

MARATHON COUNTY INFRASTRUCTURE COMMITTEE AGENDA

Date & Time of Meeting: Thursday, December 3, 2020, 9:00 a.m.

Meeting Location: Marathon County Highway Department, 1430 West Street Wausau WI, 54401

Members: Randy Fifrick, Chair; Sandi Cihlar, Vice-Chair; Chris Dickinson; Jeff Johnson, Richard Gumz, John Robinson; Alan Christensen

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly, or in cooperation with other public and private partners, provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. Infrastructure Committee Mission/Purpose: Provide leadership for the implementation of the Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to technology and infrastructure initiatives of Marathon County, which includes, but is not limited to, highways, airways, waterways, etc.

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Executive Committee members and the public to attend this meeting remotely. Instead of attendance in person, Committee members and the public may attend this meeting by **telephone conference**. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees.

Persons wishing to attend the meeting by phone may call into the **telephone conference beginning five (5) minutes prior to the start** time indicated above using the following number: 408-418-9388. Access Code: 146 962 7848- Meeting from phones- PLEASE MUTE YOUR PHONE!

- 1. Call to Order
- 2. Public Comment
- 3. Approval of the Minutes of the November 5, 2020, Infrastructure Committee Meeting.
- Policy Issues Discussion and Potential Committee Determination:
 A. Update 2021 Wisconsin Department of Transportation Routine Maintenance Agreement
- 5. Operational Functions required by Statute, Ordinance, Resolution or Policy: N/A
- 6. Educational Presentations and Committee Discussion
 - A. Update on Broadband (Robinson)
 - B. Work Agreement Between Marathon County and North Central Wisconsin Regional Planning Commission on 2050 Long Term Transportation Plan
 - C. 2021 Asphalt Awards (Griesbach)
 - D. CCIT Update (Klein)
 - E. Commissioner's Report (Griesbach)
- 7. Announcements:
 - A. Future meetings and agenda items:
 - 1. January 7, 2021, Monthly Committee Meeting at 1430 West Street, Wausau WI 54401
 - 2. Permit Fees
 - 3. Results of Roadway Safety Study
- 8. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715 261-1500 or e-mail infomarathon @mail.co.marathon.wi.us one business day before the meeting.

SIGNED /s/ Randy Fifrick

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		Presiding Officer or Designee	
FAXED TO:	Wausau Daily Herald, City Pages,	NOTICE POSTED AT COURTHOUSE	
FAXED TO:	and Other Media Groups		
FAXED BY:	K Pergolski	BY:	
FAXED DATE:	-	DATE:	
FAXED TIME:		TIME:	



MARATHON COUNTY INFRASTRUCTURE COMMITTEE MEETING MINUTES

Thursday, November 5, 2020, 9:00 a.m. Marathon County Highway Department, Wausau, WI

Attendance:	Present	Excused	Absent
Randy Fifrick, Chair	х		
Sandi Cihlar, Vice-Chair	х		
John Robinson	х		
Jeff Johnson	х		
Alan Christensen	х		
Richard Gumz	х		
Chris Dickinson	х		

Also Present: James Griesbach, Kevin Lang, Kendra Pergolski, Gerry Klein, Brian Grefe, Dave Mack, Lance Leonhard, Andrew Lynch, Jason Hake

- 1. <u>Call Meeting to Order:</u> The meeting was called to order by Chair Fifrick at 9:00 a.m.
- 2. Public Comment: N/A
- 3. <u>Approval of the Minutes of the October 1, 2020, Infrastructure Committee Meetings</u> MOTION BY CIHLAR, SECOND BY ROBINSON, TO APPROVE THE MINUTES OF THE OCTOBER 1, 2020, INFRASTRUCTURE COMMITTEE MEETING. MOTION CARRIED.
- 4. Policy Issues Discussion and Potential Committee Determination:
 - 1. Update on Broadband Expansion Efforts and Authorization to Support Broadband Grant Application(s) to Public Service Commission (PSC)

Discussion: Robinson addressed the committee regarding the intent to expand fiber to public buildings, water towers, schools and libraries to improve internet needs in the county. He also stated that the Public Service Commission of Wisconsin voted to approve funding to expand broadband service across the state with applications being due December 1, 2020; awards are expected to be given spring 2021. Robinson emphasized the importance of 'letters of support' needed from individuals, local businesses, and local governments, to support said grant application.

Action: MOTION BY ROBINSON, SECOND BY DICKINSON, TO APPROVE THE RESOLUTION AND FORWARD TO COUNTY BOARD. MOTION CARRIED. Follow through: N/A

5. Operational Functions required by Statute, Ordinance, or Resolution: N/A

6. Educational Presentations and Committee Discussion: N/A

A. Capital Funding Projects

Discussion: Commissioner Griesbach advised the committee of the General Transportation Aid forecast going forward focusing on bonding projects. Griesbach also informed the committee of the prospective bridge projects including deck replacements, box culverts and pavement replacements.

B. EDP Renewables Wind Farm Update

Discussion: Griesbach informed the committee that movement on the wind farm project would not likely take place until 2024.

C. CCIT Update

Discussion: Report provided. Klein did report on internal solutions regarding fiber projects at the Highway Department's Hatley shop and Solid Waste Department.

D. Commissioner's Report **Discussion:** Report provided.

7. Announcements:

A. Future meetings and location, agenda topics December 3, 9:00 AM, 1430 West Street, Wausau

8. <u>Adjourn</u>

MOTION TO ADJOURN BY ROBINSON, SECOND BY FIFRICK. MOTION CARRIED. MEETING ADJOURNED AT10:30AM.

Minutes prepared

By Kendra Pergolski on November 19, 2020.

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

The State of Wisconsin Department of Transportation (hereafter called the Department) authorizes the maintenance project herein described, and the above designated County, represented by its County Highway Committee and Highway Commissioner, agrees to perform such operations and furnish such materials as listed below. It is understood that the maintenance services authorized under this agreement shall be accomplished in compliance with state and federal law, the Highway Maintenance Manual and under the general direction of the Department. Payment for services provided under this agreement shall be made to the county based on actual labor, including fringe benefit costs, machinery allowances as specified in the current MAINTENANCE MANUAL, CHAPTER 2, and material purchases authorized by the Department. Such payment shall be made upon presentation of accounts itemized and verified in accordance with regulations of the Department.

In connection with the services provided under this agreement, the County agrees not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in s.51.05(5), sexual orientation, or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County further agrees to post in a conspicuous place, available for employees and applicants for employment, notices setting forth these provisions.

The disclaimer language as contained in the State Highway Maintenance Manual is included in this agreement by reference. The County is obligated to provide services under this agreement only to the extent it receives Department funding for the same. The Department recognizes that the County does not warranty that maintenance funds provided by the Department are sufficient to provide for a uniform level of service or standard of state highway maintenance applicable to all situations. Certain factors, including but not limited to, weather restrictions and funding or labor shortages, may make universal, year-round compliance with the goals expressed within this manual impossible to achieve.

Estimated count	y costs	
By asset class pro	oject ID	
Asset class project ID	Asset class description	Estimated county costs
0037-01-01	Roadways - Asphalt	\$466,400
0037-01-03	Roadways - Concrete	\$281,600
0037-01-05	Roadways - Shoulders	\$149,700
0037-01-07	Miscellaneous Maintenance	\$168,700
0037-01-11	Winter	\$1,372,500
0037-01-21	Structures-RMA	\$200,000
0037-01-23	84.10	\$9,000
0037-01-31	Roadsides - Facilities	\$115,000
0037-01-33	Roadsides - Vegetation	\$120,000
0037-01-35	Roadsides-TIC/Rest Area	
0037-01-40	Administration Non Patrol Supervision	\$228,100
0037-01-41	Administration Patrol Supervision	\$247,300
0037-01-50	Border-Iowa	
0037-01-51	Border-Minnesota	
0037-01-52	Border-Michigan	
0037-01-53	Miscellaneous	
0037-01-61	Traffic Sign Repair	\$24,000
Total		\$3,382,300

Approvals

Total estimated county costs

By expenditure category		
COUNTY LABOR	\$1,555,700	
COUNTY EQUIPMENT	\$1,007,400	
COUNTY MATERIALS	\$463,800	
ADMINISTRATIVE SUPPORT	\$355,400	
Total	\$3,382,300	

Roadways - Asphalt

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-01

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 4 and 5 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

- DIVIDED MARATHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.
- 4.38 MILES ON STH 34 WHICH IS MAINTAINED BY PORTAGE COUNTY.
 0.38 MILE OF STH 29 IN CLARK COUNTY IS MAINTAINED BY MARATHON COUNTY.

Activity codes	Descriptions
001	Asphalt Spot Repair/Pothole Repair
002	Asphalt Crack Sealing
003	Asphalt Seal Coating
004	Asphalt Wedging/Rut Filling
005	Asphalt Milling/Bump Removal
008	Asphalt Thin Resurfacing
009	Traffic Control Roadway Asphalt

Estimated county costs		
For Roadways - Asphalt		
COUNTY LABOR	\$166,300	
COUNTY EQUIPMENT	\$84,800	
COUNTY FURNISHED MATERIALS	\$196,500	
ADMINISTRATIVE SUPPORT	\$18,800	
Total	\$466,400	

Roadways - Concrete

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-03

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 4 and 5 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

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Activity codes	Descriptions
011	Emergency Repair of Concrete Pavement
012	Non-emergency Repair of Concrete Pavement
013	Repair of Distressed Concrete Pavement
014	Traffic Control Roadway Concrete

Estimated county costs	
For Roadways - Concrete	
COUNTY LABOR	\$128,400
COUNTY EQUIPMENT	\$66,400
COUNTY FURNISHED MATERIALS	\$75,400
ADMINISTRATIVE SUPPORT	\$11,400
Total	\$281,600

Roadways - Shoulders

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-05

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 4 and 5 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

- DIVIDED MARATHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.
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Activity codes	Descriptions
021	Gravel Shoulders
022	Paved Shoulders
024	Sweeping Shoulders
025	Traffic Control Roadway Shoulders

Estimated county costs	
For Roadways - Shoulders	
COUNTY LABOR	\$76,600
COUNTY EQUIPMENT	\$35,000
COUNTY FURNISHED MATERIALS	\$32,100
ADMINISTRATIVE SUPPORT	\$6,000
Total	\$149,700

Miscellaneous Maintenance

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-07

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 7 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

- DIVIDED MARATHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.
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Activity codes	Descriptions
019	Non Winter Storm Emergency Repair Measures
020	Non Winter Storm Permanent Restoration
031	Sweeping Pavement
032	Miscellaneous Traffic Control
033	Surveillance
035	Hazardous Debris Removal
036	Site Preparation for New Salt Shed Facility
037	Construction of Salt Shed Facility

Estimated county costs		
For Miscellaneous Maintena	ance	
COUNTY LABOR	\$82,000	
COUNTY EQUIPMENT	\$66,300	
COUNTY FURNISHED MATERIALS	\$13,600	
ADMINISTRATIVE SUPPORT	\$6,800	
Total	\$168,700	

Winter

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-11

The Winter Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 6 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

- DIVIDED MARTHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.
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Activity codes	Descriptions	
070	Trucking Brine	
071	Plow & Apply Chemicals	
072	Non Storm Related Winter Activities	
073	Apply Liquid Anti-Icing Chemicals	
077	Alternate Chemicals	
078	Trucking Salt: Shed to Shed within County	
079	Trucking Salt: Depot to User County Shed OR County to County	
097	Traffic Control for Winter Work	

Estimated county costs	
For Winter	
COUNTY LABOR	\$570,900
COUNTY EQUIPMENT	\$700,100
COUNTY FURNISHED MATERIALS	\$46,100
ADMINISTRATIVE SUPPORT	\$55,400
Total	\$1,372,500

Structures-RMA

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-21

The routine bridge and structures maintenance and operation program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The MARATHON County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and structures located on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

MATERIALS AND WORK LIST WILL BE PROVIDED BY THE DEPARTMENT IN SPRING 2021.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

Estimated county costs	
For Structures-RMA	
COUNTY LABOR	\$95,500
COUNTY EQUIPMENT	\$31,900
COUNTY FURNISHED MATERIALS	\$64,500
ADMINISTRATIVE SUPPORT	\$8,100
Total	\$200,000

84.10

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-23

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The MARATHON County Highway Department shall provide the labor, equipment and authorized materials needed to perform routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in MARATHON County with the following exceptions:

MARATHON COUNTY SHALL PROVIDE THE NECESSARY LABOR, EQUIPMENT, AND AUTHORIZED MATERIALS NEEDED TO PERFORM THE ROUTINE OFF-SYSTEM/84.10 BRIDGE MAINTENANCE ACTIVITIES ON THE BROKAW BRIDGE, B-37-111 (M-143) AND THOMAS STREET BRIDGE B-37-971 IN THE CITY OF WAUSAU. MATERIALS AND WORK LIST WILL BE PROVIDED BY THE DEPARTMENT IN SPRING 2021.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

Estimated county costs	
For 84.10	
COUNTY LABOR	\$6,100
COUNTY EQUIPMENT	\$1,100
COUNTY FURNISHED MATERIALS	\$1,400
ADMINISTRATIVE SUPPORT	\$400
Total	\$9,000

Roadsides - Facilities

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-31

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5, 6 and 7 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

- DIVIDED MARATHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.
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Activity codes	Descriptions
051	Clean/Repair/Replace Drainage Structure
052	Maintain Roadside Drainage
055	Maintain Safety Appurtenances
058	Traffic Control Roadside Facilities

Estimated county costs	
For Roadsides - Facilities	
COUNTY LABOR	\$85,000
COUNTY EQUIPMENT	\$10,000
COUNTY FURNISHED MATERIALS	\$15,400
ADMINISTRATIVE SUPPORT	\$4,600
Total	\$115,000

Roadsides - Vegetation

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-33

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 7 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

- DIVIDED MARATHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.
- 4.38 MILES ON STH 34 WHICH IS MAINTAINED BY PORTAGE COUNTY.
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Activity codes	Descriptions
041	Mowing
042	Litter Pickup
043	Woody Vegetation
044	Control of Unwanted Vegetation
045	Urban Mowing
046	Emerald Ash Borer Tree Removal
047	Pollinator Best Management Practices
048	Traffic Control Roadside Vegetation

Estimated county costs	
For Roadsides - Vegetation	
COUNTY LABOR	\$105,100
COUNTY EQUIPMENT	\$5,600
COUNTY FURNISHED MATERIALS	\$4,500
ADMINISTRATIVE SUPPORT	\$4,800
Total	\$120,000

Roadsides-TIC/Rest Area

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-35

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 7 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

MARATHON COUNTY DOES NOT HAVE ANY TIC/REST AREAS SO THERE WILL BE NO BUDGET ALLOCATION FOR 0037-01-35.

Activity codes	Descriptions
053	Maintain/Repair Buildings
054	Maintain Facility Grounds

Estimated county costs	
For Roadsides-TIC/Rest Area	
Total	\$0

Administration Non Patrol Supervision

Wisconsin Department of Transportation

Calendar year 2021 MARATHON COUNTY 0037-01-40

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 2 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

Activity codes	Descriptions
017	Training
018	Back Pay
091	Fixed Costs Reimbursements

Reimbursement costs	
For Administration Non Patro	ol Supervision
Equipment Storage Reimbursement	\$127,600
GPL Insurance	\$18,200
Radio	\$5,400
Salt Storage Reimbursement	\$20,200
Winter Readiness	\$56,700
Total	\$228,100

Estimated county costs	
For Administration Non Patr	ol Supervision
COUNTY LABOR	\$0
COUNTY EQUIPMENT	\$0
COUNTY FURNISHED MATERIALS	\$0
ADMINISTRATIVE SUPPORT	\$228,100
Total	\$228,100

Administration Patrol Supervision

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-41

The supervision and direction of MARATHON County Highway Department personnel performing maintenance on the State Trunk Highway System in MARATHON County shall be the Patrol Superintendent(s) responsibility under the supervision of the County Highway Commissioner and the overall direction of the Wisconsin Department of Transportation. Reimbursement for the Patrol Superintendent(s) as prescribed in chapter 2 of the HMM for time, travel, and other incidents shall be outlined below:

MARATHON COUNTY HIGHWAY DEPARTMENT

Since the State requires approximately 60.0 percent of 3 Patrol Superintendent(s) time to supervise and direct the county maintenance forces performing work for the State, the State agrees to pay 60.0 percent of the county's cost for the following items: 1. Salary and fringe Benefits

- 2. Transportation Costs at the per mile rate for Class 120 Patrol Superintendent(s) Vehicles
- 3. Meals & Lodging, if appropriate
- 4. Training or Conferences, if approved by the DTSD Regional Director

 DIVIDED MARATHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.

4.38 MILES ON STH 34 WHICH IS MAINTAINED BY PORTAGE COUNTY.
 0.38 MILE OF STH 29 IN CLARK COUNTY IS MAINTAINED BY MARATHON COUNTY.

Activity codes	Descriptions
093	Supervision/Engineering
094	Training
095	Back Pay

Estimated county costs	
For Administration Patrol S	upervision
COUNTY LABOR	\$225,800
COUNTY FURNISHED MATERIALS	\$11,500
ADMINISTRATIVE SUPPORT	\$10,000
Total	\$247,300

Border-Iowa

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-50

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The MARATHON County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

MARATHON COUNTY IS NOT A BORDER - IOWA BRIDGE COUNTY SO THERE WILL BE NO BUDGET ALLOCATION FOR 0037-01-50.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

Estimated county costs	
For Border-Iowa	
Total	\$0

Border-Minnesota

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-51

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The MARATHON County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

MARATHON COUNTY IS NOT A BORDER - MINNESOTA BRIDGE COUNTY SO THERE WILL BE NO BUDGET ALLOCATION FOR 0037-01-51.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

Estimated county costs	
For Border-Minnesota	
Total	\$0

Border-Michigan

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-52

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The MARATHON County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

MARATHON COUNTY IS NOT A BORDER - MICHIGAN BRIDGE COUNTY SO THERE WILL BE NO BUDGET ALLOCATION FOR 0037-01-52.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

Estimated county costs	
For Border-Michigan	
Total	\$0

Miscellaneous

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-53

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The MARATHON County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

MARATHON COUNTY IS NOT A MISCELLANEOUS BRIDGE COUNTY SO THERE WILL BE NO BUDGET ALLOCATION FOR 0037-01-53.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

Estimated county costs		
For Miscellaneous		
Total	\$0	

Traffic Sign Repair

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

0037-01-61

The Routine Maintenance program on the State Trunk Highway System in MARATHON County shall be performed as indicated below:

MARATHON COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 of the HMM on the State Trunk Highway System in MARATHON County with the following additions, clarifications and/or exclusions as defined by the Region:

- DIVIDED MARATHON-CLARK COUNTY LINE MILEAGE ON STH 13. MAINTENANCE DIVISION POINT IS 0.5 MILE NORTH OF JUNCTION WITH OLD STH 29. MAINTAINED BY MARATHON COUNTY - 4.77 MILES. MAINTAINED BY CLARK COUNTY - 5.59 MILES.
- 4.38 MILES ON STH 34 WHICH IS MAINTAINED BY PORTAGE COUNTY.
 0.38 MILE OF STH 29 IN CLARK COUNTY IS MAINTAINED BY MARATHON COUNTY.

Activity codes	Descriptions
081	Permanent Sign Repair
085	Temporary/Emergency Sign Repair
087	Traffic Control for Traffic Work

Estimated county costs	
For Traffic Sign Repair	
COUNTY LABOR	\$14,000
COUNTY EQUIPMENT	\$6,200
COUNTY FURNISHED MATERIALS	\$2,800
ADMINISTRATIVE SUPPORT	\$1,000
Total	\$24,000

Statewide Addendum for RMA

ROUTINE MAINTENANCE AGREEMENT

Wisconsin Department of Transportation

Calendar year 2021

MARATHON COUNTY

(1) In the event that County makes a good faith determination that County's adherence to the guidelines, procedures, and standards set forth in the Wisconsin Department of Transportation's ("WisDOT") State Highway Maintenance Manual, as in effect and updated during the term of this Agreement (the "Maintenance Manual") in the maintenance, upkeep, and/or repair of State highways pursuant to this Agreement may, directly or indirectly, expose County to liability for damages related to Section 893.83, Stats., County may, in the exercise of County's discretion, contact WisDOT and present it with a written summary of the facts and circumstances concerning County's specific maintenance/repair request (the "Maintenance/Repair Authorization Request").

(2) In the event that County presents WisDOT with a Maintenance Repair Authorization Request, WisDOT shall review the Maintenance Repair Authorization Request and shall provide County with WisDOT's written specifications and decision (the "WisDOT Maintenance Decision") within three (3) business days of its receipt concerning County's execution of any and all work set forth in the Maintenance Repair Authorization Request. WisDOT's Maintenance Decision represents its official, governmental decision and shall be a directive to County, requiring that County's actions shall conform to the written specifications set forth in the WisDOT Maintenance Decision.

(3) WisDOT's Maintenance Decision renders it solely WisDOT's decision for County to proceed or refrain from proceeding with the maintenance work set forth in the Maintenance Repair Authorization Request. County and WisDOT expressly acknowledge that the foregoing procedure is intended to conform to the Wisconsin Court of Appeals' holding in Estate of Lyons v. CNA Insurance Companies and Strand Associates, Inc. and Donna K. Waller, 207 Wis. 2d 446 (1996).

(4) WisDOT shall reimburse County for its Actual Costs (as defined below) incurred in defending any lawsuits initiated against County on or after January 1, 2021, as a result of County's adherence to WisDOT's Maintenance Decision in the following amounts: (a) in an amount not to exceed Fifty Thousand and 00/100 (\$50,000.00) Dollars per occurrence (the "Per-Occurrence Cap"), and (b) up to a combined annual amount for all Seventy Two (72) state counties in an amount not to exceed One Million and 00/100 (\$1,000,000.00) Dollars (the "Annual Cap"). For purposes of this Addendum, "Actual Costs" are defined as all actual expenses incurred by County for legal representation and investigative services in defending any lawsuits initiated against County on or after January 1, 2021, as a result of County's adherence to WisDOT's Maintenance Decision.

(5) The specific procedures for WisDOT's reimbursement of County pursuant to paragraph (4), including but not limited to County's submission to WisDOT of appropriate documentation of County's legal and/or investigation expenses, shall be set forth in the Maintenance Manual.

(6) County shall not be eligible for reimbursement of its Actual Costs until such a time as (a) legal proceedings have been instituted against County in the form of County being served with a Summons and Complaint, and (b) notice of such legal proceedings and a copy of the Summons and Complaint has been delivered by certified mail to WisDOT, Office of General Counsel, 4822 Madison Yards Way, Room S922, P.O. Box 7910, Madison, WI 53707-7910. In the event that County is served with a Summons and Complaint and WisDOT has been properly notified.

(7) In accordance with this paragraph, County shall be eligible for reimbursement of Actual Costs incurred retroactive to the date of filing of any formal Notice of Claim which preceded service of the Summons and Complaint.

(8) The reference to Section 893.83 of this Addendum notwithstanding, it is WisDOT's position that the provisions of Section 893.83 are not applicable to the County's performance of maintenance on the Wisconsin state trunk highway system pursuant to the Routine Maintenance Agreement, entered into between WisDOT and County pursuant to Subsection 84.07(1), Stats.

WORK AGREEMENT BETWEEN:

MARATHON COUNTY and NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

This WORK AGREEMENT is made and entered by and between the NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION, hereinafter called the "NCWRPC", and MARATHON COUNTY, hereinafter called the "Client":

I. <u>PURPOSES</u>

The Client hereby retains the professional services of the NCWRPC to prepare a County Highway Transportation Plan.

II. ENGAGEMENT OF SERVICES

- A. The authority of the NCWRPC to enter into and perform its duties under this Work Agreement is set forth in WI Statute 66.0309(12)(b).
- B. NCWRPC will perform the services required under this Work Agreement by utilization of its resident staff or through the services of one or more consultants retained by the NCWRPC.

C.	CLIENT contact shall be:	Jim Griesbach
		Highway Commissioner
		1430 West Street
		Wausau, WI 54401
		Phone: (715) 261-1800
		Email: james.greisbach@co.marathon.wi.us
	NCWRPC contact shall be:	Dennis Lawrence, Executive Director
		210 Mc Clellan Street, Suite 210
		Wausau, WI 54403
		Phone: (715) 849-5510
		Email: dlawrence@ncwrpc.org

D. To protect the NCWRPC and the client, and to assure that the NCWRPC's assistance continues to be accepted as objective and impartial by the private and public sectors, it is expressly agreed that the fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given.

- E. It is expressly understood and agreed that the NCWRPC is not authorized or licensed to practice architecture, engineering, or law. And as such, the products produced pursuant to this Work Agreement are subject to the review and approval of the client's architects, attorneys, and engineers.
- F. NCWRPC shall not be responsible for determining the possible effect on this project of future federal, state, or local legislation, including any environmental or ecological matters.
- G. NCWRPC shall not be responsible for evaluating the effectiveness of Local Unit of Government's management or for future efforts or other management action upon which actual results will depend.

III. SCOPE OF SERVICES

- A. Tasks are outlined in the scope of work. See Attachment A.
- B. Period of Performance: The work to be performed under the terms of this Work Agreement shall commence upon the signing of this agreement and end with the delivery of the final product. The NCWRPC shall make a good faith effort to complete its tasks within this timeline; however, the NCWRPC shall not be responsible for delays in performance caused by events beyond its control, including, but not limited to, illness, fire, strike, changes requested by Client, delays by Client or agents of the Client in supplying requested information to NCWRPC, labor disputes/shortages, transportation delays, weather delays, energy shortages, material shortages or acts of God.
- C. Waiver and Revisions: To be binding on the parties, all changes to the terms of this Work Agreement must be in writing and signed by both Parties.
- D. Termination: Client has the right to terminate this Work Agreement at any time, but expressly agrees to pay the NCWRPC for all services performed and costs incurred prior to the date of termination. Client reserves the right to cancel this agreement without penalty due to non-appropriation of funds.
- E. Assignability: Neither party to this Work Agreement may assign its obligations under this Work Agreement to another party, except with the written approval of the other party to this Work Agreement.
- F Data to be Furnished: report text, data, charts, tables, and the like, developed by or available from either party prior to, during, or following the period of this Work Agreement, shall be made available without undue delay or charge to the other party.

Except for records that must be disclosed pursuant to state and federal law, no confidential or proprietary information shall be released to the public or to any third party without the mutual consent of the parties to this Work Agreement.

G. Conclusion of Work: The obligation of the NCWRPC to perform under this Work Agreement ends when the document is completed and delivered to the Client for acceptance. Thereafter, the NCWRPC will have no obligation to revise its findings or report to reflect conditions that occur subsequent to the date thereof. The NCWRPC will, however, be available to discuss the necessity for revisions in view of changes in applicable laws or regulations. In the event that Client becomes involved in a dispute that requires NCWRPC's services beyond the scope of services provided for in this Agreement, including expert testimony, the Client agrees to pay NCWRPC for Staff time at the NCWRPC's standard hourly billing rates, plus expenses.

IV. COMPENSATION/METHOD OF PAYMENT

- A. The NCWRPC's membership fee for this project will be Twenty-two thousand six hundred and forty dollars (\$22,640).
- B. Five invoices will be submitted for services over the planning period.
- C. Any work beyond this will incur additional costs as agreed upon by both parties and billed separately.

V. NON DISCRIMINATION

In connection with the performance of the tasks completed under this Work Agreement, the parties hereto agree to fully comply with all state and federal employment laws, including, but not limited to, the Age Discrimination Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Wisconsin Fair Employment Law and the Wisconsin Family and Medical Leave Law.

VI. MUTUAL HOLD HARMLESS/INDEMNIFICATION

NCWRPC hereby agrees to release, indemnify, defend and hold harmless Client, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of NCWRPC's officers, officials, employees, agents, or assigns.

Client hereby agrees to release, indemnify, defend and hold harmless NCWRPC, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven,

which is determined to be caused by the negligent or intentional acts or omissions of Client's officers, officials, employees, agents, or assigns.

The parties do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

VII. INDEPENDENT CONTRACTOR STATUS

The parties hereto agree that NCWRPC, its officers, agents, and employees, in the performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Client. The NCWRPC shall not be entitled to any of the rights, benefits, salaries, wages, or fringe benefits which employees of Client are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Client on behalf of NCWRPC. Neither Client nor NCWRPC will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever.

VIII. MISCELLANEOUS

- Any unpaid invoices remaining due the NCWRPC thirty (30) days after the due date A. reflected on the invoice may bear interest at the annual rate of twelve percent (12%) per annum until paid.
- This Work Agreement with the attachment represents the entire understanding of the parties Β. with respect to the subject matter thereof. All prior correspondence, contracts or agreements are hereby superseded, and it is understood that there are no other promises, understandings or agreements, either oral or written, between the parties affecting their relationship except as provided herein.
- This Work Agreement shall be governed and construed according to the Laws of the State of C. Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Work Agreement effective _ . 2020.

MARATHON COUNTY

NCWRPC

By:

By

lim Griesbach Highway Commissioner **Dennis** Lawrence **Executive Director**

Attachment A:

MARATHON COUNTY HIGHWAY TRANPORTATION PLAN

SCOPE OF WORK

INTRODUCTION

Marathon County has asked the North Central Wisconsin Regional Planning Commission (NCWRPC) for assistance preparing a county level transportation plan. This plan would have two primary goals. The first goal is to prepare a comprehensive inventory of Marathon County highways and bridges along with a detailed long-term maintenance schedule; while the second goal is to identify the necessary level of funding to maintain a reliable transportation network throughout the county.

A variety of steps will be required during this effort. These include:

- Formation/Designation of a Technical Advisory Committee (TAC)
- Inventory of highway and bridge network
- Develop list of planned improvements to network
- Establish various assumptions related to roadway life cycle, costs, inflation, etc.
- Review Funding & Revenues
- Prepare long-term reconstruction and maintenance schedule over plan period
- Development of various policies, for bike accommodations, all-season roads, ATVs, etc.

Combined these efforts will provide the foundation for the Marathon County Transportation Plan (MCTP).

Below is a detailed scope of work to prepare the plan:

SCOPE OF WORK

TASK1-DEMOGRAPHICS

NCWRPC will assemble a variety of demographic information, including population, employment, and related. Much of this information will be collected from the Marathon County Comprehensive Plan.

TASK 2 - LAND USE

NCWRPC will collect 2020 land use information, including Identification of major activity centers, such as retail and employment areas (e.g., downtowns and industrial parks), higher

education centers, health care facilities, government centers, and regional state and local parks, etc.

TASK 3 - TRANSPORTATION NETWORK INVENTORY

NCWRPC with the Highway Department will utilize existing information, from a variety of sources to develop a complete digital inventory of all highways - with segment identification - and bridges. Also, as part of this an assessment of local, collector and arterial roadways will be determined.

TASK 4-RATING

NCWRPC will extract rating data from WisDOT WISLR for each highway segment and Highway Structure Inventory for each bridge in the county. The Highway Department will provide a quality review of this information for accuracy. These ratings will form the foundation for future maintenance/upgrades scheduling.

TASK 5 – FUTURE TRANSPORTATION NETWORK

County Highway Department will identify, if any, new additions or deletions to the county highway and bridge network over the planning period. Problems areas that will need upgrades would be identified as well. The existing highway network will be reviewed in relation to demographic projections to forecast future network deficiencies.

TASK 6 - UTILIZE WisDOT MODELING

NCWRPC will review WisDOT model for inclusion in the planning effort. The model will be same as used for the preparation of the MPO Long Range Transportation Plan. Congestion and traffic volumes would be the likely information from this effort.

TASK 7 - DEVELOP GIS MAPS

NCWRPC will prepare digital geographic information system (GIS) maps. GIS methods will permit creation of various layers, as appropriate, to display the different components of the regional transportation system (e.g., roadway segments).

A variety of maps will be prepared, including: System Network, Network Condition, Traffic Counts, Land Use Corridors, Network Classification, Planned Improvements, Problem/Safety Areas, among others.

TASK 8 - REVENUE ANALYSIS

This task will identify existing and potential funding sources. The funding overview and discussion of revenues and expenditures carried out during this task will draw from a variety of documents and data from federal, state, local, and private sources. Ultimately, this effort will

permit a "gap analysis" that will document potential additional funding needed to implement long-range recommendations.

TASK 9 - CONSIDER NON-ROADWAY COMPONENTS

NCWRPC along with the Highway Department will identify and analyze the various improvement options for the non-roadway aspects of the MCTP, focusing on goods movement and non-motorized (pedestrian/bicycle/trails) components.

TASK 10 - FUTURE TRANSPORTATION COST ASSUMPTIONS

NCWRPC with the Highway Department will develop a standard Roadway Life Cycle for planning purposes as well as cost estimates for general maintenance, from crack filling to reconstruction. These, along with an inflation rate will be used to determine costs over the planning period.

TASK 11 - ASSESSMENT OF PREFERRED MAINTENANCE

A determination of the "Preferred/Optimal" transportation network funding will be identified based on the current system, future needs, and other assumptions.

TASK 12 - FUNDING GAP ANALYSIS

NCWRPC will prepare a description of costs associated with maintaining, preserving, and improving the Marathon County's transportation system through Year 2050. Costs of the Preferred Plan will be compared to a fiscally constrained revenue scenario to identify the funding gap associated with the likely capital, operations, preservation, and maintenance costs of the system versus available funding through identified revenue sources. Additional research will be conducted to identify potential new or innovative revenue streams that could be utilized to diminish the identified funding gap. A variety of graphics will be developed showing gaps in future funding.

TASK 13 - PREPARE TRANSPORTATION PLAN

NCWRPC will pull together the previous information into one plan document. The Marathon County Transportation Plan will help inform decision makers as they guide the county's transportation future investments over the 30-year planning horizon. In addition, document will also incorporate the following:

- Ensure a safe and efficient transportation system for residents and visitors
- Sustainability, Land use and transportation linkages, Community Access, Economic Development Opportunities
- Optimize use of existing infrastructure by balancing land use development patterns
- Enhance linkages to facilitate enhanced economic development

MEETINGS

A variety of meetings will be held during the planning process.

Meeting 1: Highway Department & NCWRPC

- Prepare Highway Inventory
- Review roadway segments
- Review existing highway capital plan
- Discuss current issues and concerns in the network
- Review initial demographic data, maps, and plan format

Meeting 2: Highway Department & NCWRPC

- Follow up from last meeting
- Develop schedule of maintenance
- Identify cost estimates for planning period
- Review options
- Finalize required maps

Meeting 3: Working Group

- Review Draft Plan
- Review Schedules
- Revise based on separate policy development process
- Finalize steps to prepare plan

Meeting 4: Committee/Task Force

Present Marathon County Transportation Plan

BUDGET, TIMELINE & DELIVERABLES

To prepare the plan at least 360 staff hours and some minimal direct costs will be incurred for a total cost of \$28,300, this amount will be reduced using \$5,640 of NCWRPC Rural Transportation Planning funds for a lump sum fee of \$22,640. This effort is expected to be completed over a 9 to 12-month period. A digital version of the draft plan and final plan will be provided, including the maps; hosting of the plan on the NCWRPC website, and various meeting handouts and maps. There is a charge for printed copies of the plan.