project will be brought to this committee as final design and cost estimates are prepared for the project.

Staff contact: Allen Wesolowski 715-261-6762

# Urbanized Area STP-Urban (206) Standard SMA



3<sup>rd</sup> REVISION

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

*This agreement supersedes the agreement signed by the Municipality on **October 12, 2016** and signed by the State on **October 19, 2016**.*

**Program Name: STP-Urban**

**Population Group: 50,000 – 200,000**

**Sub-program #: 206**

**Revised Date: 3/1/2018**

**I.D.: Design - 6999-18-03**

**Construction – 6999-18-73**

**Railroad – 6999-18-53**

**Road Name: South 1<sup>st</sup> Avenue**

**Limits: City of Wausau, South 1<sup>st</sup> Avenue  
Thomas Street to Stewart Avenue**

**County: Marathon**

**Roadway Length: 0.8 Miles**

**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 - This project on South 1<sup>st</sup> Avenue between Thomas Street to Stewart Avenue is functionally classified as 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. There is sinking toward the Wisconsin River and this section 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 crossing on the project, with the one at Stewart Avenue having safety issues, as noted by the city.**

**Proposed Improvement - A reconstruction type project is proposed for this segment of South 1<sup>st</sup> Avenue. 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 pedestrian accommodations will be determined through the design. Railroad signal work is required at crossing number 182 048D. Additional right of way needs will be by temporary interests.**

Describe non-participating work included in the project and other work necessary to 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: **It has been identified that there is to be non-participating work done for storm sewer.**

## Urbanized Area STP-Urban (206) Standard SMA

The Municipality agrees to the following **2013-2018** Urbanized Area STP-Urban project funding conditions: **Project construction** costs are funded with **55.9% federal funding** up to a funding limit of **\$648,098**. The Municipality agrees to provide the remaining **44.1%** and all funds in excess of the **\$648,098** federal funding limit.

**Project design** costs are **100% locally funded** including state review costs.

**Project Railroad** improvement costs will be funded with **50% federal funding** up to a funding limit of **\$90,900**. The Municipality agrees to provide the remaining **50%** and all funds in excess of the **\$90,900** federal funding limit.

Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2019**. **In accordance with the State's sunset policy for Urbanized Area Surface Transportation Program (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 State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of **\$648,098 for construction and \$90,900 for railroad improvements** in the Summary of Costs Table, unless such increase is approved in writing by the State through the Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
<b>ID 6999-18-03</b>					
Design			0%		
State Review	\$36,000		0%	\$36,000	100%
subtotal	\$36,000	\$0		\$36,000	
<b>ID 6999-18-53</b>					
Railroad Related Improvements	\$180,000	\$90,000	50% MAX*	\$90,000	50% + BAL
State Review	\$1,800	\$900	50% MAX*	\$900	50% + BAL
subtotal	\$181,800	\$90,900		\$90,900	
<b>ID 6999-18-73</b>					
Participating Construction	\$1,190,990	\$574,863	55.9% MAX*	\$616,127	44.1% + BAL
Non-Participating Construction	\$100,000		0.0%	\$100,000	100%
State Review	\$131,010	\$73,235	55.9% MAX*	\$57,775	44.1% + BAL
subtotal	\$1,422,000	\$648,098		\$773,902	
<b>Total Est. Cost Distribution</b>					
	\$1,639,800	\$738,998	N/A	\$900,802	N/A

\*Railroad Related Improvements ID# 6999-18-53 federal funding is limited to \$90,900.

\*Construction ID# 6999-18-73 federal funding is limited to \$648,098.

# Urbanized Area STP-Urban (206) Standard SMA

This request is subject to the terms and conditions that follow (pages 3-8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

Signature: \_\_\_\_\_

Name: **Robert Mielke**

Title: **Mayor**

Date

Signed for and in behalf of the **State of Wisconsin**:

Signature: \_\_\_\_\_

Name: **Michael Wendt**

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

Date

## GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 84.062(2).
  - 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 applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

# Urbanized Area STP-Urban (206) Standard SMA

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.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. State review services
  - j. Other eligible rail items
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

## MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the **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.

## Urbanized Area STP-Urban (206) Standard SMA

- f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
  - h. Real estate for the improvement.
  - i. Preliminary engineering and design including the cost of state oversight on the design.
  - j. Other 100% Municipality funded items: Non-participating construction items which for this project includes storm sewer work.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 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 State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance 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 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.

## Urbanized Area STP-Urban (206) Standard SMA

- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

## Urbanized Area STP-Urban (206) Standard SMA

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

### LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

### PROJECT FUNDING CONDITIONS

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

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

## Urbanized Area STP-Urban (206) Standard SMA

24. 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 6999-18-53:** Costs for the railroad signal upgrade and associated costs at crossing 182 048D are funded with **50%** federal funding up to a limit of **\$90,900** when the Municipality agrees to provide the remaining **50%** and all funds in excess of **\$90,900**.
- c. **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 and standard lighting, and all other items necessary to complete the project are funded with **55.9%** federal funding up to a limit of **\$648,098** when the municipality agrees to provide the remaining **44.1%** and all funds in excess of **\$648,098**.
  - ii. Non-participating costs for storm sewer work 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.

[End of Document]

**AGENDA ITEM**

Discussion and possible action authorizing the sale of 25’ of 305 South 20<sup>th</sup> Street

**BACKGROUND**

The current property at 305 South 20<sup>th</sup> Street is a City owned Outlot established for a stormwater pond to serve this subdivision. The adjacent property owner at 311 South 20<sup>th</sup> Street is looking to build a new home and asked if the City would consider selling any of this property. The adjacent owner’s property is narrow near the roadway and has a significant slope to the west toward the Outlot making it difficult to create a level building site and to properly grade. Engineering staff reviewed the Outlot to determine if any portion of the lot may be sold and would still allow City staff adequate access for maintenance. Based on the contours and the additional space needed for an access road it was determined that a 25 foot strip of land may be sold without creating any hardships for maintenance and access.

One of stipulations the City has requested from the owner, if the property would be sold, is that they provide engineering a grading plan for the property as we want to make sure the finished landscape will not result in excessive sediment into the pond over time.

Our current City ordinance shows the following criteria be followed to sell City owned property:  
*Chapter 3.12, Sale of City-Owned Real Property (not applicable to sale or lease of city-owned land in the business campus or land acquired for redevelopment purposes).*

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

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

*3.12.030 – If no objection is raised,*

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

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

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

The current adjacent property owner (311 South 20<sup>th</sup> Street) to the City owned Outlot is Ben Bliven the City’s Police Chief. Ben and I spoke about the process and full disclosure as he is a city employee and he wanted to be sure that any and all decisions made regarding this land were open and public and follow the ordinances. Anne and I have spoken about this and she has confirmed that this is the correct process to follow and follows Wausau Municipal Code.

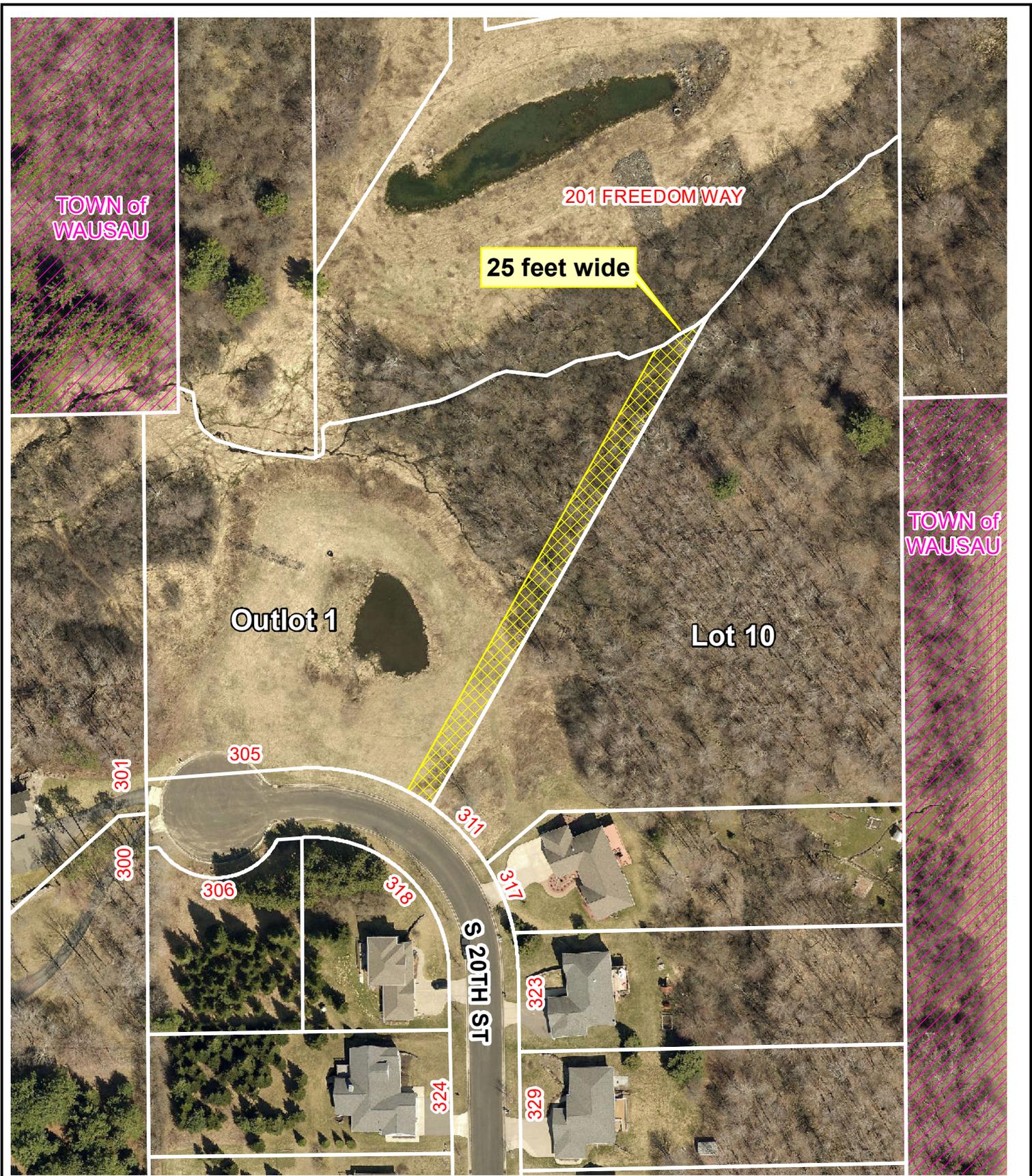
**FISCAL IMPACT**

Additional taxable property.

**STAFF RECOMMENDATION**

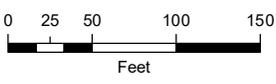
Staff recommends this property be offered to other city departments and if there are no objections have this property advertised for bids.

Staff contact: Eric Lindman 715-261-6745



- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
  2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
  3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
  4. AERIAL PHOTO TAKEN APRIL 2015.

### Outlot 1 off S 20th St



Legend	
	Parcels
	Parcel to be Sold

Map Date: March 21, 2018

Agenda Item No.

6

*STAFF REPORT TO CISM COMMITTEE – April 12, 2018*

**AGENDA ITEM**

Discussion and possible action on amending the Townline Road Transportation Project Plat

**BACKGROUND**

For safety reasons, the City Council on the 27<sup>th</sup> of March voted to close the driveway at 936 Townline Road. As a result, the Townline Road TPP has been amended to include a driveway restriction.

In addition, the public sidewalk along the north side of the Townline Road between the railroad tracks has been moved south to avoid the need for a Temporary Limited Easement (TLE) at 936 Townline Road.

**FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Staff recommends approval of the amendment.

Staff contact: Sean Gehin 715-261-6748

**TRANSPORTATION PROJECT PLAT NO: 6999-18-01-4.02  
AMENDMENT NO.1**

AMENDMENT ADDS ACCESS CONTROL AND REMOVES PARCEL 37 OF TRANSPORTATION PROJECT PLAT NO: 6999-18-01-4.02, RECORDED AS DOC. 1754406 IN PLAT CABINET 3, PAGE 563B.

THAT PART OF LOT 1 OF CSM 4159 AND LOT 1 CSM 15666, LOCATED IN GOVERNMENT LOT 3, ALSO PART OF LOTS 7-12, LOTS 18-22, BLOCK 10 AND LOTS 12-14, BLOCK 11 OF PLEASANT VIEW PARK SUBDIVISION, LOCATED IN THE SE 1/4 OF THE SE 1/4, SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST; ALSO PART OF LOT 1 OF CSM 16492 OF THE FRACTIONAL NW 1/4 OF THE NE 1/4, ALSO PART OF THE FRACTIONAL NE 1/4 OF THE NE 1/4, SECTION 1, TOWNSHIP 28 NORTH, RANGE 7 EAST, ALL IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER C WAUSAU, TOWNLIN RD (GRAND AVENUE TO EASTHILL DRIVE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT: 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT. 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

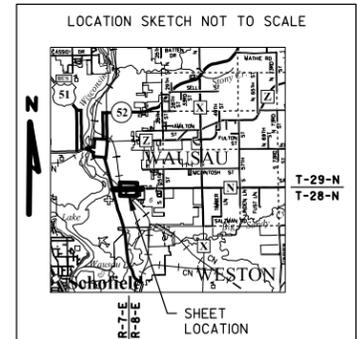
REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2, IN TRANSPORTATION PROJECT PLATS, AS DOCUMENT NO. 1754170 FOR ADDITIONAL INFORMATION.

ALL TLES ARE FOR SLOPE GRADING PURPOSES, ANY BUILDINGS WHICH OCCUPY THE TLE WILL NOT BE AFFECTED.

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
<b>TOWNLIN RD ALIGNMENT</b>		
200	20+80.60	1.69'
201	20+80.28	0.00'
203	26+28.03	-34.96'
204	31+29.05	-34.97'
205	31+89.07	-34.98'
206	33+82.21	-34.98'
207	33+84.70	-1.97'
208	33+84.85	0.00'
209	33+87.18	31.02'
210	33+27.17	31.02'
211	25+03.88	31.05'
215	20+86.44	32.99'
PLE291	26+00.41	31.05'
PLE292	26+00.41	49.05'
PLE293	25+83.00	49.00'
PLE294	25+70.00	31.05'
HE236	25+50.00	-34.95'
HE237	25+61.65	-40.00'
IP 714	20+74.13	-33.00'
IP 7043	23+62.67	33.00'

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
<b>CURLING WAY ALIGNMENT</b>		
212	104+67.55	-99.17'
213	106+39.00	-24.17'
214	106+38.65	0.00'
234	104+66.09	-32.17'
PRW220	106+38.28	25.82'
PRW221	105+98.24	28.52'
PRW222	103+96.09	28.50'
PRW223	101+13.81	28.50'
PRW224	100+32.97	51.81'
PRW225	100+32.94	-71.00'
PRW226	100+35.16	-46.39'
PRW227	100+58.10	-32.50'
PRW229	100+98.07	-32.50'
PRW230	101+63.91	-21.50'
PRW231	103+96.09	-21.50'
PRW232	104+33.91	-21.50'
PRW233	100+65.00	36.97'
PRW235	100+55.00	51.68'
IP 726	104+57.14	-43.08'

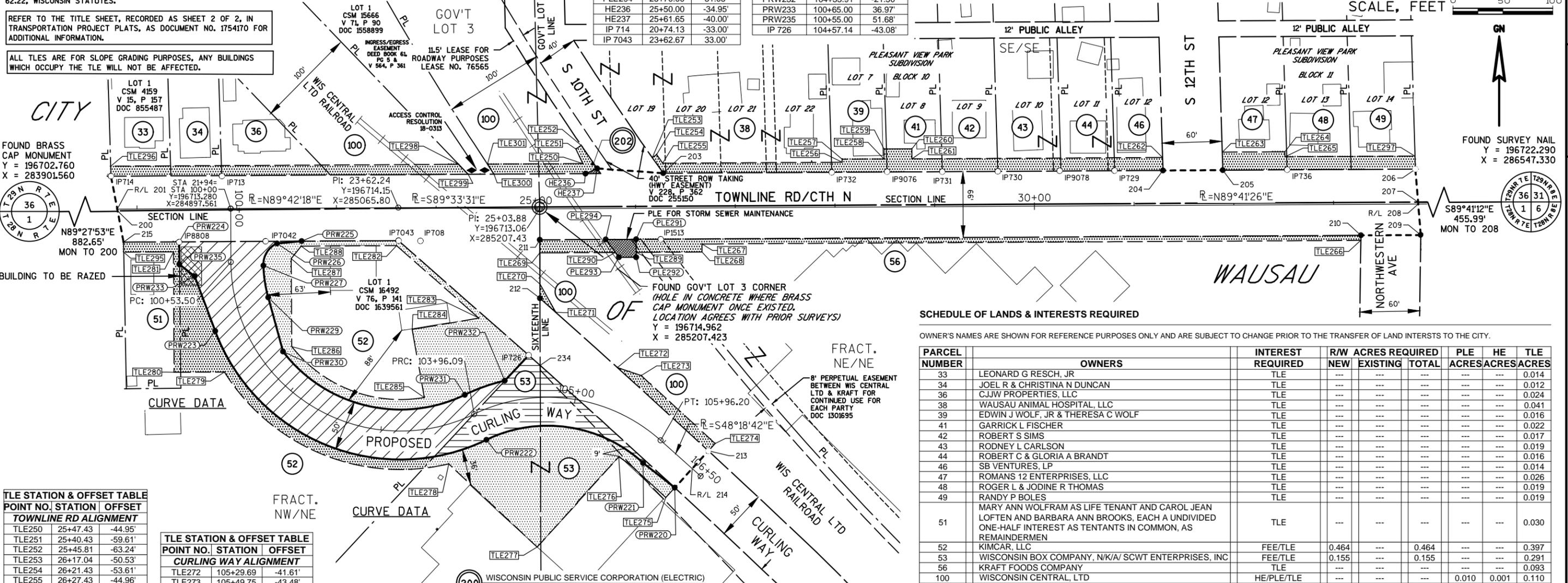
EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP 7042	196680.593	284932.639	1.0" OD IRON PIPE
IP 7043	196681.147	285065.970	0.75" REBAR
IP 708	196680.958	285087.828	CHISELED "X"
IP 713	196745.709	284888.839	1.0" OD IRON PIPE
IP 714	196745.670	284777.521	1.0" OD IRON PIPE
IP 726	196566.653	285196.347	1.25" OD IRON PIPE
IP 1513	196682.499	285328.830	1.5" OD IRON PIPE
IP 729	196751.246	285783.896	0.75" REBAR
IP 730	196750.507	285666.805	0.5 OD IRON PIPE
IP 731	196750.128	285611.102	0.75" REBAR
IP 732	196749.498	285500.346	0.75" REBAR
IP 9076	196750.140	285555.822	1.25" OD IRON PIPE
IP 9078	196751.115	285728.815	1.0" OD IRON PIPE (BENT)
IP 736	196752.192	285956.973	0.5" OD IRON PIPE
IP 8808	196679.723	284845.893	1.0" OD IRON PIPE



RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 6999-18-01-4.02  
AMENDMENT NO: 1

SCALE, FEET 0 50 100

FOUND SURVEY NAIL  
Y = 196722.290  
X = 286547.330



TLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
<b>TOWNLIN RD ALIGNMENT</b>		
TLE250	25+47.43	-44.95'
TLE251	25+40.43	-59.61'
TLE252	25+45.81	-63.24'
TLE253	26+17.04	-50.53'
TLE254	26+21.43	-53.61'
TLE255	26+27.43	-44.96'
TLE256	28+07.43	-44.96'
TLE257	28+07.43	-47.96'
TLE258	28+49.43	-47.96'
TLE259	28+49.43	-57.96'
TLE260	28+77.43	-57.96'
TLE261	28+77.43	-47.96'
TLE262	31+28.73	-47.96'
TLE263	31+88.63	-52.98'
TLE264	32+51.43	-52.98'
TLE265	32+51.43	-47.98'
TLE266	33+27.08	36.02'
TLE267	26+66.43	36.04'
TLE268	26+66.43	44.04'
TLE269	25+03.88	44.05'
TLE270	104+67.77	-113.36'
TLE271	104+77.81	-85.19'
TLE298	24+22.20	-43.88'
TLE299	24+31.84	-34.01'
TLE300	24+57.82	-34.35'
TLE301	24+51.10	-44.26'

TLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
<b>CURLING WAY ALIGNMENT</b>		
TLE272	105+29.69	-41.61'
TLE273	105+49.75	-43.48'
TLE274	106+39.14	-34.07'
TLE275	106+38.09	39.09'
TLE276	105+69.68	38.64'
TLE277	103+95.65	147.11'
TLE278	103+59.49	38.50'
TLE279	101+48.04	38.50'
TLE280	101+29.94	82.68'
TLE281	100+42.97	57.57'
TLE282	100+37.91	-166.17'
TLE283	104+26.59	-88.62'
TLE284	103+48.47	-100.71'
TLE285	103+49.25	-31.50'
TLE286	101+65.66	-31.50'
TLE287	100+50.39	-60.43'
TLE288	100+37.94	-70.43'
TLE289	26+00.41	44.05'
TLE290	25+79.41	44.05'
TLE295	20+86.58	42.99'
TLE296	20+73.87	-43.01'
TLE297	33+81.89	-47.98'

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
200	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
202	FRONTIER COMMUNICATIONS OF WI LLC	RELEASE OF RIGHTS

CURVE TABLE					
CURVE	RADIUS	CHORD	CHORD LENGTH	DELTA	ARC LENGTH
PRW221-PRW222	141.50'	N81°37'23"W	158.80'	68°16'10"	168.60'
PRW222-PRW223	198.50'	N68°11'24"W	293.02'	95°08'09"	329.60'
PRW226-PRW227	23.50'	S31°48'22"W	26.05'	67°18'16"	27.61'
PRW227-PRW229	137.50'	S08°34'52"E	32.25'	13°28'12"	32.33'
PRW230-PRW231	148.50'	S76°37'58"E	187.41'	78°15'01"	202.81'
PRW231-PRW232	191.50'	N70°36'58"E	42.52'	12°44'54"	42.61'

**SCHEDULE OF LANDS & INTERESTS REQUIRED**

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY.

PARCEL NUMBER	OWNERS	INTEREST REQUIRED	R/W ACRES REQUIRED			PLE ACRES	HE ACRES	TLE ACRES
			NEW	EXISTING	TOTAL			
33	LEONARD G RESCH, JR	TLE	---	---	---	---	---	0.014
34	JOEL R & CHRISTINA N DUNCAN	TLE	---	---	---	---	---	0.012
36	CJW PROPERTIES, LLC	TLE	---	---	---	---	---	0.024
38	WAUSAU ANIMAL HOSPITAL, LLC	TLE	---	---	---	---	---	0.041
39	EDWIN J WOLF, JR & THERESA C WOLF	TLE	---	---	---	---	---	0.016
41	GARRICK L FISCHER	TLE	---	---	---	---	---	0.022
42	ROBERT S SIMS	TLE	---	---	---	---	---	0.017
43	RODNEY L CARLSON	TLE	---	---	---	---	---	0.019
44	ROBERT C & GLORIA A BRANDT	TLE	---	---	---	---	---	0.016
46	SB VENTURES, LP	TLE	---	---	---	---	---	0.014
47	ROMANS 12 ENTERPRISES, LLC	TLE	---	---	---	---	---	0.026
48	ROGER L & JODINE R THOMAS	TLE	---	---	---	---	---	0.019
49	RANDY P BOLES	TLE	---	---	---	---	---	0.019
51	MARY ANN WOLFRAM AS LIFE TENANT AND CAROL JEAN LOFTEN AND BARBARA ANN BROOKS, EACH AN UNDIVIDED ONE-HALF INTEREST AS TENTANTS IN COMMON, AS REMAINDERMEN	TLE	---	---	---	---	---	0.030
52	KIMCAR, LLC	FEE/TLE	0.464	---	0.464	---	---	0.397
53	WISCONSIN BOX COMPANY, N/K/A/ SCWT ENTERPRISES, INC	FEE/TLE	0.155	---	0.155	---	---	0.291
56	KRAFT FOODS COMPANY	TLE	---	---	---	---	---	0.093
100	WISCONSIN CENTRAL, LTD	HE/PLE/TLE	---	---	---	0.010	0.001	0.110

COURSE TABLE		
COURSE	BEARING	DISTANCE
200-201	N10° 51' 35"W	1.72'
201-IP 714	N10° 51' 35"W	33.58'
IP 714-HE236	N89° 41' 19"E	475.85'
HE236-HE237	N66° 15' 51"E	12.69'
HE237-203	S85° 57' 51"E	66.57'
203-204	N89° 41' 19"E	501.02'
204-205	N89° 41' 19"E	60.02'
205-206	N89° 41' 19"E	193.14'
206-207	S04° 36' 59"E	33.11'
207-208	S04° 36' 59"E	1.97'
208-209	S04° 36' 59"E	31.10'
209-210	S89° 41' 19"W	60.01'
210-PLE291	S89° 41' 19"W	726.76'
PLE291-PLE292	S00° 18' 34"E	18.00'
PLE292-PLE293	N89° 50' 19"W	17.41'
PLE293-PLE294	N36° 13' 00"W	22.17'
PLE294-211	S89° 41' 19"W	66.19'

COURSE TABLE CON'T		
COURSE	BEARING	DISTANCE
211-212	S00° 11' 38"E	58.51'
212-213	S47° 55' 39"E	227.61'
213-214	S42° 30' 42"W	24.17'
214-PRW220	S42° 30' 42"W	25.83'
PRW220-PRW221	N52° 09' 24"W	40.13'
PRW221-PRW222	SEE CURVE TABLE	
PRW222-PRW223	SEE CURVE TABLE	
PRW223-PRW224	N20° 37' 20"W	58.61'
PRW224-PRW225	N51° 52' 21"W	19.36'
PRW225-PRW226	N00° 39' 23"W	22.48'
PRW226-215	S89° 41' 19"W	55.75'
215-200	N10° 51' 35"W	31.84'
PRW225-PRW226	S84° 32' 50"W	24.71'
PRW229-PRW230	S15° 18' 58"E	56.09'
PRW232-IP726	N43° 01' 45"E	35.02'

**emcs**

TIMOTHY G. RUTZEN JR., PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT COMPLIANCE WITH IN FULL THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY, I HAVE SURVEYED AND MAPPED TRANSPORTATION PROJECT PLAT 6999-18-01-4.02-A1 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

TIMOTHY G. RUTZEN JR.,  
PROFESSIONAL LAND SURVEYOR NUMBER 2994  
THIS PLAT AND RELOCATION ORDER ARE  
APPROVED FOR THE CITY OF WAUSAU

DATE: \_\_\_\_\_  
(SIGNATURE)  
(PRINTED NAME)

**AGENDA ITEM**

Discussion and possible action to amend Municipal Ordinance 10.20.080(a): No-parking areas designated.

Proposed correction to description of a specific No-parking area: address listed as “1520 Golden Meadow Street” should be changed to “1510 Golden Meadow Street.”

**BACKGROUND**

The current ordinance section, 10.20.080(a), lists areas within the City of Wausau where parking is prohibited.

The listed area at issue reads as follows:

*Both sides of the street at the intersection of Golden Meadow Street and N. 16th Avenue beginning at the eastern edge of the driveway for 1520 Golden Meadow Street and extending to the southern edge of the driveway for 1224 N. 16th Avenue.*

The address 1520 Golden Meadow Street does not exist – the highest address on the north side of Golden Meadow Street is 1510 (see attached map).

The listed area should read as follows:

*Both sides of the street at the intersection of Golden Meadow Street and N. 16th Avenue beginning at the eastern edge of the driveway for 1510 Golden Meadow Street and extending to the southern edge of the driveway for 1224 N. 16th Avenue.*

The ordinance adopted the currently listed location (1520 Golden Meadow Street) during the Official Proceedings of the Wausau Common Council on January 13, 2015. Since the proceedings, Alderpersons noted the area had not been posted and requested a review of the location. In review of the ordinance and the location, the address discrepancy was noted.

To attempt to further verify the intended boundaries of the restricted area, a review of ordinance history was conducted. The Parking and Traffic Committee Meeting Minutes of December 18, 2014 list an approved motion to restrict parking on both sides of the street, at the intersection of Golden Meadow and N. 16th Avenue; beginning at the eastern edge of the driveway for 1520 Golden Meadow Street and extending to the southern edge of the driveway for 1224 N. 16th Avenue.

In regard to the actual intersection, 1510 Golden Meadow Street is the highest even numbered address on Golden Meadow Street that is also adjacent to the intersection. It appears from both the minutes and a site review that 1510 Golden Meadow Street was an intended boundary for the restricted parking section at issue.

**FISCAL IMPACT**

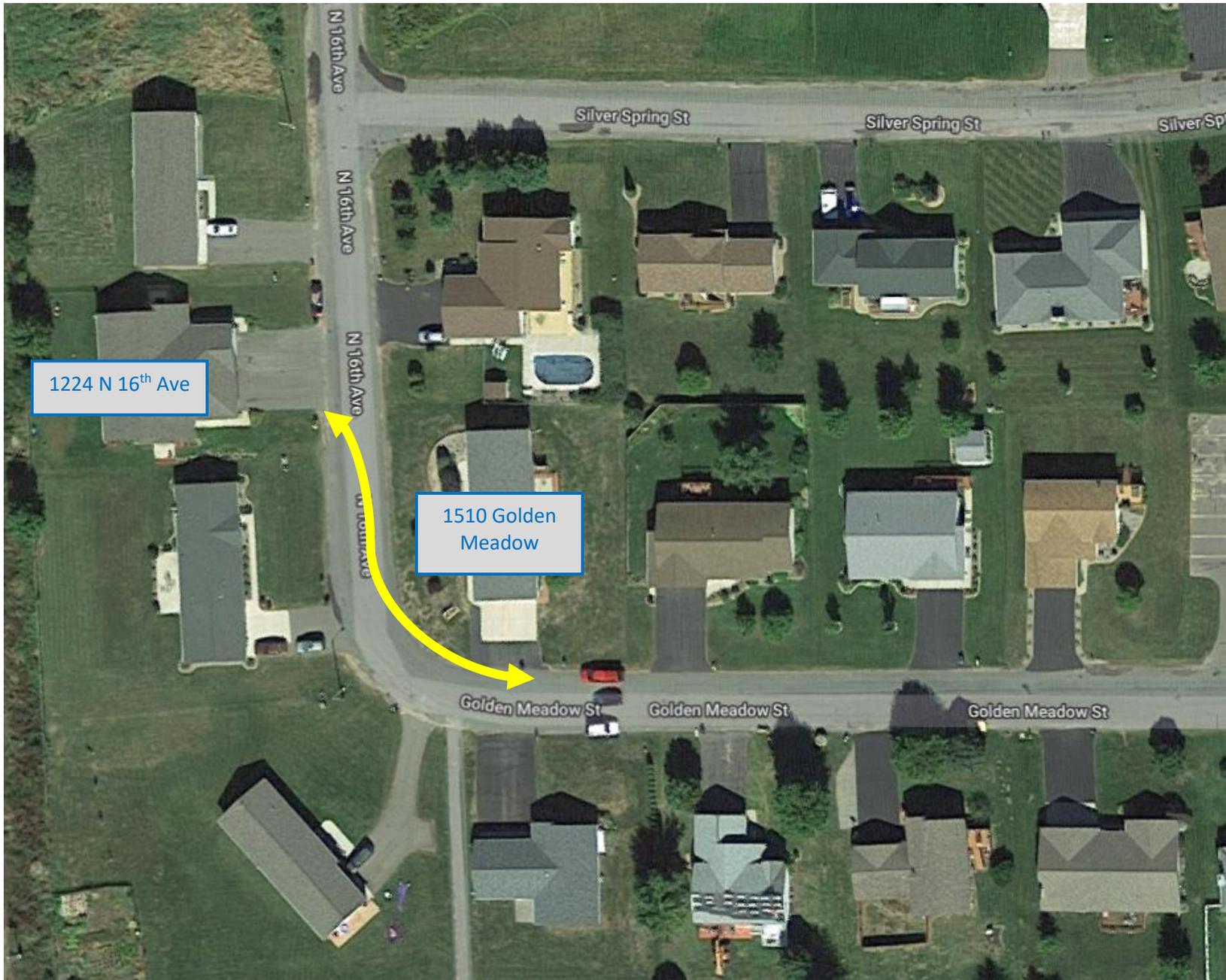
N/A

**STAFF RECOMMENDATION**

Staff recommends the ordinance correction.

Staff contact: Lt. Cord Buckner 715.261.7803





1224 N 16<sup>th</sup> Ave

1510 Golden Meadow

**AGENDA ITEM**

Discussion and possible action on the installation of stop signs on Bopf Street at 8<sup>th</sup> Avenue (Tabled from the March 8, 2018 meeting.)

**BACKGROUND**

A request for the installation of stop signs on Bopf Street at 8<sup>th</sup> Avenue has come to the Engineering Department. Temporary stop signs were installed on Bopf Street during the construction of Thomas Street. These temporary signs will be removed now that the construction on Thomas Street is completed. This item was tabled at the March CISM for traffic counts. The WPD put out their speed monitoring and traffic counting radar on both 8<sup>th</sup> Avenue and Bopf Street. The traffic data indicates approximately 1200 cars per day on Bopf Street and approximately 200 cars per day on 8<sup>th</sup> Avenue.

**FISCAL IMPACT**

Minimal, costs of signs and future maintenance. Funds are available in the sign budget

**STAFF RECOMMENDATION**

Staff would recommend removing the existing temporary stop signs on Bopf Street at 8<sup>th</sup> Avenue and not installing permanent stop signs on Bopf Street.

Right-of-Way at Intersections and Stop Sign (Sections 2B.04 and 2B.06 of the 2009 MUTCD)

*The MUTCD allows for the placement of stop signs at an intersection to establish right-of-way.*

**Summary of the Guidance:**

- Engineering judgement should be used to establish intersection control:
  - o Vehicle, bike and pedestrian traffic volumes
  - o Number and angle of approaches
  - o Approach speeds
  - o Available sight distance
  - o Crash History
- Yield or stop signs should not be used for speed control
- In most cases, the roadway carrying the lowest volume of traffic should be controlled. Yield or stop signs should not be installed on the higher volume roadway unless justified by an engineer study.

Multi-Way Stop Applications (Section 2B.07 of the 2009 MUTCD)

*Multi-way stop control can be useful as a safety measure at intersections if certain traffic control conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.*

Staff contact: Allen Wesolowski 715-261-6762

# Wausau Police Department

515 Grand Avenue  
Wausau, WI 54403

## Speed Enforcement Evaluator

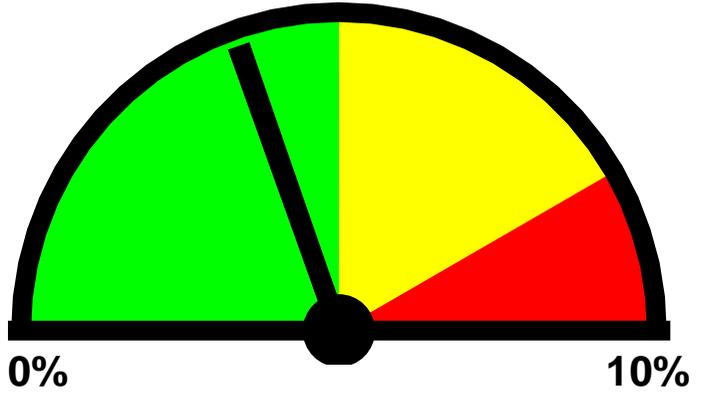
**Location:**  
**1200 S 8th Ave**

**Total Percentage of  
Enforceable Violations**

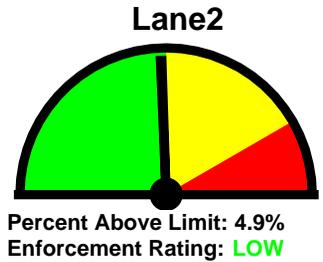
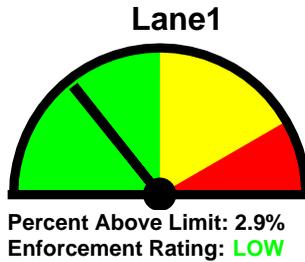
**GPS:**  
0' 0.0000 South  
0' 0.0000 East

**Closest Cross Street:**  
Bopf St

**Analysis Dates:**  
Monday, March 19, 2018  
Friday, March 23, 2018



**0% 10%**  
**Posted Speed Limit:** 25 MPH  
**Enforcement Tolerance:** 7 MPH  
**Enforcement Limit:** 33 MPH & Up  
**Percentage Above Limit:** 3.9%  
**Enforcement Rating:** LOW



Combined

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	5	30	120	303	209	64	5	1	0	0	0	0	0

85 percentile = 28

Lane1

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	3	17	68	147	87	24	3	0	0	0	0	0	0

85 percentile = 27

Lane2

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	2	13	52	156	122	40	2	1	0	0	0	0	0

85 percentile = 28

# Wausau Police Department

515 Grand Avenue  
Wausau, WI 54403

Date\Speed (MPH)															Combined	
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Total	
3/19/2018	0	1	4	21	26	15	7	0	0	0	0	0	0	0	74	
3/20/2018	0	1	8	26	93	56	16	0	0	0	0	0	0	0	200	
3/21/2018	0	2	11	32	94	56	20	2	0	0	0	0	0	0	217	
3/22/2018	0	1	7	40	78	70	19	1	1	0	0	0	0	0	217	
3/23/2018	0	0	0	1	12	12	2	2	0	0	0	0	0	0	29	
Combined Total	0	5	30	120	303	209	64	5	1	0	0	0	0	0	737	

85 percentile = 28

# Wausau Police Department

515 Grand Avenue  
Wausau, WI 54403

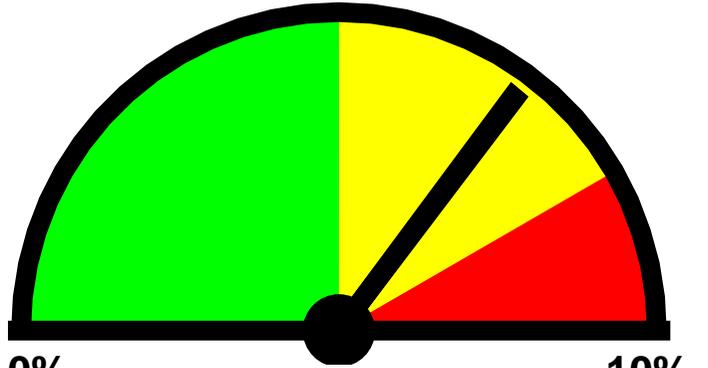
## Speed Enforcement Evaluator

**Location:**  
**900 Bopf St**

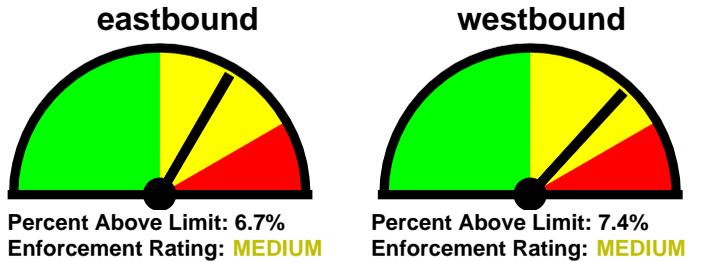
Total Percentage of  
Enforceable Violations

**Closest Cross Street:**  
S 8th Ave

**Analysis Dates:**  
Monday, March 12, 2018  
Friday, March 16, 2018



0% 10%  
**Posted Speed Limit:** 25 MPH  
**Enforcement Tolerance:** 7 MPH  
**Enforcement Limit:** 33 MPH & Up  
**Percentage Above Limit:** 7.1%  
**Enforcement Rating:** MEDIUM



Combined

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	13	133	456	1187	2309	745	72	7	3	1	0	0	0

85 percentile = 30

eastbound

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	6	35	148	593	1090	335	28	3	2	0	0	0	0

85 percentile = 30

westbound

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	7	98	308	594	1219	410	44	4	1	1	0	0	0

85 percentile = 30

# Wausau Police Department

515 Grand Avenue  
Wausau, WI 54403

Date\Speed (MPH)															Combined	
	1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65	Total	
3/12/2018	0	0	16	61	183	436	145	14	2	0	1	0	0	0	858	
3/13/2018	0	0	30	82	269	527	168	18	0	0	0	0	0	0	1094	
3/14/2018	0	4	32	116	276	522	189	19	2	1	0	0	0	0	1161	
3/15/2018	0	6	31	138	293	546	162	13	0	1	0	0	0	0	1190	
3/16/2018	0	3	27	69	182	312	87	8	3	1	0	0	0	0	692	
Combined Total	0	13	136	466	1203	2343	751	72	7	3	1	0	0	0	4995	

85 percentile = 30

<b>AGENDA ITEM</b>
<p>Discussion and possible action on a petition to the Office of the Commissioner of Railroads to widen and improve the Thomas Street railroad crossing</p>
<b>BACKGROUND</b>
<p>Phase II of Thomas Street is currently in design and it is necessary to make improvements to the railroad crossing. Improvements will include widening the street to improve flow of traffic and install a raised median. The City will also need to replace the water and sewer main under the tracks.</p> <p>Warning devices and improvements to the crossing will be paid by the City and are currently estimated within the project budget.</p>
<b>FISCAL IMPACT</b>
<p>None</p>
<b>STAFF RECOMMENDATION</b>
<p>Staff recommendation; approve the submission of the OCR Petition for the Thomas Street Railroad Crossing Improvements.</p>
<p>Staff contact: Eric Lindman 715-261-6745</p>

**2018****CITY OF WAUSAU, WI****PETITION FOR ALTERATION OF AN AT-GRADE CROSSING AND TO  
DETERMINE THE ADEQUACY OF WARNING DEVICES**

In conjunction with the City of Wausau, AECOM has put together this petition to bring forward to the Office of the Commissioner of Railroads. We have received full support from the City of Wausau to move forward with the design of this street reconstruction project

West Thomas Street, a public street in the City of Wausau, crosses the tracks of the Canadian National Railroad at-grade, crossing number 182051L. This street is currently in the design phase for a complete reconstruction. This is a petition to widen the current crossing and update the warning devices.

The alteration of this crossing is necessary to promote public safety and convenience as the West Thomas Street corridor will be slightly shifted to the south and widened to accommodate a raised median, travel lanes, and bike lanes. Underground utility replacement will also take place. The City of Wausau proposes to run new Sanitary Sewer and Watermain, which will be installed in conjunction with steel casings under the railroad. Other utilities such as Frontier Communications, Charter Communications, and Xcel Energy will be obtaining the needed utility permits from CN on their own.

The City of Wausau would like to propose an exception for the signals on the north side in regards to the counterweight length due to the fact that there would be real estate issues if the counterweight were to be the typical 4-foot length. The City would propose to use a 2-foot counterweight. In addition, the railroad tracks are on the crest of a vertical curve and the roadway profile does not allow for the tracks to be raised.

The current crossing material is timber and the abutting roadway material is asphalt. Current AADT forecasts show 15,760 vehicles per day as the highest volume along the corridor that is slated for reconstruction. This includes a total truck percentage of 12.6%.

Prepared by: Nicholas Wiederin, AECOM  
April 10, 2018

**CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403**

**RESOLUTION OF THE  
CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE**

Approving a petition to the Office of the Commissioner of Railroads to widen and improve the Thomas Street railroad crossing

Committee Action:

Fiscal Impact:           None

**File Number:**

**Date Introduced:**   April 24, 2018

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source: TID #6</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

**RESOLUTION**

**WHEREAS**, Thomas Street from 4<sup>th</sup> Avenue to the Wisconsin River Bridge is proposed to be reconstructed in 2019; and

**WHEREAS**, during the reconstruction project, the City of Wausau proposes to alter the at-grade crossing of Thomas Street, crossing number 182051L; and

**WHEREAS**, the alterations to the crossing are necessary to promote public safety as the Thomas Street corridor will be slightly shifted to the south and widened to accommodate a raised median, travel lanes, and bike lanes; and

**WHEREAS**, Section 195.29 Wisconsin Statutes authorizes the Office of the Commissioner of Railroads to determine whether the alteration of the crossing is necessary to promote public safety, to determine the necessary warning devices for the new crossing, and to apportion all costs for the crossing, including the costs of any automatic warning devices; and

**WHEREAS**, your Capital Improvements and Street Maintenance Committee met on April 12, 2018 to review the proposed alteration of the at-grade railroad crossing and recommends approval; now therefore

**BE IT RESOLVED** that the Common Council hereby directs the City of Wausau staff to take all necessary steps to petition the Office of the Commissioner of Railroads for an investigation and order to approve the alteration of the crossing, to determine the necessary warning devices, and to apportion the costs for Thomas Street crossing number 182051L in the City of Wausau, Marathon County; now therefore,

**BE IT FURTHER RESOLVED**, that the City of Wausau staff shall comply with Chapter 195, Wisconsin Statutes and RR 1.025, Wisconsin Administrative Code in the filing of the petition.

Approved:

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Robert B. Mielke, Mayor

DRAFT