



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 INFRASTRUCTURE AND FACILITIES 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: **INFRASTRUCTURE AND FACILITIES COMMITTEE OF THE CITY OF WAUSAU**
Date/Time: **Thursday, June 13, 2024 at 5:15 p.m.**
Location: **City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS**
Members: **Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson**

AGENDA ITEMS FOR CONSIDERATION

1. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
 - A. Approval of minutes of the May 9, 2024 meeting.
 - B. Action on Stormwater Maintenance Agreement with Robert W. Monk Gardens at 1800 N. 1st Avenue.
 - C. Action on Stormwater Maintenance Agreement with Aspirus Wausau Hospital at 333 Pine Ridge Boulevard.
 - D. Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue.
2. Public Hearing: Vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11th Street on plat H.B. Huntington's Addition to the City of Wausau, Document No. 167682).
3. Discussion and possible action on vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11th Street on plat H.B. Huntington's Addition to the City of Wausau, Document No. 167682).
4. Discussion and possible action on State/Municipal Agreement for Transportation Alternatives Program (TAP) Project - 72nd Avenue Trail South Extension, Sunnyside Park to Stewart Avenue.
5. Discussion and possible action on parking restrictions on Norton Street east of North 1st Avenue.
6. Discussion and possible action on parking restrictions on Stettin Drive from Stewart Avenue to 44th Avenue.
7. Discussion and possible action on preliminary resolution to vacate certain right-of-way along East Thomas Street abutting a portion of 700 Grand Avenue, and vacating a portion of right-of-way formerly known as 804-806 Grand Ave, 810 Grand Ave, 814 Grand Ave, and 816 Grand Ave.
8. Discussion and possible action on dedication of right-of-way, acceptance of a utility easement, and acceptance of easement for temporary cul-de-sac west of Old Coach Road and west of Birchwood Drive (STS Investment, LLC).
9. Discussion and possible action on the closing of 28th Avenue from Madonna Drive to Mary Ann Lane.
10. Discussion and possible action on amending annexation ordinance no. 497-93E (annexing territory from the Town of Weston to the City of Wausau - Greenwood Hills).
11. Discussion and possible action on amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau - Gilbertson - Poplar Lane).
12. 2025 proposed DPW Streets capital projects.
13. Update on WisDOT Standalone Curb Ramp Improvement Project #6999-19-00/70.

Adjournment

CHAD HENKE - Committee Chair

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail lori.wunsch@ci.wausau.wi.us with "Infrastructure & Facilities public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, if agendaized, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 06/07/24 @ 8:30 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

It is possible that members of and possibly a quorum of the Common Council and/or members of and possibly a quorum of other committees of the Common Council of the City of Wausau may be in attendance at this meeting to gather information. No action will be taken by any such groups at this meeting other than the committee specifically referred to in this notice.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

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

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 9, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Brad Lenz, Andrew Lynch, Dustin Kraege, Chad Abbiehl, Leo Gau, Lori Wunsch

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

Noting the presence of a quorum, at approximately 5:15 p.m. Clerk Bernarde called the meeting to order.

Elect Chairperson and Vice Chairperson for the 2024-2026 term of the Infrastructure and Facilities Committee

Neal nominated Larson to return as Chair; however, Larson declined. Larson nominated Henke for Chair. Neal moved to close the nominations, seconded by Martens. Henke was elected as Chair by a vote of 5-0.

Bernarde turned the meeting over to Chair Henke who asked for nominations for Vice Chair. Neal nominated Martens. Henke nominated Larson. There were no other nominations and the nominations were closed. Larson was elected as Vice Chair by a vote of 4-1.

Establish regular meeting date and time for the 2024-2026 term of the Infrastructure and Facilities Committee

Henke stated this committee has typically met on the second Thursday at 5:15 pm. Henke asked if there would be any conflicts with moving the meeting time to 4:00 pm; however, this would conflict with Watson. Neal moved to continue with the same meeting date and time. Larson seconded and the motion passed 5-0.

Approve minutes of the April 11, 2024 meeting

Larson moved to accept the minutes of the previous meeting. Neal seconded and the motion passed 5-0.

Discussion and possible action on installation of angled parking stalls on McIndoe Street between 3rd Street and 4th Street, on 4th Street between Grant Street and McIndoe Street, and on Franklin Street between 4th Street and 5th Street

Bryan Bailey, CEO of Woodson YMCA, explained The Landing Activity Center has had tremendous growth over the four years it has been open. The parking request has to do with proximity parking for a project that will expand The Landing about 12,000 square feet with a new entrance off of 4th Street. They had proposed a different plan, but further talked with city staff and came up with options that he feels are better than the original plan. This would provide close proximity parking for an approximate \$5 million expansion project for The Landing.

Larson feels this is a vital part of revitalizing downtown. The YMCA needs this for expansion. Larson spoke with the person in charge of the trust for this and if this parking does not happen, the expansion will not happen.

Neal moved to accept the proposed parking stalls. Seconded by Larson.

Neal loves trees and hates to see so many gone because of this, but he does see this as a necessary thing to do. He hopes during construction they find ways to do some beautification associated with the project. Martens echoed Neal's comments regarding the trees. He is glad to see there is a proactive tree plan as he does not like to see trees unnecessarily removed. The trees that will be removed are in a variety of conditions that they plan to replace one to one, which he is glad to see. He is happy they are working towards protecting the trees in Yawkey Park. His biggest concern is the traffic flow on 4th Street. There seem to be some bump outs at the intersection of Franklin and 4th. He questioned if those were intended to be traffic calming devices.

Tom Radenz, REI Engineering, explained this is similar to the 3rd Street pedestrian crossing. The goal is to make safe crossings and traffic calming. They also plan to utilize the 404 Franklin Street building for a variety of uses, so there will be traffic at the 4th and Franklin intersection, which was a cause for the bump out.

Henke was first a little concerned about the stalls in front of Yawkey Park, but he felt better after reading the letter that explained the health of the trees and how they plan to replace.

There being a motion and a second, motion to accept the proposed parking stalls passed 5-0.

Discussion and possible action on approval of dedication of right-of-way at 404 Franklin Street

This item was taken out of agenda order.

Wesolowski explained that the installation of angled parking would take away the existing sidewalk. The dedication of right-of-way would allow a public sidewalk in the right-of-way. Henke asked if this would make the right-of-way wider. Wesolowski confirmed and added it is approximately 6.2' to provide room for angled parking and keep the sidewalk. Otherwise, the sidewalk would be on private property, which we would not want.

Larson moved to approve. Seconded by Neal and the motion passed 5-0.

Discussion and possible action on easement for a skywalk across 3rd Street at YMCA

Chuck Ghidorzi serves on the architectural team. A skywalk becomes important for parking in the future. This will tie into the new entrance off 4th Street to the 3rd level of the new expansion. In the future it becomes critical in terms of creating enough parking for both The Landing and the YMCA. It will be nice and very functional and he looks forward to presenting the plan in the future.

Lindman stated this would eliminate pedestrian conflicts with traffic across 3rd Street. It will allow safe access into The Landing and the YMCA. This is a good option for the future and ties both sides of the street in. Henke asked if this would be solely for The Landing or if it would also provide access to the YMCA. Ghidorzi said right now they are looking at The Landing. They will look at other plans relating to the YMCA in the future. Henke encourages this as he has crossed 3rd Street enough times and would use the skywalk to get into the YMCA.

Larson moved to accept and approve. Seconded by Neal and the motion passed 5-0.

Discussion and possible action on access easement at 1937-1939 Milwaukee Ave for the Northwestern Lift Station

Lindman explained that there is an existing permanent easement for access to the lift station. A full upgrade of the lift station was completed this year. Previously they shared a driveway with the resident by easement. During the upgrade, the driveway was widened for a dedicated access so we are not in conflict. The easement stays the same other than the Utility has its own driveway and will maintain it.

Neal asked if there was any improvements or remediation needed to the resident's property. Lindman stated we made improvements on the approach as part of the project.

Martens moved to approve. Seconded by Larson and the motion passed 5-0.

Discussion and possible action on easement with WPS at 144 West Washington Street

The library is upgrading their electrical service and in order to do so, WPS would like to come across the City-owned parking lot to the west of the library. Henke asked if there were any other upgrades done recently. Wesolowski believes the HVAC is being upgraded but he is not familiar with all their planned upgrades. He does not see issues with the easement. If anything is disturbed, WPS will repair/replace.

Neal moved to approve as presented. Seconded by Larson and the motion passed 5-0.

Discussion and possible action on streets for asphalt overlay utilizing ARPA funding

Larson noted that the packet said this committee decided not to include Pine Ridge Boulevard and Sherman Street; the committee did not decide against Sherman Street. He asked why Sherman Street is proposed only between 17th and 8th and not the whole stretch from 3rd to 17th. Wesolowski stated that Sherman Street from 8th to 17th is still recommended for overlay. The chip seal is flaking off and plows are knocking out the chip seal in areas. It is proposed to mill off the top of the asphalt and chip seal from 8th to 17th, which is the worst section of Sherman Street. There are lead service laterals on the other portion, which is why we stopped at 8th. It was understood from the last meeting to remove Pine Ridge Boulevard from the list. He feels with the combination of bidding the majority of work out and possibly having DPW pave one of the streets, we can get the rest of the streets completed for \$500,000. He tried to pick streets that are rated 2 to 3 with very little or no lead service laterals. There are other streets that are just as bad or worse, but the majority of the streets that are bad have lead service laterals. Henke noted that the staff report does recommend eliminating Pine Ridge Boulevard and Sherman Street. Wesolowski clarified that eliminating Sherman Street was a typo. Without the \$320,000 cost for Pine Ridge Boulevard, he feels the remainder of the streets can be done.

Larson moved to accept the list of streets for asphalt overlay utilizing ARPA minus Pine Ridge Boulevard. Seconded by Neal and the motion passed 5-0.

Discussion and possible action on reconstruction of 2nd Street from Short Street to Dekalb Street

Per the Finance Department, there may be funding available in TID 3 to reconstruct a small section of street. Short Street is almost completed. 1st Street was done 4 to 5 years ago. Completing 2nd Street between Short Street and Dekalb would button up the area. If funding is available, staff would like to reconstruct 2nd Street in 2025.

Henke asked if there are lead laterals. Wesolowski confirmed and indicated the road is also in very poor shape. Staff was waiting for the area to be developed. Habitat for Humanity will be putting up a house on 2nd and the lot on the corner of Dekalb and 2nd is proposed to be developed. Development in the block will then be completed. There was a thought of the last block between Dekalb and Bridge Street; however, those are empty lots that may get developed or be part of a larger development. He feels it makes sense to wait on the last block.

Larson moved to move forward with the reconstruction of 2nd Street from Short Street to Dekalb Street if funding is available from TID 3 in 2025. Martens seconded and the motion passed 5-0.

Discussion and possible action on reconstruction alternatives for 28th Avenue from Westhill Drive to West Wausau Avenue

This project is in year 2026 of the 5-year plan. To get design started, we need to start looking at alternatives. Wesolowski explained that the reconstruction of 28th Avenue has been on the list for a long time as the County had intended to reconstruct it. They had purchased right-of-way but have since decided not to reconstruct. The Village of Maine does not wish to reconstruct their portion. The roadway has a daily average of 1,700 cars, which is one of the reasons the County backed off. In comparison, Bridge Street averages 16,000 a day. Wesolowski looked at other hills and Townline Road averages 2,700 a day with Franklin averaging 3,800 a day.

One option is to reconstruct 28th Ave as is. This presents great challenges with the grade, ditches, and rock. The existing grade is 19% to 20% at the top of the hill, which is very steep. Henke asked if there were other streets with a similar grade. While Wesolowski did not know the exact grade of Townline or Franklin, those hills are not as steep or as long.

The second option would be to place a cul-de-sac and dead end 28th Avenue. A cul-de-sac could be placed at Mary Ann Lane or at Maple Creek Drive and send traffic up Madonna. We could look at purchasing property to flatten the curve onto Madonna. The grades of Madonna are good and the road was recently paved. Another

advantage to using Madonna is that all of the road is in the City of Wausau.

The third option would use Maple Creek Drive. The disadvantage is Maple Creek gets steep with a 16% grade. While this is not as bad of a grade as 28th Ave, it is still not good. Another disadvantage is it would send traffic onto a town road and there may be opposition from the town and residents.

The fourth option is what the County had planned to build and bought the right-of-way. Traffic would be moved over to 30th Ave. It is the most expensive option and flattens the road. Wesolowski feels this option made sense back when the Village of Maine planned to continue 28th Ave. With this option there would be a T at West Wausau Avenue. We would be spending a lot of money to bring people to a T and he is not sure if people would use it or find an alternative route.

Neal believes a public information meeting is a good idea. He's not familiar with the lay of the land or the number of affected residents. He asked if there is developable land in the area. Wesolowski indicated the hospital owns a chunk of the land. If we take the road up Madonna or Maple Creek, it could still serve the parcel. The parcel could be served off of the cul-de-sac or the road could be extended later if there is a need. If the fourth option is not chosen, there is a lot of right-of-way that could be vacated and possibly sold to develop.

Neal moved to direct staff to engage in outreach to residents and stakeholders that might be affected by any of the options to gather information and look at possible anticipated problems before thinking too hard about choosing an option. Seconded by Watson.

Larson feels the road should not be traveled on and suggested closing it. It is not safe for motorcycles, bicycles, or cars. He asked if there are drainage problems on the hill and if we could do an overlay on the hill. He believes a cul-de-sac should be installed now and the road should not be traveled on. He received a call from a resident who did not have a problem with a cul-de-sac. He feels this cannot wait another 2 years. Wesolowski agreed that the road is in rough shape. There is drainage down the ditches on each side. An overlay would just be a band aid.

Abbiehl stated there were 1 to 2 water breaks last year, which really affects the road. Drain tile was installed on one side a couple years ago, but the water just came out somewhere else causing heaving in the wintertime. DPW patches as much as they can. The hill is really steep for an overlay. Abbiehl stated it has been shut down in the wintertime. Larson feels if it has been shut down for DPW trucks, it should be shut down for all traffic.

Martens agrees that it is an unsafe road. He is concerned with a cul-de-sac and diverting traffic onto other streets that are not intended to carry the load. He is in favor of some type of community engagement on addressing the issue of either cul-de-sac now or viable options to fix in the future. Wesolowski feels something has to be done in a permanent state to reconstruct this. Regarding diversion of traffic, 32nd Avenue from Hilltop to West Wausau is a good roadway. Westwood Drive carries 1,700 cars and could handle the amount of traffic that Bridge Street has. Martens asked if 32nd Ave is a city street. Per Wesolowski, there is a small section, about a half block, in the town.

Larson offered an amendment to the motion to cul-de-sac the road for now and get public engagement on future plans to see if they want to continue with the road. After discussion on concerns of this related to the agenda wording, Larson withdrew his amendment; however, he wants the closing of 28th Avenue brought back.

Regarding community outreach, Neal does not feel it has to be a wide-spread campaign. He suggested looking at property owners and stakeholders along the road. Wesolowski can start a public outreach campaign, but it may not happen before the next meeting. Lindman said staff can get some communication out and put it back on the agenda, but we may not have all the public outreach. Neal said to concentrate on the parties that are immediately impacted.

Watson suggested providing a press release that closing of the road will be discussed at the next meeting and then complete public outreach for feedback on the options. Henke suggested having a public input session or public hearing on the next agenda. Wesolowski can hold a public input session and display the options or hold an open house session prior to the next meeting. Closing the road for safety is one thing, but closing for long term is

another issue. He suggested getting public input, try to maintain the road the rest of the summer, and look at closing the road before winter.

Larson feels we have been kicking the can long enough. Something needs to be done before someone gets hurt. Wesolowski suggested putting closing the road on the agenda for the next meeting and staff will work on completing public outreach for final design.

There being a motion and a second, motion passed 5-0.

2025 proposed facility capital projects

This committee previously talked about seeing projects that would be proposed for 2025 before they are presented to the CIP Committee for ranking. Lindman provided the projects that will be proposed and stated there may be 1 to 2 more.

Larson feels it is odd to put garage doors on a facility that hopefully we will not be using much longer. Per Lindman, DPW plans to continue to use those buildings. Wesolowski added that 4 garage doors were replaced at DPW and this is continuing that effort.

Adoption of the Safe Routes to School Plan as prepared by North Central Wisconsin Regional Planning Commission

The Safe Routes to School Plan as presented by Fred Heider of North Central Wisconsin Regional Planning Commission can be viewed at <https://www.youtube.com/watch?v=dH8iYfM9Lxs>.

After the presentation, Lynch stated how impressed he was with the amount of information Heider gathered for this. This is in cooperation with the school district, so there are some elements that are more in tune with what the school district will do. Successful Safe Routes to School Plans find a champion in each school to drive the efforts. As we look to redo streets or apply for grants, we will look to this plan.

Martens said it is good to see this plan come to fruition as he vaguely remembers starting to talk about it in 2018. He likes that this is one of the items that will be taken into consideration when looking at street reconstruction projects. Even though this targets kids walking to school, good pedestrian and bike routes positively impact all of the community.

Henke asked if adopting the plan holds the City to completing the recommendations or upgrades. Heider indicated it is a guide; the City is not bound to do any of the recommendations.

Martens moved to adopt the Safe Routes to School Plan. Seconded by Neal and the motion passed 5-0.

Discussion and possible action on approval of revised Green Tree Meadows Preliminary Plat

This committee and Council approved the original Green Tree Meadows Preliminary Plat. There was one concern with the preliminary plat where there were 4 long lots off 72nd Avenue, each with driveways onto 72nd Avenue. The City has agreed to sell land to Green Tree which allows enough room for the developer to put a road in with one entry onto 72nd Avenue. There is another minor change to straighten Cherrywood Drive. Minor changes can be made from the preliminary plat to the final plat. The City Surveyor felt that since land was being added to the plat, the preliminary plat should be revised.

Neal moved to accept the revised preliminary plat. Seconded by Larson and the motion passed 5-0.

Adjourn

Neal moved to adjourn the meeting. Martens seconded and the motion carried 5-0. Meeting adjourned at approximately 6:45 p.m.

Agenda Item No.

1B

STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Robert W. Monk Gardens at 1800 North 1st Avenue

BACKGROUND

Monk Botanical Gardens is proposing improvements to the property located at 1901 N. 4th Avenue. This project will include a new parking lot, landscaped areas, and stormwater management facilities. The stormwater will be managed by the addition of two new wet retention 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 biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 24th day of April, 2024, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Robert W. Monk Gardens Inc., a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities 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: Robert W. Monk Gardens Inc.

By: Darcie E. Howard
Darcie E. Howard

By: _____

CITY OF WAUSAU:

By: _____
Doug Diny, Mayor

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 24th day of April, 2024, the above-named Darcie E. Howard and _____ of Robert W. Monk Gardens Inc, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Denise R. Krueger
Notary Public, Wisconsin
My commission: Oct 16, 2024

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Doug Diny, Mayor, and Kaitlyn Bernarde, 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: _____



THE KUBALA WASHATKO ARCHITECTS, INC.
 W61 N617 MEQUON AVENUE
 CEDARBURG, WI 53012
 P. 262.377.8039 | F. 262.377.2934

PROJECT
MONK BOTANICAL GARDENS

PHASE 1
 1800 NORTH 161ST AVE
 WAUSAU, WI 54401

OWNER
MONK BOTANICAL GARDENS
 518 SOUTH 7TH AVE
 WAUSAU, WI 54401
 P. 715.261.6264

DESIGN-BUILD CONTRACTOR
FINDORFF
 22680 HARRIER AVE
 WAUSAU, WI 54401
 P. 715.803.2222

STRUCTURAL ENGINEER
PIERCE ENGINEERS
 181 NORTH BROADWAY
 MILWAUKEE, WI 53202
 P. 414.248.8050

CIVIL ENGINEER
REI ENGINEERING
 4080 NORTH 20TH AVE
 WAUSAU, WI 54401
 P. 877.734.7746

LANDSCAPE ARCHITECT
raSmith
 221 SOUTH 2ND STREET, SUITE 100
 MILWAUKEE, WI 53204-1412
 P. 262.781.1000



REVISIONS	DATE
PERM-FS-2	03-12-2024

March 11, 2024
 REIPROJECT NUMBER
8044A

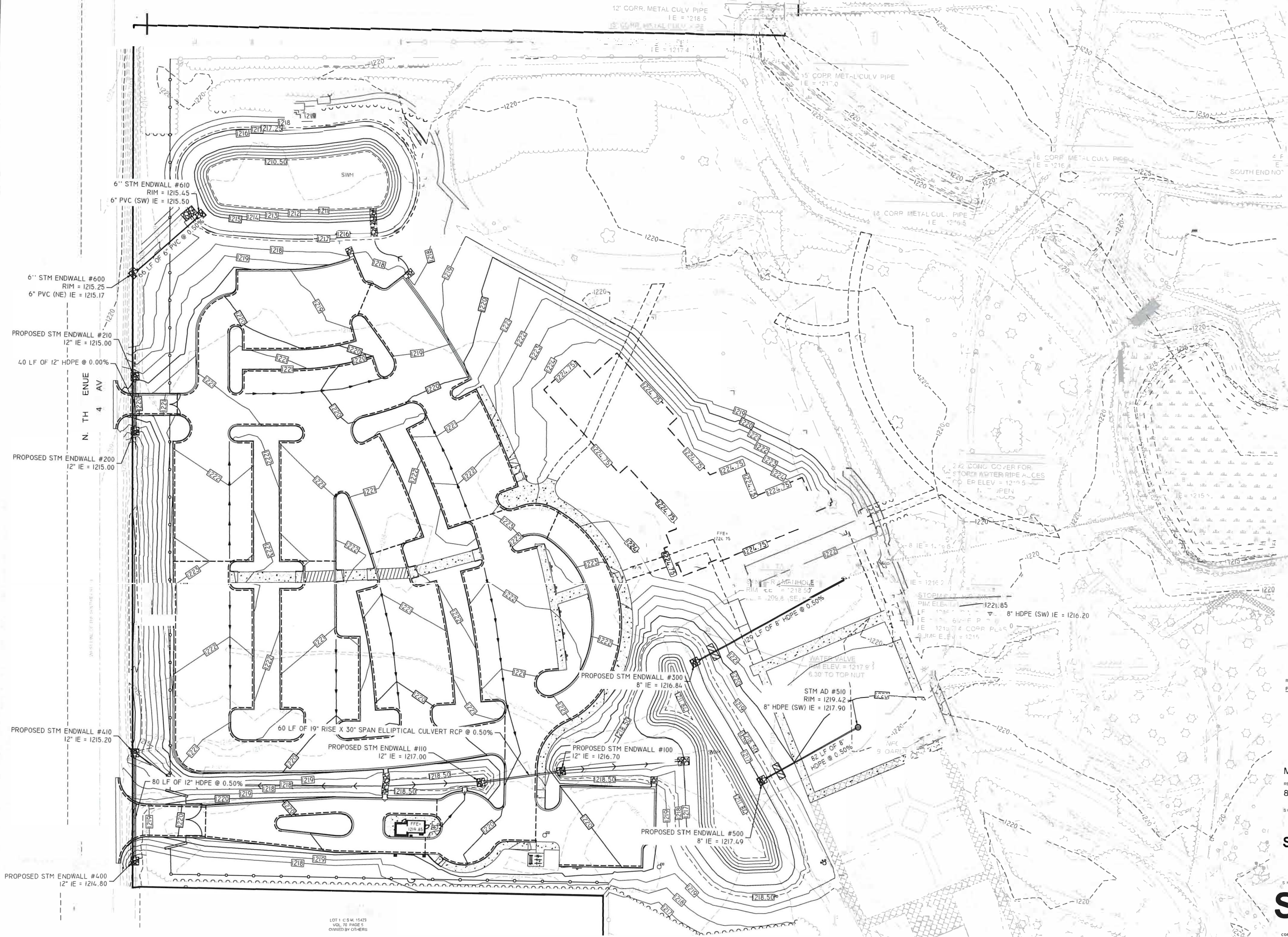
SHEET TITLE

SWM EXHIBIT A

SHEET NUMBER

SWME

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LOT 1 C.S.M. 15473
 VOL. 76 PAGE 5
 OWNED BY OTHERS

Exhibit B

Stormwater Management Facilities Maintenance Schedule & Procedures

For

Monk Botanical Gardens - Ticket Building

1800 N. 1st Ave

City of Wausau

Marathon County, WI

Property Legal Description:

Of Lot 1 and Outlot 1 of Certified Survey Map Number 8510 recorded in Volume 38 of Certified Survey Maps on Page 133 being part of the Southwest 1/4 of the Southeast 1/4, of Lot 1 of Certified Survey Map Number 8457 recorded in Volume 33 of Certified Survey Maps on Page 25 being part of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Southeast 1/4 of Section 14 located with in the City of Wausau and of Lots 8, 9, 10, 11, 12 and 13 of North Hills 2nd Addition being part of the Northwest 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 14 located in the village of Maine all in Township 29 North, Range 7 East, Marathon County, Wisconsin.

Responsible Party:

Monk Botanical Gardens

The Owner, their successors, and assigns, shall inspect and maintain the structural and non-structural measures that function to facilitate compliance with stormwater management

Maintenance Schedule and Procedures:

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

Maintenance and inspection shall be performed as follows:

- 1) **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the bioretention ponds, the ponds' outlet structures, storm sewer, and riprap on the site.
- 2) **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structures of the ponds and storm sewer pipe.
- 3) **RIPRAP:** Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
- 4) **MOWING:** Seasonally mow pond side slopes and embankments to promote aesthetics and control weed growth.
- 5) **BIORETENTION PLANTING TREATMENTS:** Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this.

- 6) **BIORETENTION ENGINEERED SOIL MIX:** Following rainfall events, verify the ability for the bioretention pond to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings within the bioretention pond may be salvaged and replanted if work is done during spring or fall. Re-planting of native vegetation may be needed to fully restore.
- 7) **SNOW PLOWING:** Do not plow snow into the bioretention ponds as this will cause premature failure of the infiltration devices.

Agenda Item No.

1C

STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

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

BACKGROUND

Aspirus is proposing improvements to the Wausau Hospital parking lot located at 333 Pine Ridge Blvd. This redevelopment project will include improvements to the parking lot, helipad, and access to the emergency room. The stormwater will be managed by additional storm sewer and the addition of an underground detention system.

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

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 21 day of May, 2024, 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 storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities 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. The CITY access to, from and across the property for any purpose allowed by this Agreement shall be conducted by CITY so as not to interfere with OWNER'S business operations. 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"

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:

By: 
 BARBARA LYNN BURNETTE

By: _____

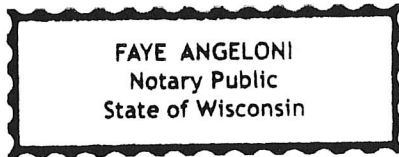
CITY OF WAUSAU:

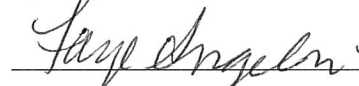
By: _____
 Katie Rosenberg, Mayor Doug Diny, Mayor

By: _____
 Leslie Kremer, Clerk Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 21 day of May, 2024, the above-named Barbara Lynn Burnette and N/A of Aspirus Wausau Hospital, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.




 Notary Public, Wisconsin
 My commission: November 19, 2027

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Doug Diny ~~Katie Rosenberg~~, Mayor, and ~~Leslie Kremer~~, Kaitlyn Bernarde, 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: _____

PROPERTY LEGAL DESCRIPTION
 THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27,
 TOWNSHIP 29 NORTH, RANGE 7 EAST AS DESCRIBED IN VOLUME 227,
 PAGE 490, IN MICROFICHE RECORDS AS DOCUMENT NUMBER 696236,
 FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE.



Stormwater Management Facilities Maintenance Schedule & Procedures
For
Aspirus Wausau Hospital Parking Expansion Project #3
333 Pine Ridge Blvd
City of Wausau
Marathon County, WI

Property Legal Description:

That part of the Southwest Quarter of Section 27, Township 29 North, Range 7 East as described in Volume 227, Page 490, in Microfiche Records as Document Number 696236, filed in the Marathon County Register of Deeds Office.

Responsible Party: Aspirus

The Owner, their successors, and assigns, shall inspect and maintain the structural and non-structural measures that function to facilitate compliance with stormwater management regulations.

Maintenance Schedule and Procedures:

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

Maintenance and inspection shall be performed as follows:

- 1) **DEBRIS:** Removal of trash and debris should be done on a regular basis to maintain aesthetics and functionality of the of the underground stormwater system, outlet control structure, and the sewer on site.
- 2) **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structures of the underground system, storm inlets, storm drains, storm manholes, and storm sewer pipe.
- 3) **UNDERGROUND STORMWATER SYSTEMS & SUMPED CATCH BASINS:** Remove accumulated sediment and/or debris from the sumped portion of the underground stormwater systems and sumped catch basins a minimum of every other year.
- 4) **MOWING:** Conduct regular mowing of greenspace areas to promote aesthetics. Keepclippings from entering storm sewer systems.

Agenda Item No.

1D

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – June 13, 2024**

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue

BACKGROUND

The Wausau School District is proposing the redevelopment of an existing multiuse field at the Wausau West High School Campus. This redevelopment project will include a new synthetic turf field as well as drainage improvements within the field.

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

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Nicksich 715-261-6748

Document No.	AGREEMENT Document Title
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AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau School District, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

Recording Area

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

PIN:

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

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities 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.

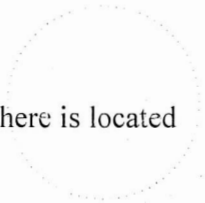
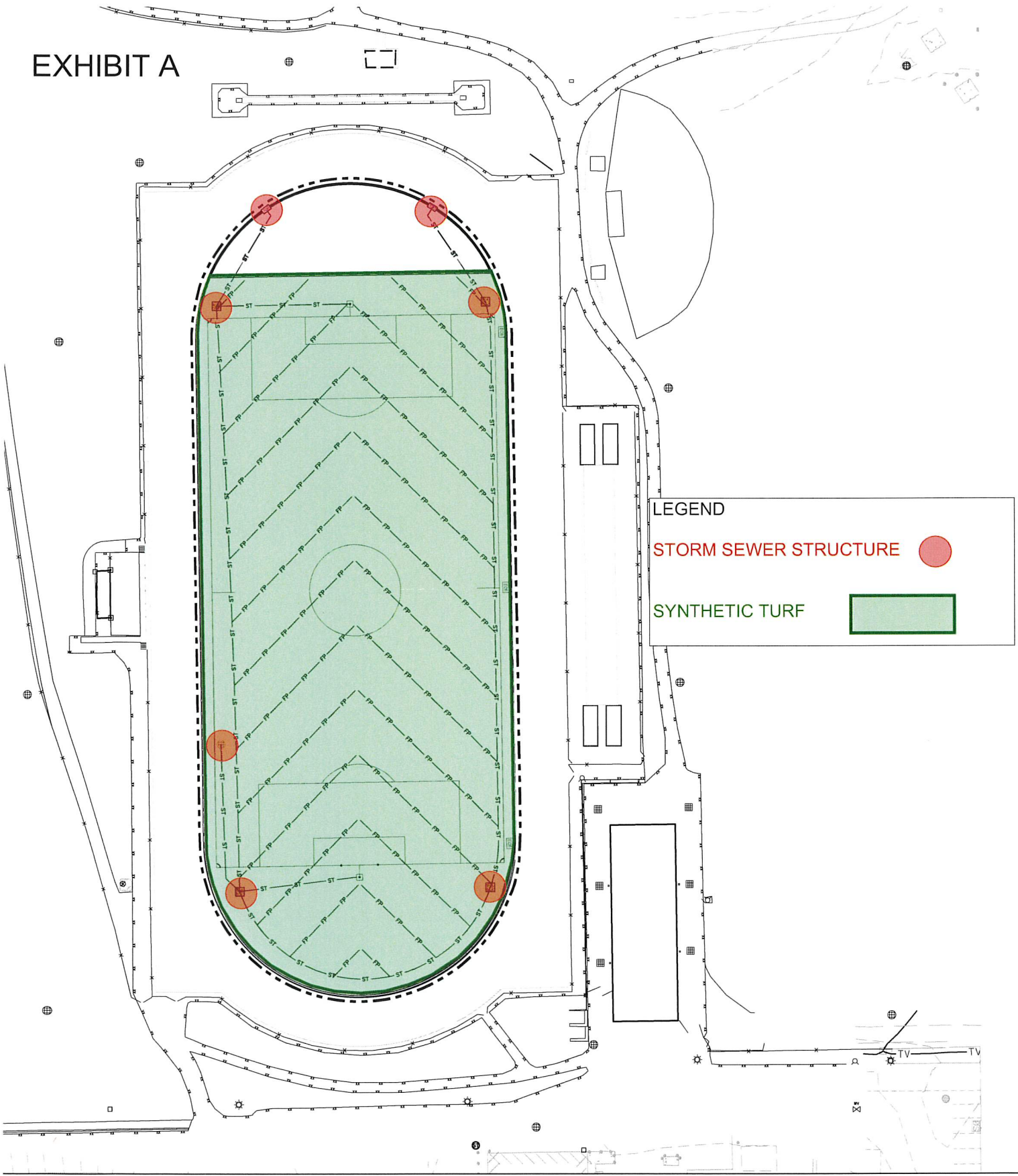


EXHIBIT A



LEGEND

STORM SEWER STRUCTURE



SYNTHETIC TURF



EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

WAUSAU WEST ATHLETIC
REDEVELOPMENT
1200 W WAUSAU AVENUE
WAUSAU, WI 54401

LOT 1 OF CSM VOL 45-173 (10921), PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ SECTION 23, TOWNSHIP 27 NORTH, RANGE 7 EAST, AND PART OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, SECTION 22, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

The Land Owner, Wausau School District, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. SYNTHETIC TURF: Brush synthetic turf in accordance with manufacturers manual. Remove foreign objects with equipment specified by manufacturer. Remove accumulated debris from tributary hard surfaces. Do not store soil on tributary hard surfaces.

Agenda Item No.

2 & 3

STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

#2 – Public Hearing: Vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11th Street on plat H.B. Huntington’s Addition to the City of Wausau, Document No. 167682)

#3 – Discussion and possible action on vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11th Street on plat H.B. Huntington’s Addition to the City of Wausau, Document No. 167682)

BACKGROUND

A petition was received to vacate the portion of right-of-way as depicted on the attached map. The public hearing will allow for testimony of the matter.

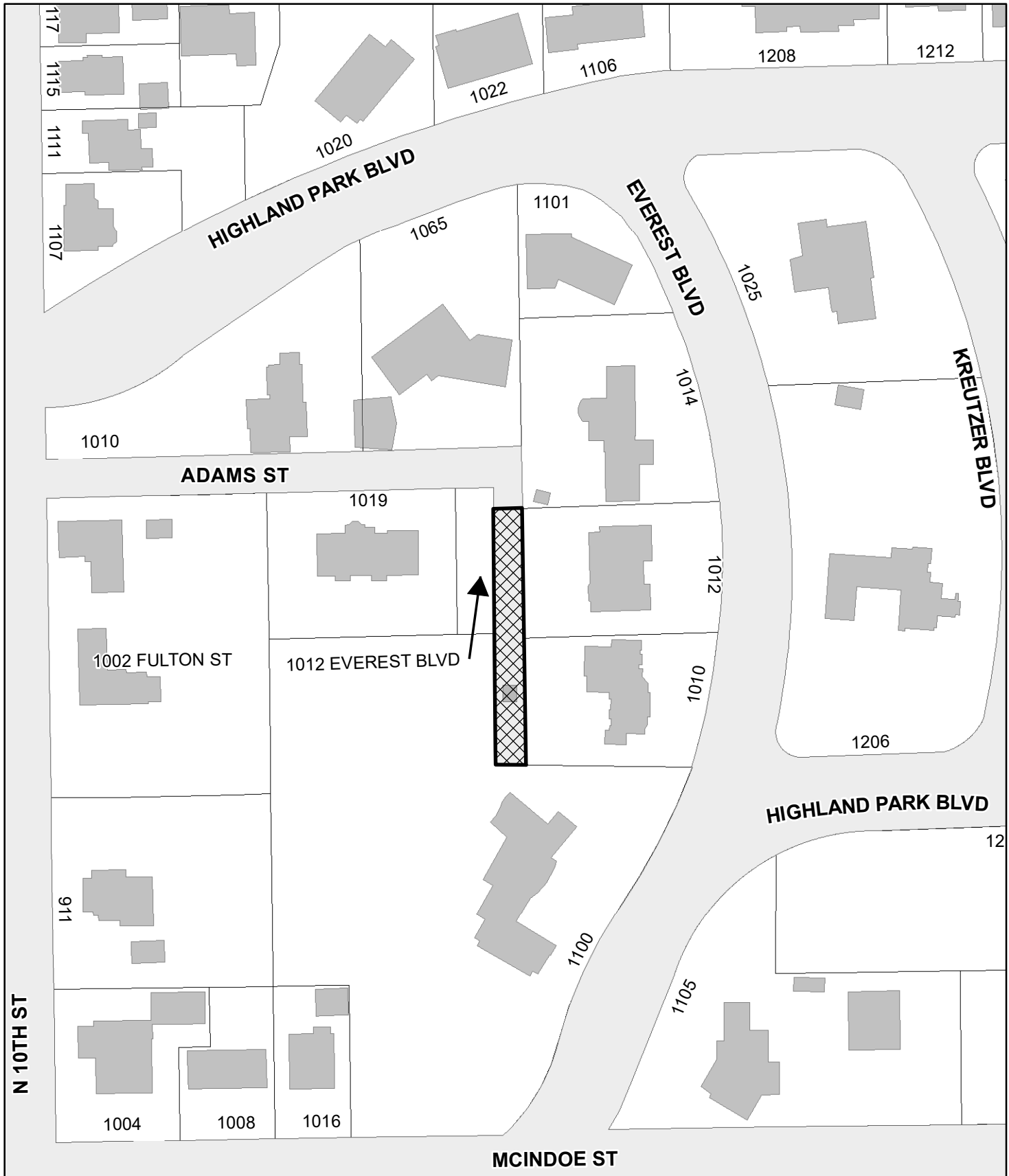
FISCAL IMPACT

Minimal, if vacated additional land will go on tax rolls.

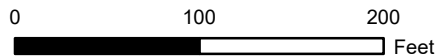
STAFF RECOMMENDATION

Staff recommends approving vacating this right-of-way if no significant objection is presented during the public hearing.

Staff contact: Allen Wesolowski 715-261-6762



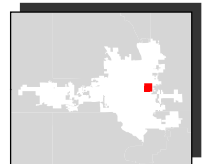
Map Date: March 21, 2024



City of Wausau
Marathon County Wisconsin

- Existing Right-of-Way
- Existing Building Footprints
- Proposed Vacation

Map Location



STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

Discussion and possible action on State/Municipal Agreement for Transportation Alternatives Program (TAP) Project - 72nd Avenue Trail South Extension, Sunnyvale Park to Stewart Avenue

BACKGROUND

WisDOT has additional funding available for FY 2024 through the Transportation Alternatives Program. The proposed use of the funds must be obligated prior to the end of the federal fiscal year, which is 9/30/2024. Typical TAP projects take 2+ years to design, so only projects that have already been designed are eligible for this additional funding.

The proposed project is the extension of the newly constructed 72nd Avenue Trail, from Sunnyvale Park to Stewart Avenue. This portion of trail was previously designed with the 72nd Avenue Trail project but was removed due to the project exceeding budget.

Project plans and specifications are currently being put together to include the trail section proposed to be constructed under this grant, which must be submitted for review prior to 7/1/2024. These costs will be 100% the responsibility of the city. Construction of the proposed project will be 80% Federal Funds and 20% the City.

The State/Municipal Agreement details the responsibilities of both the State and the City as it pertains to this project. A copy of the agreement is attached for review.

FISCAL IMPACT

Project funding will consist of an 80% (federal) / 20% (city) split, with a maximum of \$862,558 federal contribution. If all federal funds are used, this would be a total contribution from the City of \$230,639. Any additional costs would be the responsibility of the City; however, none are expected at this time.

STAFF RECOMMENDATION

Staff recommends approval of the State/Municipal Agreement.

Staff contact: TJ Niksich 715-261-6748



STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

Subprogram #: 290
 Program Name: 2024-2028
 Transportation Alternatives Program (TAP)

Date: **06/05/2024**
 I.D.: **6999-18-09/89**
 WisDOT UEI #: **CBE4JHP1S8H7**
 Project Sponsor UEI #: **TBD**
 FAIN ID: **TBD**
 Project Title: **72nd Avenue Trail South Extension**
 Location/Limit: **Sunnyvale Park to Stewart Avenue**
 Project Length (if applicable): **1,850 LF**
 Project Sponsor: **City of Wausau**
 County: **Marathon**
 MPO Area (if applicable): **Marathon County**

The signatory, the **City of Wausau**, hereinafter called the Project Sponsor, 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 transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor 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 – The proposed project is a segment of multi-use trail through Wausau’s Business Campus. The proposed segment would run along 72nd Avenue, connecting the newly built trail from Sunnyvale Park, under State Highway 29 and end at Stewart Avenue. The majority of the trail would be 10-foot wide and composed of asphalt. The proposed trail would provide a safe connection for bicycles and pedestrians.

Proposed Improvement – There are many benefits for the project, one is its location to the business campus, which would encourage those who live close enough to walk or bike to work, greatly enhancing the livability of the surrounding residential areas, improving health and safety of business campus employees, and making business wellness programs and incentives more effective. The separation of the trail from the roadway improves safety for those who utilize the multi-use pathway. Portions of the trail would be adjacent to undeveloped natural areas which will provide opportunities to enjoy nature while being physically active. The business owners and operators in the business campus also see this project as beneficial to them as having a nearby trail system would increase their ability to attract and retain employees. This proposed trail essentially extends an existing regional bicycle route and takes it through an area with a large daytime population of people.

The Project Sponsor agrees to the following State Fiscal Year 2024-2028 Transportation Alternatives Program (TAP) project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$862,558** for all federally-funded project phases when the Project Sponsor agrees to provide 20% and any funds in excess of the **\$862,558** federal funding maximum, in accordance with TAP guidelines. **Any costs related to real estate acquisitions or utility compensation is 100% locally funded.** Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: TBD

Commencement deadline: TBD

Completion deadline: TBD

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by **TBD**, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 6999-18-09					
Design	\$0	\$0	0%	\$0	100%
State Design Review	\$15,000	\$0	0%	\$15,000	100%
Design Total	\$15,000	\$0		\$15,000	
ID 6999-18-89					
Participating Construction	\$955,002	\$764,002	80%	\$191,000	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Construction Engineering	\$108,195	\$86,556	80%	\$21,639	20% + BAL
State Construction Review	\$15,000	\$12,000	80%	\$3,000	20% + BAL
Construction Total	\$1,078,197	\$862,558		\$215,639	
Total Est. Cost Distribution	\$1,093,197	\$862,558	MAX	\$230,639	N/A

*This project has a TAP federal funding maximum of \$862,558. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of: City of Wausau (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and on behalf of the State (please sign in blue ink.)	
Name (print) Shannon P. Riley	Title WisDOT NC Region Planning Chief
Signature	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. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, 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 23 U.S.C. 139 and the 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. Sec. 16.765. The Project Sponsor 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 Project Sponsor 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 Project Sponsor 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. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives 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, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- 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 Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. State Review Services
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor 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 Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have

them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation 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. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor 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, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. 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.
28. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor 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 State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the 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 Project Sponsor 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 Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.*
33. **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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. **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.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. **Non-Appropriation of Fund:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department'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 Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. 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 Project Sponsor, 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 Project Sponsor 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.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$862,558** is cumulative for all federal funded project phases.
39. Federal Redistribution Funding: If all or part of the federal share to this project consists of Federal Redistribution Funding, the Project Sponsor understands and agrees that Federal Redistribution Funding is not guaranteed. Project Sponsor understands and agrees to potentially receive Federal Redistribution Funding, Project Sponsor must meet all applicable state and federal program rules to be considered for inclusion in the department's 2024 Federal Redistribution request. Additional information relating to the 2024 Federal Redistribution Initiative can be found at the following webpage: <https://wisconsindot.gov/Pages/doing-bus/redistribution.aspx>. Failure to meet or complete with all applicable state and federal program rules may result in funding being unavailable for the project. In the event funding is not available or is not granted to a project (all types) for any reason, Project Sponsor agrees to bear all project costs incurred and will indemnify and hold harmless the State for any and all costs or liabilities associated with the same.

Agenda Item No.

5

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – June 13, 2024***

AGENDA ITEM

Discussion and possible action on parking restrictions on Norton Street east of North 1st Avenue

BACKGROUND

Management at 115 West Wausau Avenue has requested ‘No Parking’ be posted on Norton Street in the area near their sprinkler system hook up. See the attached photo for the location of the fire system hook up.

FISCAL IMPACT

Minimal, installing signs.

STAFF RECOMMENDATION

Staff recommends approving the parking restriction.

Staff contact: Allen Wesolowski 715-261-6762

Google Maps 6 Norton St

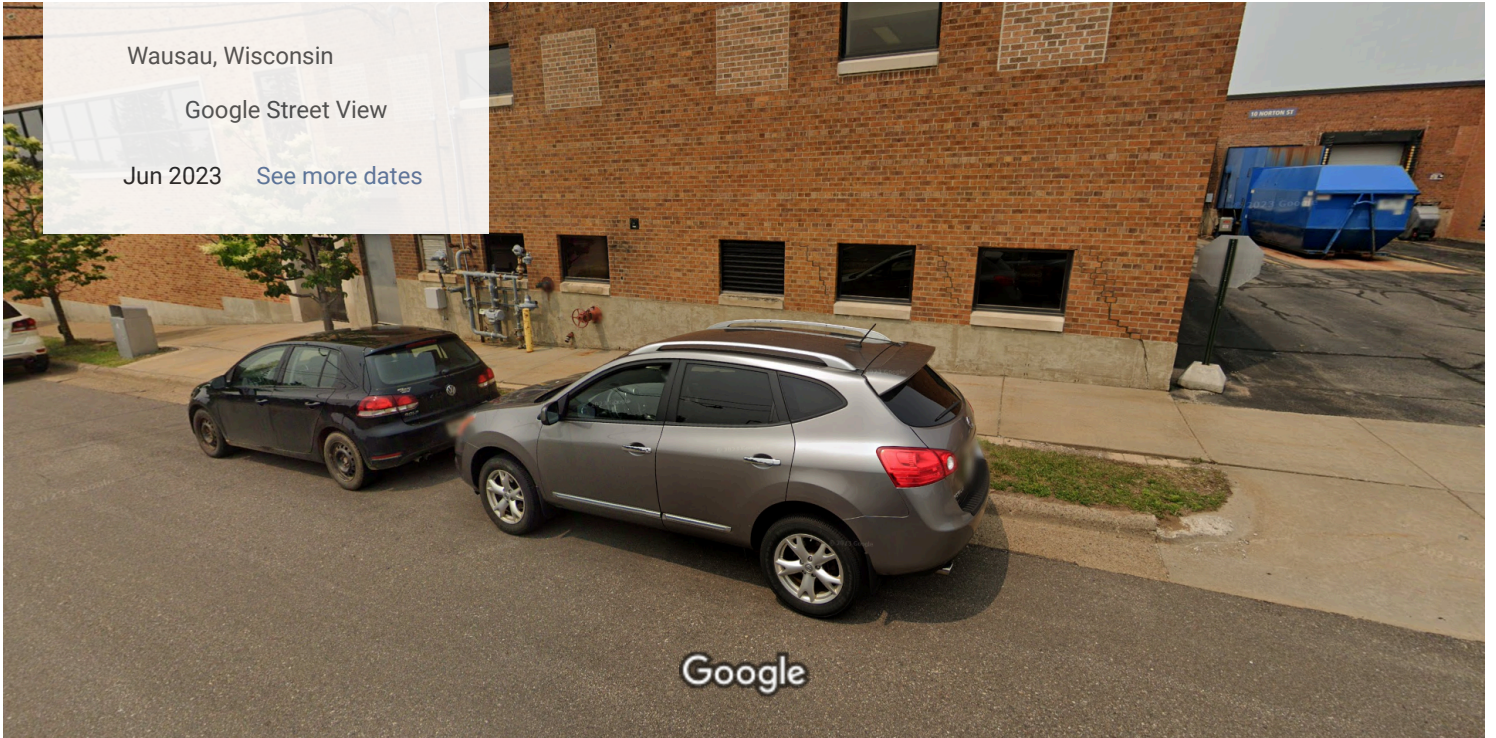


Image capture: Jun 2023 © 2024 Google

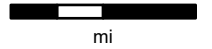


ArcGIS Web Map

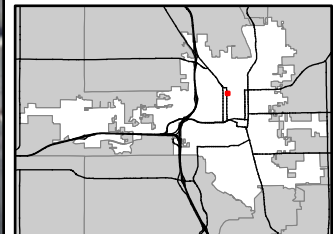
City of Wausau / DPW

Date: 6/6/2024

0 0.01 0.01

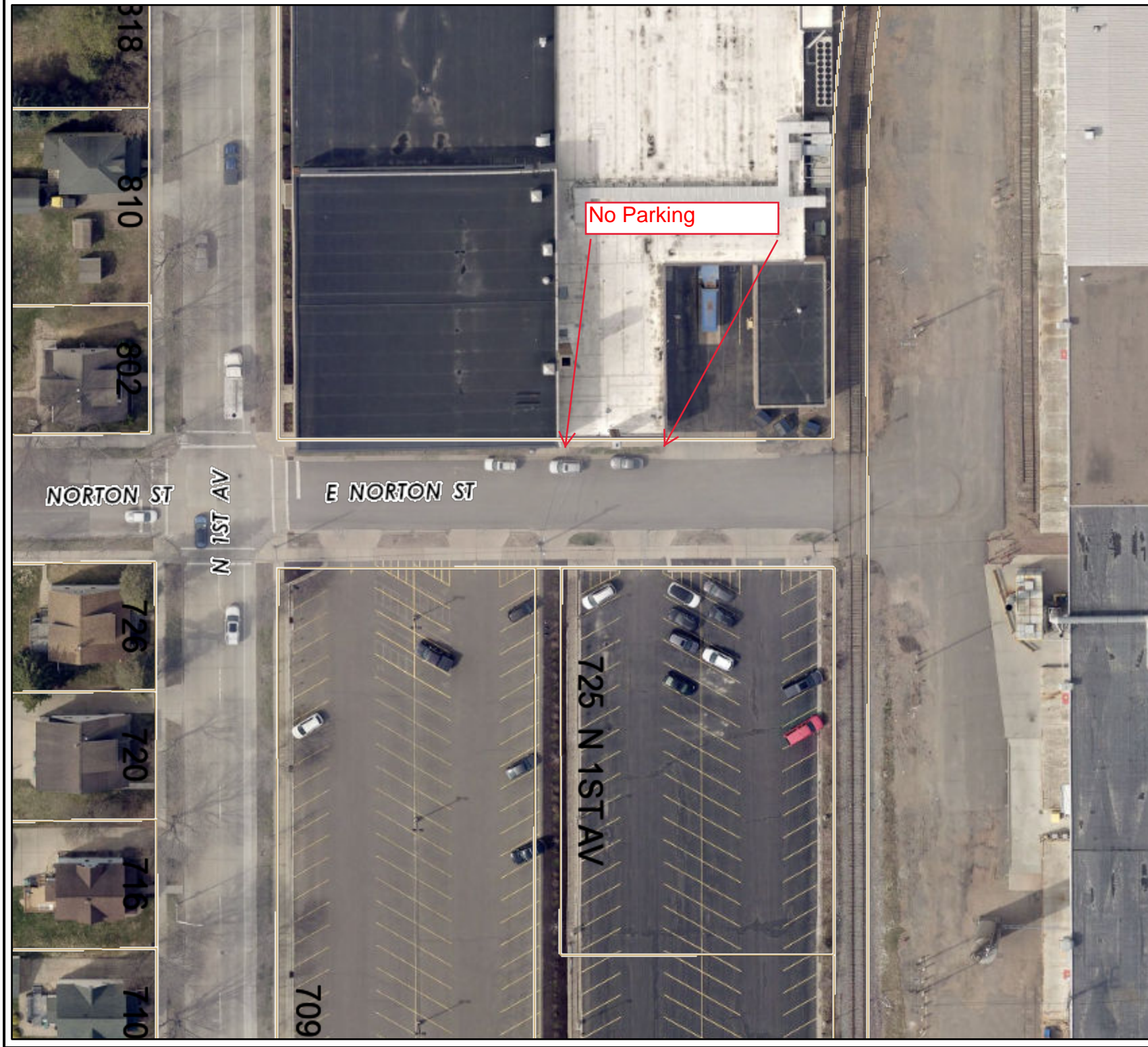


- Right Of Way
- Parcel



NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS 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. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us



No Parking

NORTON ST

N 1ST AV

E NORTON ST

725 N 1ST AV

818
810
802
726
720
716
710

709

Agenda Item No.

6

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

Discussion and possible action on parking restrictions on Stettin Drive from Stewart Avenue to 44th Avenue

BACKGROUND

Complaints about parking on both sides of Stettin Drive have been received by Engineering. Safety concerns have been the primary complaint. An email correspondence is attached.

A map of the current ‘No Parking’ signs on Stettin Drive is attached. However, the current no parking signs are not in ordinance.

FISCAL IMPACT

Minimal, installing signs.

STAFF RECOMMENDATION

Staff recommends approving the following:

- No parking on the west side of Stettin Drive from 44th Avenue to Stewart Avenue
- No parking on the east side of Stettin Drive from Stewart Avenue to 400’ north.

Staff contact: Allen Wesolowski 715-261-6762

Lori Wunsch

From: Allen Wesolowski
Sent: Friday, May 10, 2024 9:49 AM
To: Victoria Tierney; Lori Wunsch
Cc: Jamie Polley; Andrew Sims
Subject: RE: Possible no parking signs on Stettin Dr by Brockmeyer Park

Lori,

Please put this item on June IF.

Allen

-----Original Message-----

From: Victoria Tierney <Victoria.Tierney@ci.wausau.wi.us>
Sent: Tuesday, May 7, 2024 12:50 AM
To: Allen Wesolowski <Allen.Wesolowski@ci.wausau.wi.us>
Cc: Jamie Polley <Jamie.Polley@co.marathon.wi.us>
Subject: Possible no parking signs on Stettin Dr by Brockmeyer Park

Good morning Mr. Wesolowski,

I had some of my constituents ask me about no parking signs on one sign of Stettin Dr by Brockmeyer Park. Their concern is that at certain times during the summer with athletic events held at Brockmeyer Park as well as community events, and with JoJo's Jungle, many times there is over flow traffic parking on both sides of Stettin Drive. This is potentially a dangerous situation as Stettin Drive can be pretty busy. Parking on both sides of the street very much narrows the ability of traffic to pass safely through that area as it impedes visibility for traffic when cars are parked on both sides of Stettin. I don't believe people can cross Stettin safely when cars are parked on the side of Stettin Dr. opposite of the park entrance. I would propose putting the no parking signs on that side of the road so people would not have to cross Stettin Dr. to enter the park.

Can you please take a look at this situation and let me know if you think no parking signs would be warranted. I believe this is a safety issue for both drivers and those crossing Stettin Dr. to enter the park.

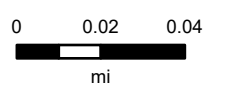
Thank you for checking into this and I'm looking forward to hearing back from you.

Best regards,

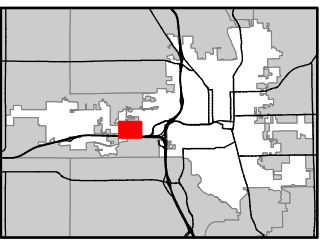
Vicki Tierney
City of Wausau
Aldersperson 9th District

City of Wausau
DPW

Date Printed: 6/6/2024



- Right Of Way
- Parcel



NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS 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. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us











Agenda Item No.

7

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

Discussion and possible action on preliminary resolution to vacate certain right-of-way along East Thomas Street abutting a portion of 700 Grand Avenue, and vacating a portion of right-of-way formerly known as 804-806 Grand Ave, 810 Grand Ave, 814 Grand Ave, and 816 Grand Ave

BACKGROUND

A map is attached showing the proposed right-of-way to be vacated. The majority of this was dedicated by a Relocation Order in 2007.

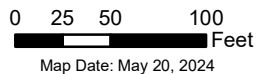
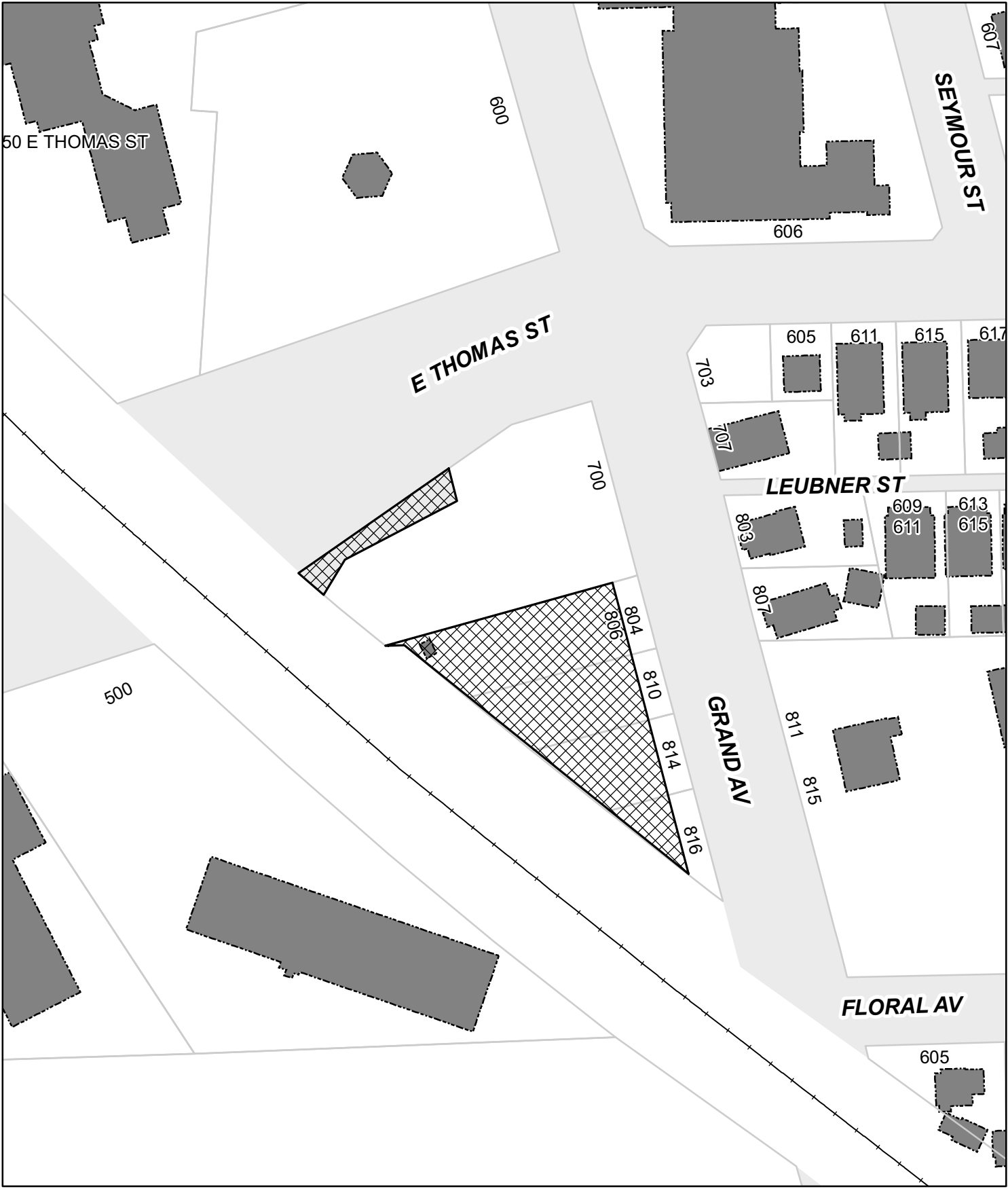
FISCAL IMPACT

Vacating this right of way will allow for the development of the parcels.

STAFF RECOMMENDATION

Staff recommends approving a preliminary resolution to vacate the right-of-way.

Staff contact: Allen Wesolowski 715-261-6762






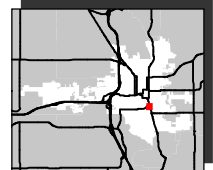
Map Date: May 20, 2024

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

-  Existing Building
-  Existing Right-of-Way
-  Proposed ROW Vacation



Agenda Item No.

8

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

Discussion and possible action on dedication of right-of-way, acceptance of a utility easement, and acceptance of easement for temporary cul-de-sac west of Old Coach Road and west of Birchwood Drive (STS Investments, LLC)

BACKGROUND

An overview map of the CSM as well as the CSM are attached for reference. Also, a letter from REI explaining the request is attached. A developers agreement will need to be approved prior to final approval of the CSM.

FISCAL IMPACT

Future building on 4 lots.

STAFF RECOMMENDATION

Staff recommends approving dedication of right-of-way, the utility easement, and the easement for a temporary cul-de-sac.

Staff contact: Allen Wesolowski 715-261-6762

May 31, 2024



City of Wausau
Attn: Allen Wesolowski
City Engineer
407 Grant Street
Wausau, WI 54403



Subject: Public Utility Extension, Certified Survey Map review, and Public Utility Easement Review, West Hill Subdivision, STS Investment, LLC Property (Sorensen)

Dear Allen,

Our team is representing STS Investment, LLC (Sid Sorensen) regarding a proposed public utility extension and minor land division adjacent to the West Hill Subdivision. The goal of the proposed improvements is to extend boosted water pressure main to serve the existing and proposed homes on Bluestone Drive and Rimrock Road. In addition, for new single-family lots will be created. We request this matter be brought before the following committees for review and approval:

- June 13, 2024 Infrastructure Committee meeting
- June 18, 2024 Planning Commission meeting
- June 25, 2024 City Council meeting

Our team has prepared the enclosed materials for review and approval:

- Preliminary Certified Survey Map depicting 4 new single-family lots, street dedications, and temporary cul-de-sacs
- Easement exhibit to address the public utilities located on private property (future Outlot proposed to be dedicated to the City to accommodate a stormwater pond)
- Preliminary Utility Plans with Overview Plan
- \$100 check for CSM review

It is our understanding that pending approval of the referenced matter, City staff will prepare a Developers Agreement to memorialize the understandings.

We look forward to presenting this information to the committees and council. Please contact us if you need any additional information to complete the review and approval of this request. Thanks in advance for your help and cooperation with this matter.

Sincerely,
REI Engineering, Inc.

Mike Mohr
Mike Mohr, PE

Enclosures

cc. Sid Sorensen, 111 Bluestone Drive, Wausau, WI 54401
Chuck Ghidorzi, Ghidorzi Construction, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: STS INVESTMENTS LLC.

LANDOWNER: STS INVESTMENTS LLC.

OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

OLD COACH ROAD

AREA DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES
8,447 SQ.FT.
0.194 ACRES

UNPLATTED LANDS OWNED BY OTHERS

EAST 1/4 CORNER SEC. 30, T29N, R7E FOUND 6"x6" STONE

OLD COACH ROAD

RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY

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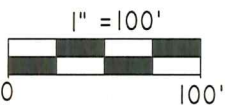
RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY

RIGHT-OF-WAY



UNPLATTED LANDS OWNED BY CLIENT ±38 ACRES REMAINING PIN 29129073040991

PROPOSED TEMPORARY CUL-DE-SAC BY SEPARATE DOCUMENT

PROPOSED 30' UTILITY EASEMENT BY SEPARATE DOCUMENT

CENTER 1/4 CORNER SEC. 30, T29N, R7E FOUND 1.0 IN. IRON REBAR

LOT 1
30,044 SQ.FT.
0.690 ACRES

LOT 12 TAMARACK VILLAGE OWNED BY OTHERS

NW 1/4 - SW 1/4 SECTION 29

POINT "A" SW CORNER OF LOT 12
SOUTHEAST CORNER OF THE NE 1/4 - SE 1/4 SEC. 30, T29N, R7E FOUND 1.25 IN. O.D. IRON PIPE

BIRCHWOOD DRIVE
AREA DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES
33,278 SQ.FT.
0.764 ACRES

UNPLATTED LANDS OWNED BY CLIENT ±34 ACRES REMAINING PIN 29129073040990

LOT 24 WEST HILL OWNED BY OTHERS

NORTH CORNER OF OUTLOT 1, CSM #15644
SW CORNER OF LOT 24

LOT 4
23,232 SQ.FT.
0.533 ACRES

LOT 3
27,161 SQ.FT.
0.624 ACRES

LOT 2
39,377 SQ.FT.
0.904 ACRES

LOT 21 WEST HILL OWNED BY OTHERS

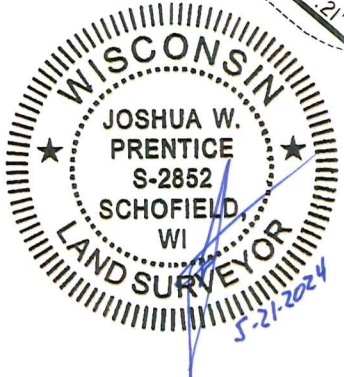
OUTLOT 1 CSM #15644 VOL. 71, PG. 68 OWNED BY OTHERS

SE. CORNER OF OUTLOT 1, CSM #15644

LOT 20 WEST HILL OWNED BY OTHERS

SW 1/4 - SW 1/4 SECTION 29

SOUTHEAST CORNER SEC. 30, T29N, R7E FOUND ALUMINUM CAPPED 3/4" REBAR



LEGEND	
	- 1-1/4 IN. IRON BAR FOUND UNLESS NOTED
	- 2 IN. O.D. IRON PIPE FOUND
	- 1-1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS./LIN. FT. SET
	- 1-1/4 IN. X 18 IN. IRON BAR WEIGHING 4.303 LBS./LIN. FT. SET
(126°)	- RECORDED BEARING/LENGTH
26.00'	- MEASURED BEARING/LENGTH

- NOTES:
- FIELD SURVEY WAS COMPLETED ON 5-10-2024.
 - BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 01°07'43" EAST.
 - THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: STS INVESTMENTS LLC.

LANDOWNER: STS INVESTMENTS LLC.

OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	128.40'	186.00'	39°33'04"	N48°18'15"W	125.86'
C2	91.59'	120.00'	43°43'48"	S50°23'38"E	89.38'
C3	39.31'	186.00'	12°06'36"	S85°11'36"E	39.24'
C4	246.72'	270.00'	52°21'18"	N05°25'53"W	238.22'
C5	60.08'	330.00'	10°25'55"	N69°15'14"W	60.00'
C6	99.70'	330.00'	17°18'38"	S12°05'27"W	99.32'
C7	192.68'	270.00'	40°53'18"	S68°57'26"E	188.62'
C8	35.90'	186.00'	11°03'31"	N73°36'33"W	35.84'
C9	164.29'	186.00'	50°36'35"	S53°50'00"E	159.01'
C10	75.21'	186.00'	23°10'07"	S79°39'51"E	74.70'
C11	203.61'	186.00'	62°43'11"	S59°53'19"E	193.59'
C12	86.00'	330.00'	14°55'54"	S81°56'08"E	85.76'
C13	89.42'	330.00'	15°31'29"	S56°16'32"E	89.14'
C14	235.50'	330.00'	40°53'18"	S68°57'26"E	230.53'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S01°07'43"E	182.81'
L2	S89°11'23"W	98.00'
L3	N51°12'29"W	148.84'
L4	N43°00'43"E	141.46'
L5	N61°28'17"E	66.00'
L6	S01°16'14"E	68.39'
L7	N88°45'06"E	40.42'
L8	S15°53'39"E	62.57'
L9	S15°04'04"E	161.83'
L10	S64°33'49"W	195.56'
L11	N20°44'46"E	16.92'
L12	S20°44'46"W	16.92'
L13	S88°59'07"W	149.98'
L14	N49°24'21"W	187.12'
L15	N38°56'45"E	194.76'
L16	N48°30'47"W	120.00'
L17	N41°29'13"E	60.00'
L18	S48°30'47"E	283.24'
L19	S89°24'06"E	48.42'
L20	S89°24'06"E	66.19'
(L1)	(N0°20'43"W)	(183.0')
(L8)	(S17°05'38"E)	(63.01')
(L9)	(S15°02'13"E)	(182.38')
(L10)	(N64°35'41"E)	(195.32')



CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE:

RESOLVED, THAT THE CERTIFIED SURVEY MAP, IN THE CITY OF WAUSAU, STS INVESTMENTS LLC., OWNERS, IS HEREBY APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

DATE _____ APPROVED _____
MAYOR

DATE _____ SIGNED _____
MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED CERTIFIED SURVEY MAP HAS BEEN APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

CITY OF WAUSAU CLERK



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: STS INVESTMENTS LLC.

LANDOWNER: STS INVESTMENTS LLC.

OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND, PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 30; THENCE SOUTH 01°07'43" EAST, COINCIDENT WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1,131.10 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD, THE NORTHWEST CORNER OF LOT 12 OF TAMARACK VILLAGE SUBDIVISION, RECORDED IN CABINET 1, ON PAGE 179, AS DOCUMENT NUMBER 867297, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°07'43" EAST, COINCIDENT WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 182.81 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, THE SOUTHWEST CORNER OF SAID LOT 12 OF TAMARACK VILLAGE SUBDIVISION AND A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 89°11'24" WEST, COINCIDENT WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 98.00 FEET; THENCE NORTH 51°12'29" WEST, 148.84 FEET; THENCE NORTH 43°00'43" EAST, 141.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 128.40 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 186.00 FEET, A CENTRAL ANGLE OF 39°33'04", AND A CHORD THAT BEARS NORTH 48°18'15" WEST, FOR A DISTANCE OF 125.86 FEET; THENCE NORTH 61°28'17" EAST, 66.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 91.59 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 120.00 FEET, A CENTRAL ANGLE OF 43°43'48", AND A CHORD THAT BEARS SOUTH 50°23'38" EAST, FOR A DISTANCE OF 89.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID OLD COACH ROAD; THENCE SOUTH 01°16'14" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID OLD COACH ROAD, 68.39 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 39.31 FEET COINCIDENT WITH THE ARC OF SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD, SAID CURVE HAVING A RADIUS LENGTH OF 186.00 FEET, A CENTRAL ANGLE OF 12°06'36", AND A CHORD THAT BEARS SOUTH 85°11'36" EAST, FOR A DISTANCE OF 39.24 FEET; THENCE NORTH 88°45'06" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD, 40.42 FEET TO THE POINT OF BEGINNING;

AND;
BEGINNING AT AFOREMENTIONED POINT "A"; THENCE SOUTH 00°59'29" EAST, COINCIDENT WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, 181.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE, THE NORTH CORNER OF SAID OUTLOT 1, THE SOUTHWEST CORNER OF LOT 24 OF THE WEST HILL SUBDIVISION, RECORDED IN CABINET 3, ON PAGE 345, AS DOCUMENT NUMBER 1399224, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 15°53'39" EAST, COINCIDENT WITH THE EAST LINE OF SAID OUTLOT 1, 62.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 21 OF WEST HILL SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF SAID BIRCHWOOD DRIVE; THENCE SOUTH 15°04'04" EAST, COINCIDENT WITH SAID EAST LINE OF OUTLOT 1, 161.83 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 1; THENCE SOUTH 64°33'49" WEST, COINCIDENT WITH THE NORTH LINE OF OUTLOT 2 OF SAID CERTIFIED SURVEY MAP NUMBER 15644, 195.56 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 2 AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 246.72 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 270.00 FEET, A CENTRAL ANGLE OF 52°21'18", AND A CHORD THAT BEARS NORTH 05°25'53" WEST, FOR A DISTANCE OF 238.22 FEET; THENCE NORTH 20°44'46" EAST, 16.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 60.08 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 330.00 FEET, A CENTRAL ANGLE OF 10°25'55", AND A CHORD THAT BEARS NORTH 69°15'14" WEST, FOR A DISTANCE OF 60.00 FEET; THENCE SOUTH 20°44'46" WEST, 16.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 99.70 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 330.00 FEET, A CENTRAL ANGLE OF 17°18'38", AND A CHORD THAT BEARS SOUTH 12°05'27" WEST, FOR A DISTANCE OF 99.32 FEET; THENCE SOUTH 88°59'07" WEST, 149.98 FEET; THENCE NORTH 49°24'21" WEST, 187.12 FEET; THENCE NORTH 38°56'45" EAST, 194.76 FEET; THENCE NORTH 48°30'47" WEST, 120.00 FEET; THENCE NORTH 41°29'13" EAST, 60.00 FEET; THENCE SOUTH 48°30'47" EAST, 283.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 192.68 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 270.00 FEET, A CENTRAL ANGLE OF 40°53'18", AND A CHORD THAT BEARS SOUTH 68°57'26" EAST, FOR A DISTANCE OF 188.62 FEET; THENCE SOUTH 89°24'06" EAST, 48.42 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE, SAID SOUTHWEST CORNER OF LOT 24 OF WEST HILL SUBDIVISION, SAID NORTH CORNER OF OUTLOT 2, AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCELS OF LAND CONTAINS 161,539 SQUARE FEET, 3.709 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF STS INVESTMENTS LLC., AGENT OF SAID PARCELS.

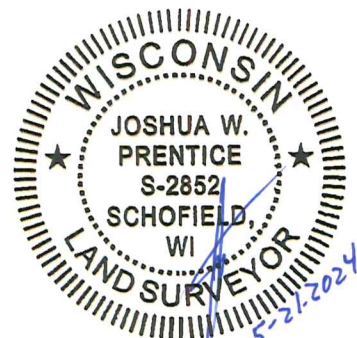
THAT SAID PARCELS ARE SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

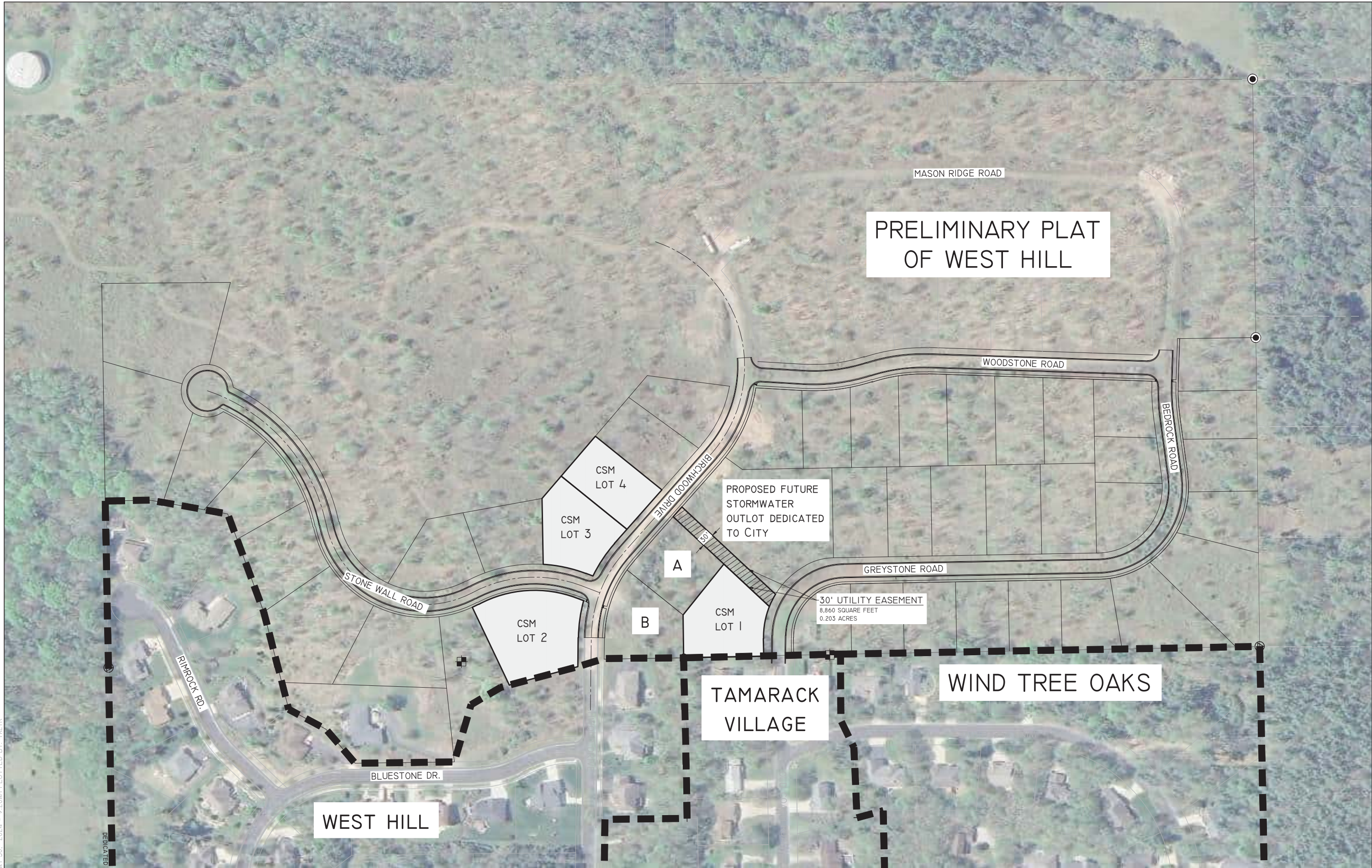
THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCELS, AND OF THE DIVISION THEREOF MADE.

DATED THIS 21ST DAY OF MAY 2024

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852



DRAWING FILE: P:\3000-3099\3029C - WEST HILL SUBDIVISION UTILITY EXTENSION\Drawings\3029C-C020-OVERLAY.dwg LAYOUT: C020 PLOTTED: MAY 30, 2024 - 9:20AM PLOTTED BY: TREYK



**PRELIMINARY PLAT
OF WEST HILL**

**TAMARACK
VILLAGE**

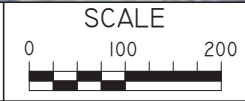
WIND TREE OAKS

WEST HILL

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



**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**



DATE	ISSUANCE	BY	CHKD	SURVEYED BY: DJG, HLP	DESIGNED BY:	SURVEY DATE: 02/01/24
				SURVEY CHKD BY: JWP	CIVIL CHKD BY:	CIVIL DATE:
				SURVEY APVD BY: JWP	CIVIL APVD BY:	DRAWN BY: NAP

OVERVIEW PLAN
STS INVESTMENTS
OLD COACH RD. - BIRCHWOOD DR.
WAUSAU, WISCONSIN 54401

REI
REI No. 3029C
SHEET C020

Agenda Item No.

9

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – June 13, 2024***

AGENDA ITEM

Discussion and possible action on the closing of 28th Avenue from Madonna Drive to Mary Ann Lane

BACKGROUND

At the last meeting staff discussed the design alternatives for 28th Avenue which is due to be reconstructed in 2026. This committee expressed the interest to further discuss closing 28th Avenue this year. Staff would like to discuss this and get direction.

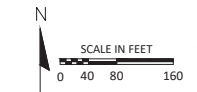
FISCAL IMPACT

Minimal, the reconstruction in 2026 will be the large fiscal impact.

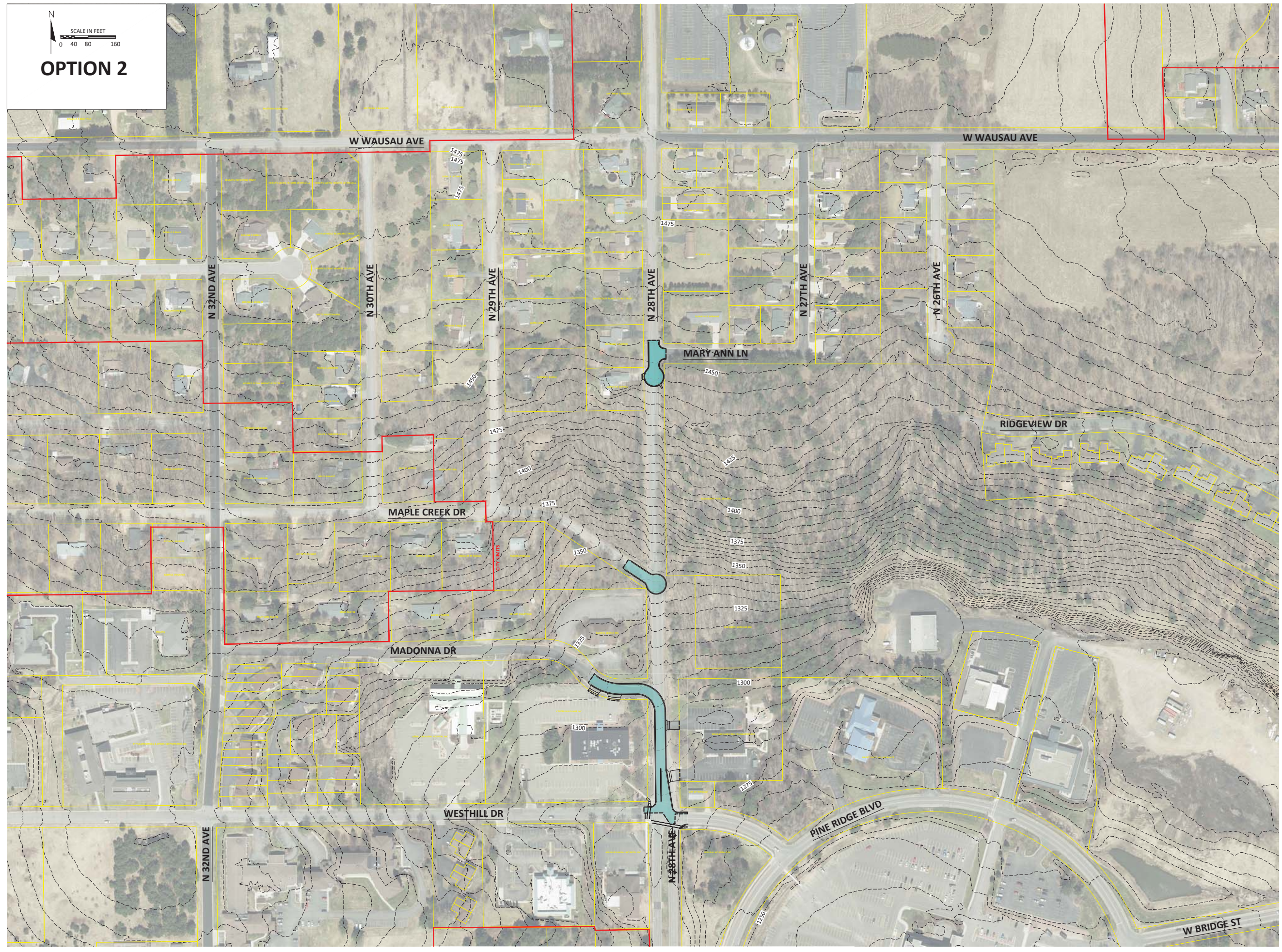
STAFF RECOMMENDATION

None.

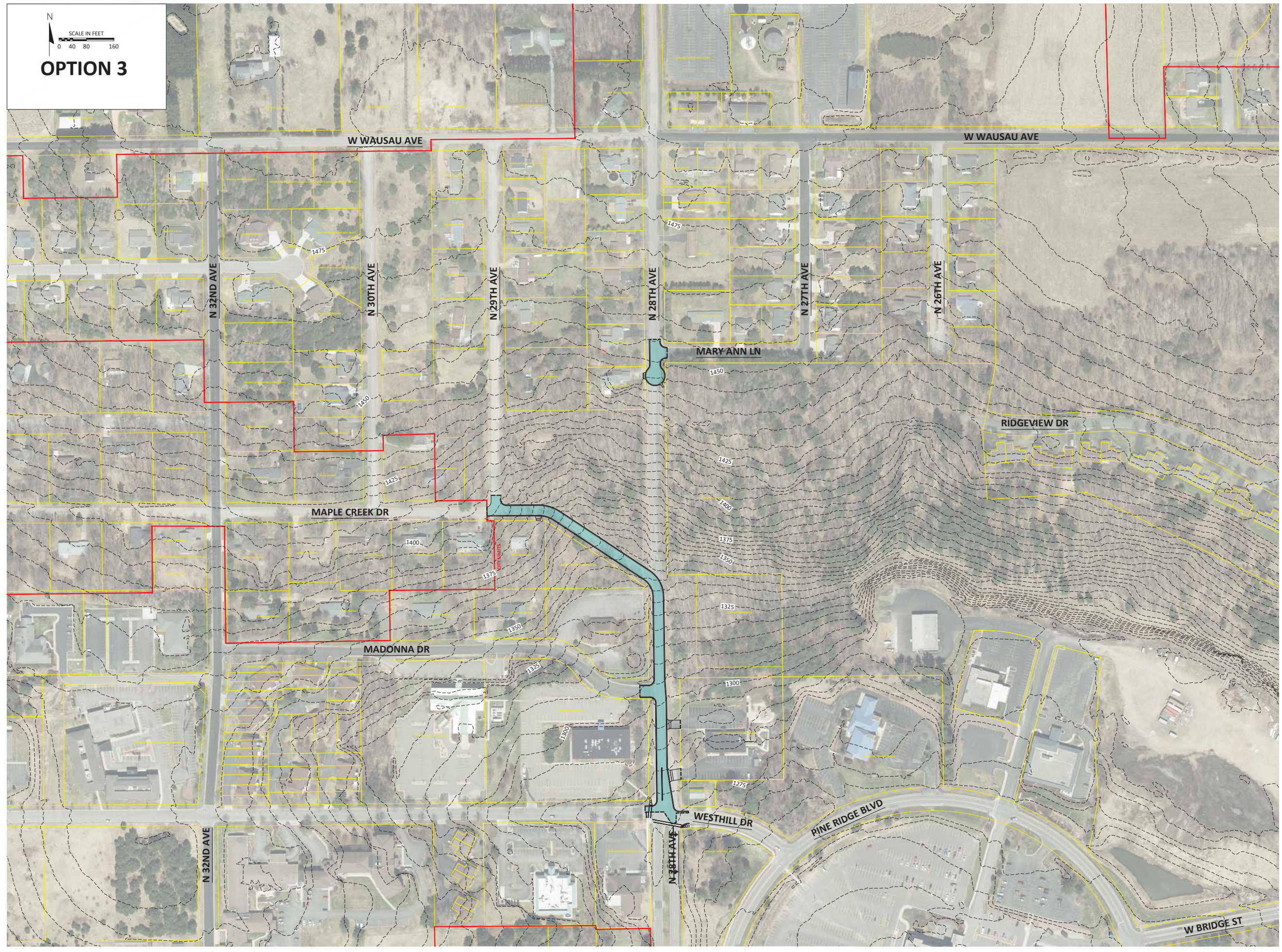
Staff contact: Allen Wesolowski 715-261-6762



OPTION 2



N
SCALE IN FEET
0 40 80 160
OPTION 3



Agenda Item No.

10

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

Discussion and possible action on amending annexation ordinance no. 497-93E (annexing territory from Town of Weston to City of Wausau – Greenwood Hills)

BACKGROUND

It has been brought to the city’s attention by the County that the legal description for the subject annexation is in error. The east right-of-way of Poplar Lane is actually 24.75 feet and not 41.25 feet as recorded in the legal description of the annexation ordinance.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approving the amended ordinance.

Staff contact: Allen Wesolowski 715-261-6762

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the First Aldermanic District and the Second Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

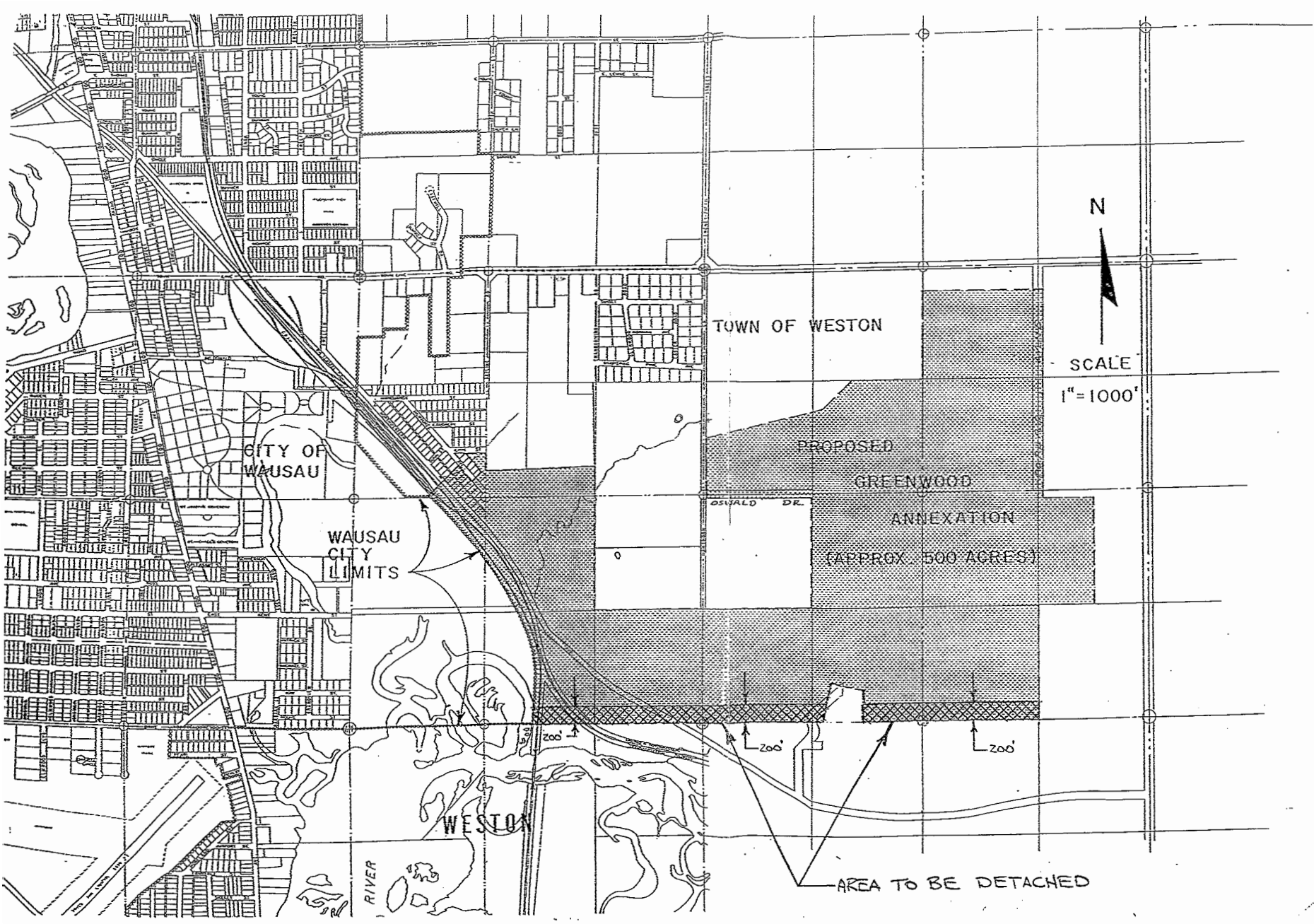
Kaitlyn A. Bernarde, Clerk

GREENWOOD ANNEXATION

A parcel of land comprised of the SW1/4 of the NE1/4, the NW1/4 of the SE1/4, the SW1/4 of the SE1/4, the NE1/4 of the SW1/4, the SE1/4 of the SW1/4, the SW1/4 of the SW1/4, part of the NE1/4 of the SE1/4, part of the NW1/4 of the NE1/4, part of the NE1/4 of the NE1/4, part of the SE1/4 of the NE1/4, part of the SE1/4 of the NW1/4, part of the SW1/4 of the NW1/4, and part of the NW1/4 of the SW1/4, in Section 5, the SE1/4 of the SE1/4, part of the SW1/4 of the NE1/4, part of the NW1/4 of the SE1/4, part of the SW1/4 of the SE1/4, part of the S1/2 of the NW fractional 1/4, and part of the N1/2 of the SW fractional 1/4, in Section 6, all in Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Beginning at the intersection of the South line of said Section 6 and the Westerly right-of-way line of the Wisconsin Central Railroad; thence East to the Southeast corner of said Section 6; thence East along the South line of said Section 5, to a point 1138.32 feet West of the South 1/4 corner of said Section 5; thence N15°00'00"E, 424.60 feet; thence S78°00'00"E, 404.60 feet; thence S8°00'00"W, 329.10 feet to a point on the South line of the said SE1/4 of the SW1/4 of said Section 5; thence East to the South 1/4 corner of said Section 5; thence East to the Southeast corner of the said SW1/4 of the SE1/4; thence North to the Southwest corner of the West 1/2 of the said NE1/4 of the SE1/4 of Section 5; thence East to the Southeast corner of the said West 1/2; thence North along the East line of the said West 1/2 to a point 24.75 feet South of the Northeast corner of the said West 1/2; thence West parallel with the North line of the said West 1/2 to a point 24.75 feet East of the West line of the said West 1/2; thence North, parallel with the West line of the said West 1/2 to the South line of the said SE1/4 of the NE1/4 of Section 5; thence North parallel with the West lines of the said SE1/4 and the said NE1/4 of the NE1/4 of Section 5, to a point 200.00 feet South of the South right-of-way line of County Trunk Highway "N"; thence West, parallel with the said South right-of-way line, to the West line of the said NW1/4 of the NE1/4 of Section 5; thence South to the Southwest corner of the said NW1/4; thence S89°46'38"W along the North line of the said SE1/4 of the NW1/4 of Section 5, and also being on the South line of the parcel shown and described on Certified Survey Map Number 6095 recorded in Volume 22 of Marathon County Certified

Survey Maps on page 173, 923.87 feet; thence $S36^{\circ}57'20''W$, 558.09 feet; thence $S73^{\circ}54'51''W$, 841.61 feet; thence $S81^{\circ}56'22''W$, 548.57 feet to the East right-of-way line of Hawthorne Lane; thence South along the said East right-of-way line, to the South right-of-way line of Oswald Road; thence East along the said South right-of-way line, to the East line of the said NW1/4 of the SW1/4 of Section 5; thence South to the Southeast corner of the said NW1/4; thence West to the Southwest corner of the said NW1/4; thence West to the Southeast corner of the said NW1/4 of the SE1/4 of Section 6; thence North to the Northeast corner of the said NW1/4; thence North along the East line of the said SW1/4 of the NE1/4 of Section 6, to the Northeast corner of Lot 1 of Certified Survey Map Number 5048 recorded in Volume 18 of Marathon County Certified Survey Maps on page 216; thence $N89^{\circ}33'25''W$, parallel with the South line of the said SW1/4, to the West line of the said SW1/4; thence North along the West line of the said SW1/4, to the Northeast corner of Lot 9, Block 4, of Spencer and Willard's Plat of Wausau Junction; thence West to the Northwest corner of said Lot 9; thence Southeast to the most Northerly corner of Lot 7, of said Block 4; thence Southwesterly along the Northwesterly line of said Lot 7 and its extension, to a point on the Northeasterly line of Block 5, of "Spencer and Willard's Plat of Wausau Junction"; thence Northwesterly to the most Northerly corner of Lot 24 of said Block 5; thence Southwesterly along the Northwesterly lines of Lot 24 and Lot 5 of said Block 5 and their extension, to the Southwesterly right-of-way line of the Wisconsin Central Railroad; thence Southeasterly along said right-of-way, to the point of beginning.



Attorney

CITY OF WAUSAU

407 Grant Street
Wausau, WI 54401-4783

AN ORDINANCE: Capital Improvements & Street Maintenance and Plan Commission

Re: Annexing territory from the Town of Weston to the City of Wausau

(Greenwood Hills)

FILE NO.	93-0918
Ordinance No.	497-93E
Introduced	10/7/93
Referred	
Adopted	10/7/93
Other	
Committee/Commission Action	

RECEIVED

OCT 12 1993

CITY ATTORNEY
WAUSAU, WIS.

AN ORDINANCE

The Common Council of the City of Wausau do ordain as follows:

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by William M. Greenwood, Secretary of Greenwood Hills Corp.; Gerald R. Meuret and Delores D. Meuret for the Meuret Trust; Charles J. Meuret; Patrick W. Bogan; Claude G. Steckbauer; DeAnn R. Steckbauer; Joyce Schuld; and Leo A. Schuld, constituting 100 percent of the electors within and 100 percent of the owners of the land now located in the Town of Weston, Marathon County, Wisconsin, residing therein, the following described land is hereby annexed to the City of Wausau:

SEE ATTACHED LEGAL DESCRIPTION

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the First Aldermanic District and the Second Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

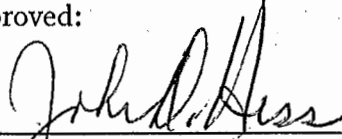
Section 5. The State of Wisconsin, Department of Development, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this

ordinance, which can be given effect without the invalid or unconstitutional provision or application.

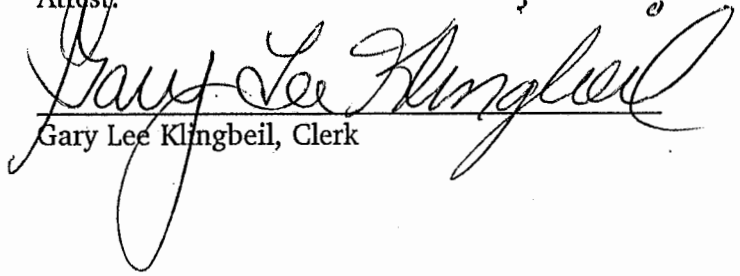
Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Approved:



John D. Hess, Mayor

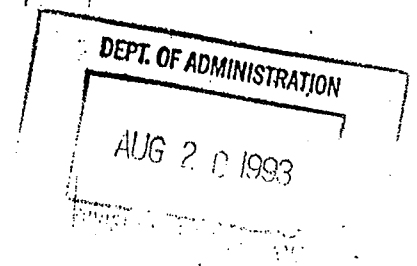
Attest:



Gary Lee Klingbeil, Clerk

Adopted: 10/07/93
Approved: 10/08/93
Published: 10/13/93
Attest: 10/08/93

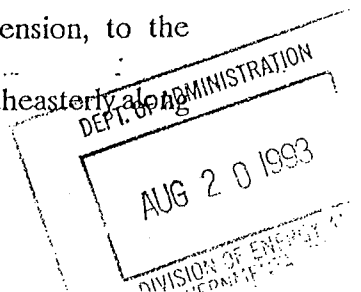
GREENWOOD ANNEXATION



A parcel of land comprised of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, in Section 5, the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, part of the S $\frac{1}{2}$ of the NW fractional $\frac{1}{4}$, and part of the N $\frac{1}{2}$ of the SW fractional $\frac{1}{4}$, in Section 6, all in Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Beginning at the intersection of the South line of said Section 6 and the Westerly right-of-way line of the Wisconsin Central Railroad; thence East to the Southeast corner of said Section 6; thence East along the South line of said Section 5, to a point 1138.32 feet West of the South $\frac{1}{4}$ corner of said Section 5; thence N15°00'00"E, 424.60 feet; thence S78°00'00"E, 404.60 feet; thence S8°00'00"W, 329.10 feet to a point on the South line of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 5; thence East to the South $\frac{1}{4}$ corner of said Section 5; thence East to the Southeast corner of the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North to the Southwest corner of the West $\frac{1}{2}$ of the said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5; thence East to the Southeast corner of the said West $\frac{1}{2}$; thence North along the East line of the said West $\frac{1}{2}$ to a point 24.75 feet South of the Northeast corner of the said West $\frac{1}{2}$; thence West parallel with the North line of the said West $\frac{1}{2}$ to a point 41.25 feet East of the West line of the said West $\frac{1}{2}$; thence North, parallel with the West line of the said West $\frac{1}{2}$ to the South line of the said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5; thence North parallel with the West lines of the said SE $\frac{1}{4}$ and the said

NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, to a point 200.00 feet South of the South right-of-way line of County Trunk Highway "N"; thence West, parallel with the said South right-of-way line, to the West line of the said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5; thence South to the Southwest corner of the said NW $\frac{1}{4}$; thence S89°46'38"W along the North line of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5, and also being on the South line of the parcel shown and described on Certified Survey Map Number 6095 recorded in Volume 22 of Marathon County Certified Survey Maps on page 173, 923.87 feet; thence S36°57'20"W, 558.09 feet; thence S73°54'51"W, 841.61 feet; thence S81°56'22"W, 548.57 feet to the East right-of-way line of Hawthorne Lane; thence South along the said East right-of-way line, to the South right-of-way line of Oswald Road; thence East along the said South right-of-way line, to the East line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5; thence South to the Southeast corner of the said NW $\frac{1}{4}$; thence West to the Southwest corner of the said NW $\frac{1}{4}$; thence West to the Southeast corner of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6; thence North to the Northeast corner of the said NW $\frac{1}{4}$; thence North along the East line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, to the Northeast corner of Lot 1 of Certified Survey Map Number 5048 recorded in Volume 18 of Marathon County Certified Survey Maps on page 216; thence N89°33'25"W, parallel with the South line of the said SW $\frac{1}{4}$, to the West line of the said SW $\frac{1}{4}$; thence North along the West line of the said SW $\frac{1}{4}$, to the Northeast corner of Lot 9, Block 4, of Spencer and Willard's Plat of Wausau Junction; thence West to the Northwest corner of said Lot 9; thence Southeast to the most Northerly corner of Lot 7, of said Block 4; thence Southwesterly along the Northwesterly line of said Lot 7 and its extension, to a point on the Northeasterly line of Block 5, of "Spencer and Willard's Plat of Wausau Junction"; thence Northwesterly to the most Northerly corner of Lot 24 of said Block 5; thence Southwesterly along the Northwesterly lines of Lot 24 and Lot 5 of said Block 5 and their extension, to the Southwesterly right-of-way line of the Wisconsin Central Railroad; thence Southeasterly along



said right-of-way, to the point of beginning.

DEPT. OF ADMINISTRATION
AUG 20 1993
DIVISION OF ENERGY AND
INTERGOVERNMENTAL RELATIONS

Agenda Item No.

11

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – June 13, 2024**

AGENDA ITEM

Discussion and possible action on amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau – Gilbertson – Poplar Lane)

BACKGROUND

It has been brought to the city’s attention by the County that the legal description for the subject annexation is in error. The east right-of-way of Poplar Lane is actually 24.75 feet and not 41.25 feet as recorded in the legal description of the annexation ordinance.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approving the amended ordinance.

Staff contact: Allen Wesolowski 715-261-6762

**JOINT ORDINANCE OF INFRASTRUCTURE AND FACILITIES COMMITTEE AND
PLAN COMMISSION**

Amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau - Gilbertson - Poplar Lane)

Committee Action: I&F _____
Plan _____

Ordinance Number: 497-01L

Fiscal Impact: None

File Number: 01-1024

Date Introduced: July 9, 2024

WHEREAS, the Common Council approved annexing territory from the Town of Weston to the City of Wausau owned by Eugene A. and Lois A. Gilbertson located on Poplar Lane on December 11, 2001; and

WHEREAS, it has come to the city's attention that the east right-of-way of Poplar Lane is actually 24.75 feet and not 41.25 feet as recorded in the legal description of the annexation ordinance dated December 11, 2001; and

WHEREAS, the County GIS will not correct their maps until a correction is made by the City; and

WHEREAS, on June 13, 2024, your Infrastructure and Facilities Committee recommended amending the annexation ordinance to reflect the correct footage on Poplar Lane; and

WHEREAS, on June 18, 2024, your Plan Commission recommended amending the annexation ordinance to reflect the correct footage on Poplar Lane.

NOW, THEREFORE, the Common Council of the City of Wausau do ordain as follows:

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Eugene A. Gilbertson and Lois A. Gilbertson, sole owners of the land now located in the Town of Weston, Marathon County, Wisconsin, there being no electors residing therein, the following described land is hereby annexed to the City of Wausau:

SEE ATTACHED

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the 2nd Aldermanic District and the 6th Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

PROPOSED ANNEXATION

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 5, Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the East right-of-way of Poplar Lane, said right-of-way being 24.75 feet East of the West line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, said point also being on the existing boundary of the City of Wausau, the point of beginning;

Thence East, along the South line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, to the Westerly right-of-way of Camp Phillips Road as described in Document No. 1164412 recorded in the office of Register of Deeds of Marathon County; thence Northerly, along said Westerly right-of-way, to the North line of the South 330 feet of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence West, along said North line, to said East right-of-way of Poplar Lane, also being on said existing boundary of the City of Wausau; thence South, along said East right-of-way and along said existing boundary of the City of Wausau, to said South line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, the point of beginning.

07/11/2001



SCALE IN FEET

0 125 250 500



TOWN of WAUSAU

PROPOSED ANNEXATION (1905 POPLAR LANE - GILBERTSON)

DWG FILE NAME: H:\DWG\PROJ\0399-ANN.dwg

TOWNLINER ROAD

COUNTY ROAD N

GREENWOOD HILLS GOLF COURSE

NW-NE

NE-NE

LINKS DRIVE

CITY of WAUSAU

SE-NE

TOWN of Weston

CAMP PHILLIPS ROAD

PROPOSED ANNEXATION
384,000± S.F.
9± AC.

Present City limits

Proposed New City limits

POINT OF BEGINNING

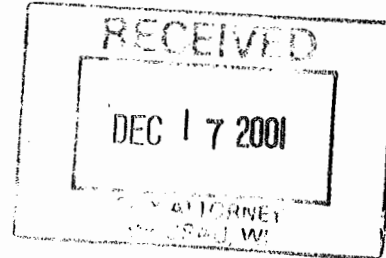
N. LINE SE-NE

41.25'

N. LINE S. 330° SE-NE

S. LINE SE-NE

CITY OF WAUSAU
 407 GRANT STREET
 WAUSAU WI 54403-4783



AN ORDINANCE OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE AND THE PLAN COMMISSION

Annexing territory from the Town of Weston to the City of Wausau

 (Gilbertson—Poplar Lane)

Committee/Commission Action: CISM 4-0 Approval
 Plan Comm. 5-0 Approval

FILE NO. 01-1024

Ordinance No.	497-01L
Introduced	12/11/01
Council Action:	
Referred	
Reported Back	
Adopted	DEC 11 2001
Denied	
Other:	

AN ORDINANCE

The Common Council of the City of Wausau do ordain as follows:

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Eugene A. Gilbertson and Lois A. Gilberston, sole owners of the land now located in the Town of Weston, Marathon County, Wisconsin, there being no electors residing therein, the following described land is hereby annexed to the City of Wausau:

SEE ATTACHED

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the 2 Aldermanic District and the 10 Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

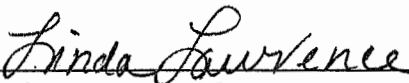
Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.


Adopted: 12/11/01
Approved: 12/12/01
Published: 12/19/01
Attest: 12/12/01

Approved:



Linda Lawrence, Mayor

Attest:



Kelly Michaels-Saager, Clerk

PROPOSED ANNEXATION
082-2808-051-0994

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 5, Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the East right-of-way of Poplar Lane, said right-of-way being 41.25 feet East of the West line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, said point also being on the existing boundary of the City of Wausau, the point of beginning;

Thence East, along the South line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, to the Westerly right-of-way of Camp Phillips Road as described in Document No. 1164412 recorded in the office of Register of Deeds of Marathon County; thence Northerly, along said Westerly right-of-way, to the North line of the South 330 feet of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence West, along said North line, to said East right-of-way of Poplar Lane, also being on said existing boundary of the City of Wausau; thence South, along said East right-of-way and along said existing boundary of the City of Wausau, to said South line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, the point of beginning.

Gilbertson

cjs



SCALE IN FEET

0 125 250 500

DWG FILE NAME: H:\DWG\PROJ\0399\0399-ANN.dwg

PROPOSED ANNEXATION (1905 POPLAR LANE -- GILBERTSON)

TOWN of WAUSAU

TOWNLINE ROAD COUNTY ROAD N

GREENWOOD HILLS GOLF COURSE

NW-NE GOLF VIEW DR

LINKS DRIVE MULLIGAN DRIVE

HIDDEN SW-NE

NE-NE

SE-NE

TOWN of Weston

CAMP PHILLIPS ROAD

Present City limits

POINT OF BEGINNING

PROPOSED ANNEXATION
384,000± S.F.
9± AC.

Proposed New City limits

AGENDA ITEM

2025 proposed DPW Streets capital projects

BACKGROUND

The I&F committee has asked that any proposed CIP requests come forward for review prior to bringing to the CIP Committee. The proposed DPW Streets projects are as follows:

2025 Requests:

- | | |
|--------------------------------|-----------|
| 1. Street Office Repairs | \$60,000 |
| 2. LED Lighting | \$45,000 |
| 3. Fence and Gate | \$35,000 |
| 4. Truck Scale | \$140,000 |
| 5. Four Post Lift – Fleet Shop | \$51,000 |

2026 – 2029 Requests

- | | |
|---------------------------|-------------|
| 1. Concrete Floor Repairs | \$400,000 |
| 2. Cold Storage Building | \$500,000 |
| 3. Salt/Sand Barn | \$1,900,000 |
| 4. Truck Wash | \$1,000,000 |

FISCAL IMPACT

Noted above and on attached spreadsheet.

STAFF RECOMMENDATION

Discuss proposed projects.

Staff contact: Eric Lindman 715-261-6745 / Dustin Kraege 715-261-6963

CITY OF WAUSAU
DEPT Public Works
LONG RANGE CAPITAL PLAN

CIP REQUESTS- CURRENT YEAR	Dept	Total Proj	Other Src	Type	2025	2026	2027	2028	2029	TOTAL	
LAND/FACILITY/EQUIPMENT ACQUISITION											
1	Street Office Repairs				60,000					60,000	
2	LED Lighting				45,000					45,000	
3	Fence and Gate				35,000					35,000	
4	Truck Scale				140,000					140,000	
5	4 Post Lift - Fleet Garage				51,000					51,000	
					<u>\$ -</u>	<u>\$ -</u>	<u>\$ 331,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 331,000</u>

CIP FORECAST- FUTURE YEARS	Dept	Total Proj	Other Src	Type	2025	2026	2027	2028	2029	TOTAL	
LAND/FACILITY/EQUIPMENT ACQUISITION											
1	Concrete Floor Repairs and Coating					400,000				400,000	
2	Cold Storage Building						500,000			500,000	
3	Salt/Sand Barn							1,900,000		1,900,000	
4	Truck Wash								1,000,000	1,000,000	
5										-	
6										-	
					<u>\$ -</u>	<u>\$ -</u>	<u>\$ 400,000</u>	<u>\$ 500,000</u>	<u>\$ 1,900,000</u>	<u>\$ 1,000,000</u>	<u>\$ 3,800,000</u>

Agenda Item No.

13

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – June 13, 2024

AGENDA ITEM

Update on WisDOT Standalone Curb Ramp Improvement Project #6999-19-00/70

BACKGROUND

The WisDOT will be doing a curb ramp replacement project on connecting highways in the City of Wausau. Staff will give an update on the project.

FISCAL IMPACT

None, WisDOT will be paying 100% of the cost.

STAFF RECOMMENDATION

None, update only.

Staff contact: Allen Wesolowski 715-261-6762

Department of Public Works
Engineering Division



Allen M. Wesolowski, P.E.
City Engineer

May 22, 2024

Wendy Arneson, Project Manager
WisDOT North Central Region
1681 Second Avenue South
Wisconsin Rapids, WI 54496

Subject: Standalone Curb Ramp Improvement Project – City of Wausau

Dear Ms. Arneson,

The City of Wausau is providing this letter to request that the Wisconsin Department of Transportation (WisDOT) utilize any available federal funding for the purpose of addressing pedestrian curb ramp needs along state connecting highways (USH Bus 51 and STH 52) within the City. The completion of work on the Standalone Curb Ramp Improvement Project in Wausau (State Project #6999-19-00/70), scheduled for construction in 2031, will help ensure pedestrian crossings along City's state connecting highways meet requirements under the American Disabilities Act.

The City of Wausau recognizes that WisDOT's Standalone Curb Ramp Improvement Program addresses curb ramp locations not included in the department's six-year improvement program. Utilizing federal aid intended for improving pedestrian facilities will allow WisDOT to efficiently address all curb ramp needs within the planned program cycle.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen M. Wesolowski".

Allen M. Wesolowski, P.E.
City Engineer

cc: Robert Hamilton, WisDOT Bureau of State Highway Programs