



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, September 12, 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 August 8, 2024 meeting.
 - B. Action on authorizing Downtown Snow/Ice removal.
 - C. Action on Stormwater Maintenance Agreement with ABC Supply Co. Inc. at 102 Fulton Street.
 - D. Action on Easement with Frontier Communications at 725 Woods Place.
2. Presentation by City of Schofield and MSA regarding the Eau Claire River Pedestrian Trail and Bridge.
3. Update on construction of the Lead Service Line Replacements.
4. Discussion and possible action on first revision to the State/Municipal Agreement for Grand Avenue, Kent Street to Thomas Street.
5. Discussion and possible action on State/Municipal Agreement for North 3rd Avenue, West Union Avenue to West Bridge Street.
6. Discussion and possible action on Development Agreement with STS Investments LLC, west of Birchwood Drive and west of Old Coach Road.
7. Discussion and possible action on closing 28th Avenue between Madonna Drive and West Wausau Avenue.

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@wausauwi.gov 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 09/05/24 @ 3:30 p.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., City of Schofield, MSA, Community Infrastructure Partners, STS Investments LLC.

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



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ADDENDUM

8. Discussion and possible action approving Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park)

Adjournment

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This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 09/11/24 @ 9:00 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: August 8, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal (arrived at 5:20 pm)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Nicksich, Jillian Kurtzhals, Solomon King, Dustin Kraege, Randy Fifrick, Gary Gisselman, Jared Thompson, Jessa Bokhoven, Lori Wunsch, Matt Graun – Becher Hoppe, Sean Jergens – SRF, Eric Jones – CIP

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. Chair Henke called the meeting to order.

Approval of minutes of the July 11, 2024 meeting

Watson moved to approve the minutes of the July 11th meeting. Seconded by Martens and the motion passed 4-0.

Update/Presentation by Becher Hoppe on the street and utility portion of the Wausau Mall Redevelopment Project

Matt Graun from Becher Hoppe and Sean Jergens from SRF provided an update on the Wausau Mall Redevelopment Project regarding streets, sidewalk, landscaping design, and street scaping. The entire presentation can be viewed at <https://www.youtube.com/watch?v=hWwZZXXhIyY>.

Regarding the meeting place, Watson suggested working with the Arts Commission to get a local artist to do something in the space. Graun mentioned the idea of the Boy with the Boot statue, which would tie into the history of the mall. At this point, they are open for ideas. Watson noted there is a lot of old wood in storage from a structure that was torn down. She asked if that could be incorporated into the design. The last Neal had heard, a lot of the wood was not in good shape.

Wesolowski stated this will move forward to finalize plans with the intent to bid in January for early 2025 construction. Henke would like the plans brought through this committee and Council. Wesolowski noted that there will be coordination with the downtown businesses and organizations. Specifications will be based around accommodations to the downtown businesses.

Watson suggested having a plan/banner posted on the construction fence showing where the project will start and what it will look like. Staff will look into this.

Update on construction of the Lead Service Line Replacements

Eric Jones, CIP, stated the first challenge of the project was to inventory private lines. They started going into basements in October, mostly through appointments. In January they did more canvassing. They have canvassed all of the GD Jones neighborhood, the southeast side and Track 7, which is between Townline and Franklin. They have identified 483 as lead so far and have almost 100% of the Right of Entry (ROE) forms signed. The goal for this year is 553. They have been encouraged over the last couple of weeks. People have been coming out of their homes when they are doing their neighbor's house and asking to be signed up. They have gotten 4 signed up this way the last couple of days. On the southeast side, they have replaced a little over 120 lines as of today. They replace 3 to 5 a day and the project is going well. The bigger challenge has been getting the word out. Canvassing is one effort. Most have heard of the program because of the knock on the door. Over the past month they have tried different techniques. They held a community day at John Marshall Elementary School on July 27th. There were a lot of people that attended from the neighborhood and a few signed up. There were a few that were apprehensive but they were able to talk them through the process.

Jones has attended 4 neighborhood meetings over the last month, which has been an excellent opportunity to talk with residents. They may try to do more community days as they move into different neighborhoods. They have

been at the Community Partners Campus during their food bank. Another part of their program is to try to employ local residents and put them through a training program. He believes that Community Partners Campus is a good opportunity for that. They are almost done with the southeast side and will be moving to Track 7, which is Townline Road to Franklin Street then into GD Jones and the Werle Park area.

Watson suggested setting up a booth during events and mentioned the Artrageous weekend. Jones stated they tried booths at a few places; events that are specific to Wausau are a better chance for them. At the fair they had some people interested, but a lot of people were not from Wausau.

Henke got a knock on his door and is scheduled for mid-October. It was a 5-minute process where they went in the basement, verified the lines, and got him scheduled. Watson did the online form, which was really easy. Jones indicated they have been trying to highlight that residents have the option to send in a photo and have had good success. Being able to schedule online has gone really well. This can be done at <https://www.leadfreewausau.com/>. Watson mentioned the Water Works website where residents can check if their line has been verified already.

Henke would like monthly updates before this committee.

Discussion and possible action on parking restrictions on North 4th Avenue between Bridge Street and Oak Street

Watson moved to approve as recommended. Seconded by Larson.

DPW noticed the parking restrictions on North 4th Avenue between Bridge Street and Oak Street were not in ordinance. Staff sent out mailings to the residents and reached out to the School District. The School District agreed that no parking should remain on the school side of the street from 7:00 am to 4:00 pm, Monday through Friday. Wesolowski had recommend removing the 2-hour parking on the east side of 4th Avenue. He heard from the resident at 507 North 4th Ave who asked for the 2-hour parking to remain. She said there is not enough parking for school staff and if that 2-hour parking was removed staff would park in front of her house all day.

Watson asked if this aligns with recommendations from the Safe Routes to School report. Wesolowski does not know if that report recommends parking. He thinks anytime parking is eliminated it does make it safer for children. The resident from 4th Avenue indicated people do wait there to pick up kids.

Watson amended her motion to restrict parking on the west side during school hours and 2-hour parking on the east side during school hours. Larson agreed with the amendment and the motion passed 5-0.

Discussion and possible action on installing Suicide Hotline signs on the Bridge Street Bridge

Jared Thompson, EMS Division Chief, was joined by Jessa Bokhoven of the Marathon County Health Department. Thompson stated the Suicide Death Review Team meets every other month to review the recent suicide deaths from different angles. At their July meeting there was another death that involved an individual in crisis that used the Bridge Street Bridge to successfully end their life. In his career dating back to 2003, he has been on a number of calls whether it was the removal, retrieval, or resuscitation of an individual that has jumped off the Bridge Street Bridge. All the individuals he has been involved with have successfully ended their life by use of the bridge. The last one he was on was a young man that jumped off the bridge during peak hours by WOW. A number of people witnessed the jump and he successfully ended his life. Their goal is to place signage on both sides of the bridge that offers an individual in crisis some sort of hope to reconsider the act before they follow through with it.

Watson feels this is a great idea and asked how many signs would be placed. Per Thompson, individuals that have chosen to use the bridge, have used the side that has the sidewalk. He would like one on each end, another sign halfway up, and one at the peak.

Martens said this is a great idea and has seen this on the Leo Frigo Bridge in Green Bay. He assumes the signs have been successful but knows there are still people who jump. If it saves one person it is a good thing. He asked if the success rate is known. That would be a guesstimate for Thompson. For overdoses in Wausau, they leave behind Narcan kits for individuals choosing to use opioids, which is also hard to measure the success.

Martens can see the potential of the signs giving enough of a doubt for an individual not to carry it out. Neal believes this might also be a good idea for the Scott Street Bridge, the Washington Street Bridge, and the downtown parking ramps. He asked if there has been any thought to multiple languages on the signs. Thompson thinks it would be a wonderful option to have signs in Hmong and Spanish. There are plans and discussions of other locations for signs. He mentioned acts that took place at the Jefferson Street Ramp, the Scott Street Bridge, and the conservation tower on Rib Mountain.

Larson moved to approve installing the appropriate signage on the Bridge Street Bridge and to look at other locations in the future. Seconded by Martens and the motion passed 5-0.

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 Avenue, 810 Grand Avenue, 814 Grand Avenue, and 816 Grand Avenue

A map included in the packet shows the areas proposed for vacation. This is a preliminary resolution to set the public hearing. If the resolution goes to Council on August 19th, the public hearing would be held before this committee on October 10th.

Watson moved to approve setting the public hearing. Seconded by Neal and the motion passed 5-0.

Discussion on potential property for the DPW Fleet Maintenance Facility at 901 Cherry Street

Lindman explained that staff continues to look for property for the proposed Fleet Maintenance Facility. The property at 901 Cherry Street is for sale. It is unique in that there are 2 separate properties owned by two different owners. One is a parking lot and the other housed Marathon Box. The properties together are close to 8 acres. We are looking for something with at least 6 acres. An environmental Phase 2 was done in the early 90's, which showed some contamination, but nothing out of the ordinary that we would not be able to manage. He has been in touch with the realtor but does not have a cost at this point.

Larson asked if Cherry Street goes through the 2 properties. Lindman stated that Cherry Street would not be affected. Larson is excited that a property has come up again. We spent time on the other property and came up empty handed. He asked if the concept Barrientos did would fit on this property. Lindman explained it might need a different configuration, but the buildings would fit on this property.

Larson moved to have the Engineering Department further pursue the property. Seconded by Watson.

Watson asked how staff feels about the contamination. Per Lindman, it is a good base line. Once we get pricing, we would ask to do further investigation. If the committee thinks this is a good option to move forward with, we will continue to pursue it. Watson feels it is valuable to loop in Finance when we get to the cost. Lindman stated a joint meeting could be held when we get to that point.

Henke asked if this was the property we looked at for economic development about a year ago and Lindman confirmed. Larson asked if any others were looking at this property. Lindman believes the realtor has had some inquiries but nothing with numbers. The realtor is working on it with both property owners.

There being a motion and a second, motion to have the Engineering Department further pursue the property passed 5-0.

Presentation on CIP Infrastructure Project Summary to be submitted for the 2025 budget

Wesolowski outlined the projects that will be submitted for the 2025 budget. He noted that the asphalt paving budget was increased last year to \$600,000, which really helped the streets. He has requested the same amount for 2025.

Traditionally, the sidewalk replacement budget has been \$150,000. We are falling behind and this year we could not complete all the complaints we have received. He is proposing to increase that budget to \$200,000.

Wesolowski noted the storm sewer budget and a large project on Randolph Street. There is a failing storm sewer and we have had road collapses. This storm sewer is 20' deep and large and adds a lot of cost to the budget. The majority of the storm sewer budget is the replacement of this large structure.

The Concrete Pavement Repair (CPR) Project has been a great success and we have caught up on a lot of streets. TID 8 has contributed \$350,000 the last several years and per Groat that can continue into 2025. In the coming years we may be able to reduce this budget now that we are catching up.

The total request for 2025 is approximately \$16.5 million; in 2024 it was \$15.4 million. The general fund budget was \$4.6 million in 2024 and the ask for 2025 is about \$4.7 million. He's requesting to move this forward to Finance to see if we can move these projects forward.

Henke feels this is a good first draft. He loves that the TID funding is shown as citizens are not as aware where TID money goes. This is a great illustration of what the TIDs are doing for us.

Watson mentioned the streets that were recently approved to be redone with ARPA funding. Wesolowski confirmed that an Asphalt Paving Project was bid out and that work is anticipated to be done in September.

Larson moved to forward the proposed CIP Infrastructure Project Summary to Finance. Seconded by Watson and the motion passed 5-0.

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

At the June meeting, this committee talked about closing 28th Avenue before winter; however, Mother Nature threw a wrench into that. On July 13th there was a large rainstorm that lifted sections of the pavement on 28th Avenue and carried some of that pavement down the hill. DPW has not made any repairs yet and 28th Avenue has been closed since. Staff is questioning if we should keep it closed; otherwise, we would have to make significant repairs. If kept closed, we would do public outreach, boost up signage, and have more permanent barricades.

Larson is in favor and noted this is due for repair in 2026. Wesolowski explained it is in the budget for 2026. If we closed the road and did not reconstruct in 2026, there would be a cost savings. Eventually we would have to make permanent cul-de-sacs, but that would not be proposed until 2026. Larson feels it does not make sense putting money into it. The road is unsafe and the rains have confirmed this. He believes it is in the best interest of the neighborhood and the City to leave it closed.

Larson moved to leave 28th Avenue closed. Seconded by Neal.

Martens asked if any complaints have been received. Wesolowski received one call from a resident on 27th Avenue. Road closed ahead signs are at West Wausau Ave and 28th Ave. Some people do not believe the road is closed and try to go down. When they get to the closure at Mary Ann Lane, they turn down Mary Ann and go back on 27th Ave. The caller's complaint was that she is seeing increased traffic on 27th Ave. Wesolowski feels that when someone does it once, they will not try it again. He plans to increase the signage as well.

Wesolowski spoke with Aspirus and they did not object to the closing. Henke received an email from a resident saying traffic has increased on 29th Avenue. He responded to the resident saying he believes there was more

traffic on 29th because Maple Creek Drive is open to 28th Ave. With the future plan, Henke feels more traffic will use 32nd Ave. The resident felt better knowing there is a long-term plan that does not have traffic using 29th Ave.

There being a motion and a second, motion to leave 28th Avenue closed passed 5-0.

Adjourn

Watson moved to adjourn the meeting. Neal seconded and the motion carried 5-0. Meeting adjourned at approximately 6:25 p.m.

Agenda Item No.

1B

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Action on authorizing Downtown Snow/Ice removal

BACKGROUND

Each year the Council adopts a resolution authorizing the removal of snow and ice from specific sidewalks in the downtown area. In the spring of each year, the abutting property owners are sent an invoice for the actual cost of snow/ice removal.

Following are the rates from past years:

2023-2024	\$10.61/foot
2022-2023	\$13.79/foot
2021-2022	\$8.90/foot
2020-2021	\$5.76/foot
2019-2020	\$7.72/foot

Example: A downtown property with 60 feet of frontage had a cost of \$636.60 for snow/ice removal for 2023-2024.

FISCAL IMPACT

Property owners are charged the City's actual cost for snow/ice removal.

STAFF RECOMMENDATION

Forward a resolution to the Common Council authorizing snow/ice removal for the 2024-2025 winter.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE	
Authorizing Downtown Snow/Ice Removal 2024-2025	
Committee Action:	
Fiscal Impact:	Revenue will be actual cost of work performed
File Number:	Date Introduced: October 8, 2024

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

RESOLUTION

WHEREAS, the City will remove snow and ice from sidewalks on the following streets:

- 3rd Street from Grant Street to Washington Street
- Washington Street from 1st to 4th Street
- Jefferson Street from 1st to 4th Street
- Scott Street from 3rd to 4th Street
- North side of Jefferson Street between 4th and 5th Street
- East side of 1st Street between Jefferson and Washington Street
- East side of 4th Street between Jefferson and Scott Street
- East side of 2nd Street between Jefferson and Scott Street
- North side of McClellan Street from 3rd Street to 120 feet west
- North side of McClellan Street from 3rd Street to 120 feet east
- South side of Grant Street from 3rd Street to 120 feet east
- North side of Forest Street from 1st to 5th Street
- South side of the 100 block of Scott Street
- 1st Street and Scott Street abutting 11 Scott Street and 500 and 520 North 1st Street

- South side of Washington Street from 4th Street to 5th Street

WHEREAS, the intent of this resolution and its effect shall be to authorize the removal by the City of snow and ice from the sidewalks listed above, and the cost of such shall be charged to the owners of the abutting property, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau:

1. The Director of Public Works and Utilities shall cause the snow and ice to be removed from the sidewalks listed above.
2. The cost of this work at the City's standard rate shall be charged to the property served.
3. All special charges shall be due and payable within 30 days of the date of the invoice, with interest to be charged on past due accounts. Any charge, plus accumulated interest, not paid on or before September 30, 2025 shall become a lien upon the property and shall be extended on the current tax roll as a delinquent tax against the property.
4. The Department of Public Works shall mail a copy of this resolution to the owner of each parcel charged for the cost of the removal, together with a statement of the amount charged against the particular parcel.

Approved:

Doug Diny, Mayor

DowntownSnowRem

Agenda Item No.

1C

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Action on Stormwater Maintenance Agreement with ABC Supply Co. Inc. at 102 Fulton Street

BACKGROUND

ABC Supply is proposing renovations to their existing site at 102 Fulton Street. The proposed project consists of removing the existing concrete, asphalt, and gravel parking lot and the installation of a concrete parking lot. Stormwater Management requirements will be achieved utilizing catch basin sumps and a filter structure in the northwest corner of the parking lot to remove the solids from the site.

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: Thomas Niksich 715-261-6748

AGREEMENT

Document No.

Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 22nd day of July, 2024, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and ABC Supply Co Inc.

_____ , a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

By: ABC Supply Co Inc.

By: Andy Hunter

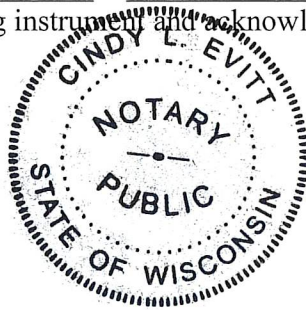
CITY OF WAUSAU:

By: _____
Doug Diny, Mayor

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
 ROCK) ss.
COUNTY OF ~~MARATHON~~

Personally came before me this 22 day of JULY, 2024, the above-named ANDY HUNTER and _____ of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Cindy L. Evitt

Notary Public, Wisconsin
My commission: 9/11/24

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: _____



EX A SHEET NO.	EXHIBIT A - GRADING AND DRAINAGE EXHIBIT	SURVEYED: RIVERSIDE DESIGNED: MTS DRAWN BY: NSB APPROVED:	REVISION DATE	MARATHON TECHNICAL SERVICES LLC CONSULTING ENGINEERS 1699 SCHOFIELD AVE, SUITE 115 SCHOFIELD, WI 54476 PHONE - (715)843-7292
	SCALE 1" = 50'	ABC SUPPLY CITY OF WAUSAU, MARATHON CO.		

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORMWATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR ABC Supply

Lot 1 of Certified Survey Map Volume 21 Page 79, located in part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

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

Maintenance and inspection shall be performed within the catch basins and storm filter on the site.

Maintenance at this location shall consist of the following tasks:

1. DEBRIS: Removal of trash, debris, and sediment should be done on a regular basis to maintain aesthetics and functionality of the catch basins and storm filter.
2. STORM FILTERS: Filter cartridges shall be replaced every two years, or as needed to maintain sediment removal.

Agenda Item No.

1D

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Action on Easement with Frontier Communications at 725 Woods Place

BACKGROUND

Frontier Communications is seeking an easement at 725 Woods Place (Wausau Municipal Airport). The easement would be on the east side of the property near the existing fence. John Chmiel, Airport Manager, has reviewed the easement request and has no concerns.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approving the easement, the new easement and line location has minimal impact on the parcel.

Staff contact: Allen Wesolowski 715-261-6762



August 21, 2024

City of Wausau
Wausau Municipal Airport
407 Grant St
Wausau, WI 54403

**RE: Frontier Communications
3598533 - Wausau**

To Whom this may concern,

Frontier Communications is planning on placing a copper telecommunications service drop to 113 Pearl St. Schofield, WI. Because the cable will be placed along private property, Frontier will need to acquire an easement from the current property owner(s) whose land the new cable will cross.

Enclosed is an easement document for your review, please sign it on the grantor line above your typed name(s) **in the presence of a notary public** and return it in the enclosed envelope.

Feel free to call or email me with questions at 435-623-6677, or row@jsitel.com.

Sincerely,

Alexia Simon

JSI

Enclosures: Easement Documents

DOCUMENT NO.	CONVEYANCE OF EASEMENT
--------------	---------------------------

FOR A VALUABLE CONSIDERATION \$1.00 Dollars
 City of Wausau, a municipal corporation, with an address of
407 Grant St. Wausau, WI 54403

FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ("Grantor")
 hereby conveys and quit claims to Frontier North Inc. a Wisconsin Corporation,
 its successors and assigns, ("Grantee"), for a valuable consideration,
 an easement to construct, use, maintain, operate, alter, add to, repair,
 replace, and/or remove its facilities consisting of underground cables
 and wires, and for appurtenances for communication and/or other
 purposes upon, in, under, across and along that certain real property in
 Marathon County, State of Wisconsin,
 described as follows:

Space Reserved
 RETURN TO:
 Frontier Communications
 Attn: Joint Use Department
 4011 N. Clinton Street
 Fort Wayne, IN 46805

Parcel: 291-2807-122-0999

A strip of land 10ft in width, the centerline of which will be the first cable placed thereunder. See **Exhibit A** attached hereto and made a part hereof. Route of said strip is generally known as agreed to on the property described as:

A parcel of land location in the Northwest Quarter of the Northeast Quarter, Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, State of Wisconsin. As more particularly described in Document 535270, Marathon County Records.

The grantee, for itself, its successors and assigns, covenants that it will pay the reasonable value of any crop destroyed or other physical damage done to the property of the Grantors, their heirs, successors and assigns, arising at any time out of the exercise by it of the right herein granted.

The Grantee, its successors and assigns, shall have the right of ingress and to egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut and control the future growth of all trees and brush which may, in Grantee's judgement interfere with the use of said easement.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with the Grantee's use of said easement and this covenant shall be binding upon the Grantor's successors and assigns.

Date: _____ (Seal)

 Title

Exchange: Wausau (Seal)

 Title

Work Order No: 3598533 Title

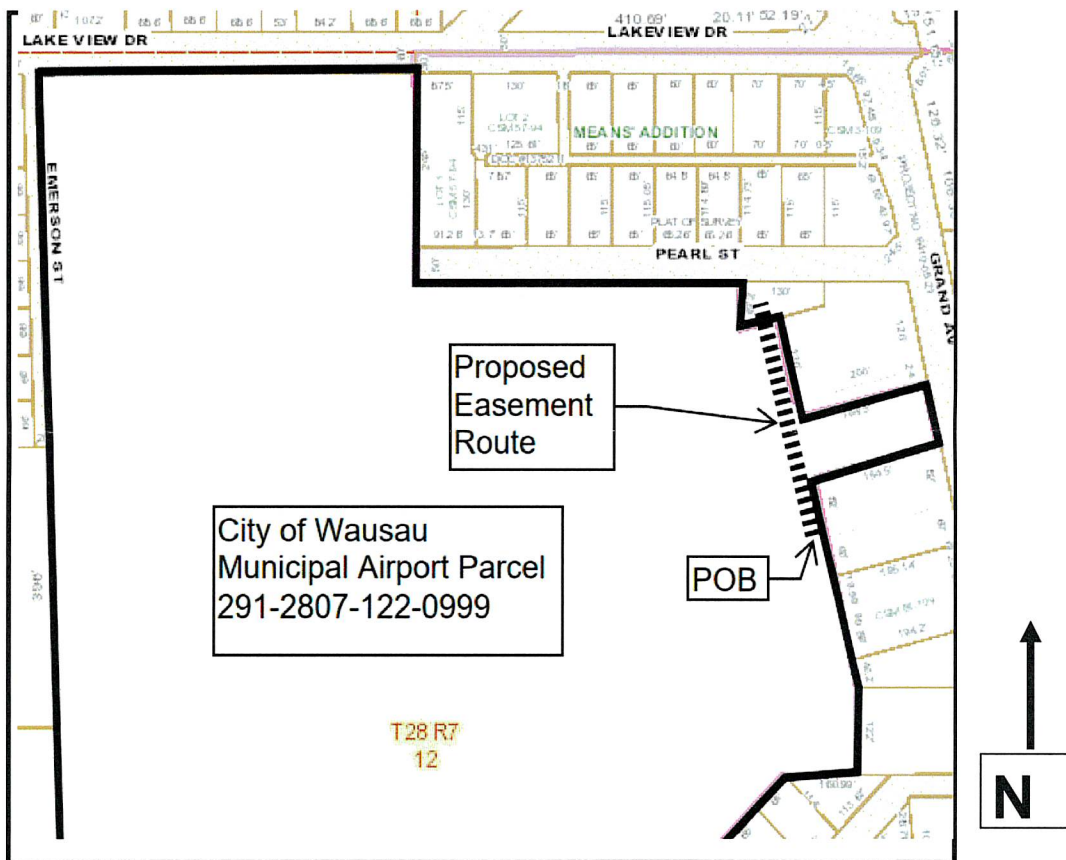
State of: _____)
 _____) S.S.
 County of _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

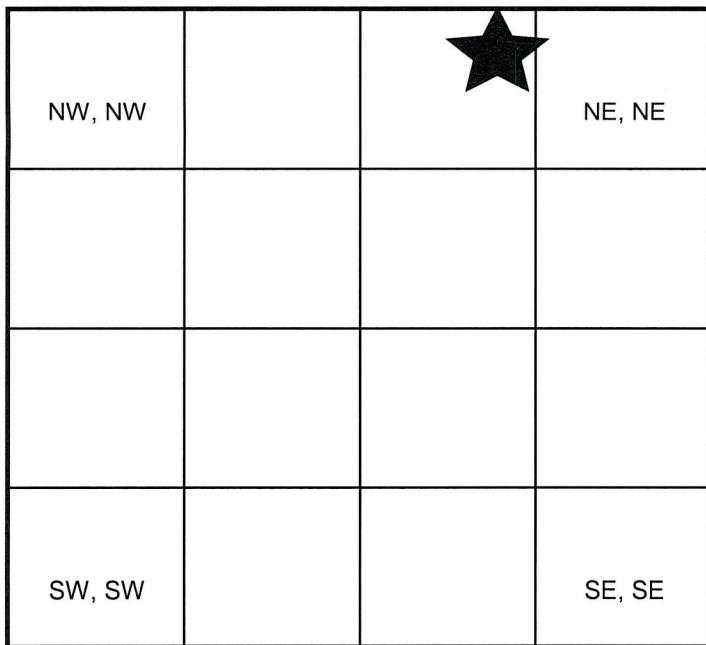
 Name typed or printed
 Notary Public _____ County,
 State of _____
 My Commission (Expires) (is) _____

This instrument was drafted by Frontier North Inc. by
Alexia Simon

EXHIBIT A



DETAIL
NOT TO SCALE



DETAIL
NOT TO SCALE

TWNSHP 28N RANGE 7E SECTION 12

CITY Wausau

COUNTY Marathon

STATE Wisconsin

TELEPHONE COMPANY Frontier Communications

Landowner Signature _____

Agenda Item No.

2

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Presentation by City of Schofield and MSA regarding Eau Claire River Pedestrian Trail and Bridge

BACKGROUND

Mark Thuot, City of Schofield Director of Public Works, and Dan Borchardt from MSA have requested time to present the current plan for the trail connections with the City of Wausau.

FISCAL IMPACT

None at this time, informational only.

STAFF RECOMMENDATION

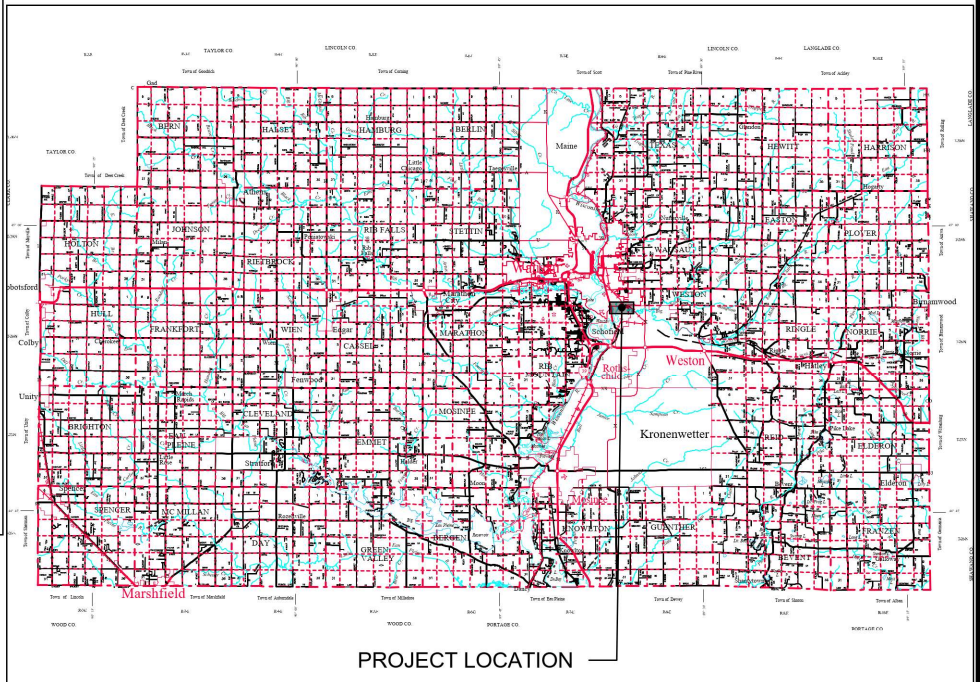
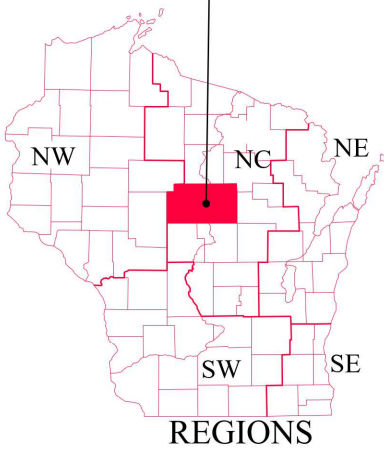
None, for informational purposes.

Staff contact: Allen Wesolowski 715-261-6762

PROJECT LOCATION MAP

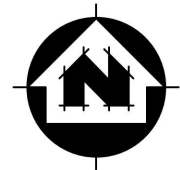
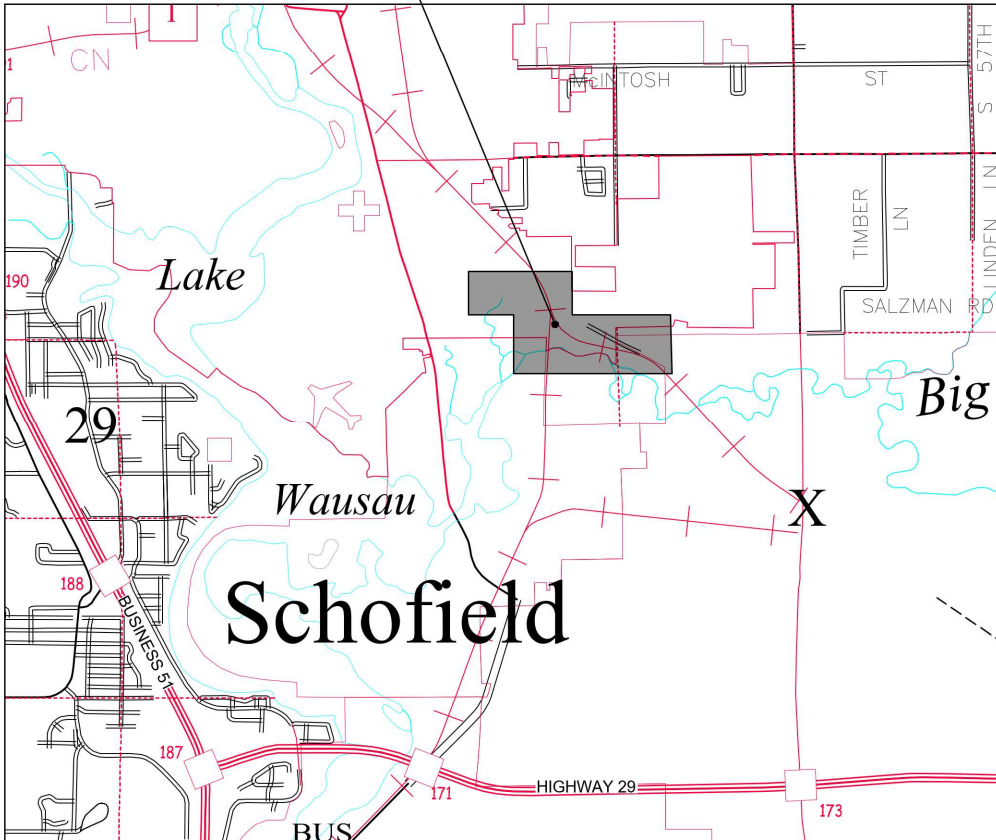
PROJECT # : 6999-14-04
 CITY OF SCHOFIELD, EAU CLAIRE RIVER
 MULTI-USE TRAIL AND BRIDGE
 FEASIBILITY STUDY
 EAU CLAIRE RIVER CROSSING
 (GROSSMAN DRIVE TO KENT STREET AND
 GROSSMAN DRIVE TO MEURET LANE)
 NON HWY, MARATHON COUNTY

PROJECT LOCATION
 (MARATHON COUNTY)



PROJECT LOCATION

PROJECT LOCATION



EAU CLAIRE RIVER MULTI-USE TRAIL
 AND BRIDGE FEASIBILITY STUDY
 CITY OF SCHOFIELD, MARATHON COUNTY, WI

PROJECT LOCATION MAP

PROJECT NO.
 6999-14-04

SHEET
 1

Local Officials Handout

EAU CLAIRE RIVER BIKE / PEDESTRIAN STUDY
EAU CLAIRE RIVER CROSSING DESIGN FEASIBILITY STUDY
CITY OF SCHOFIELD, MARATHON COUNTY
Project Design I.D. 6999-14-04

PROJECT PURPOSE AND NEED

The Wausau MPO has identified Business 51/Grand Avenue through the City of Schofield as a hazardous transportation corridor for bicycle and pedestrian traffic. The City is seeking options and alternatives to mitigate safety hazards that bicyclist and pedestrians experience along Business 51/Grand Avenue. The current bike route map Route 9 utilizes Business 51/Grand Avenue as the primary route to get bikers from the City of Schofield to the City of Wausau. The Grand Avenue vehicle corridor in the Wausau and Schofield experiences between 17,700 and 23,400 vehicles per day according to WisDOT traffic data. The City of Schofield is looking to reroute Bike Route 9 away from Business 51/ Grand Avenue and create a parallel corridor for bicycle and pedestrian traffic to reduce safety hazards and accidents along Grand Avenue.

The purpose of the feasibility study is to help the public understand if an alternate crossing of the Eau Clair River for pedestrians and bicyclist is environmentally, economically and financially feasible so communities have a basis to make a decision.

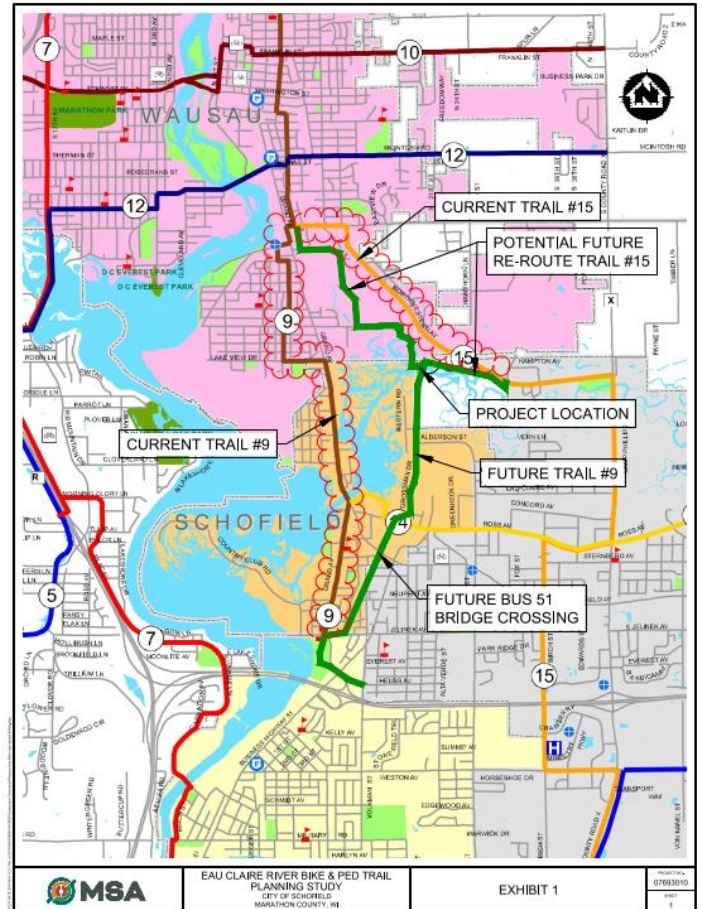
SAFETY

The Wausau MPO Bike and Ped plan states that Grand Avenue is rated poor for bicycling conditions because of the high traffic stress. Grand Avenue is currently the only viable route for bikes and pedestrians because there is not a street grid network that parallels this corridor making alternate routes circuitous by being about 40% longer and undesirable by users.

Without the proposed action, safety concerns will continue. As developments in other areas of the City continue to increase, the safety concerns will equally increase.

LOCATION

This project is located in the City of Schofield, Marathon County, Wisconsin. See attached mapping for the overviews of Alternatives 1 and 2. Three Alternatives were reviewed:



- Alternative 1: Eau Claire River Bridge Crossing – East side of WATCO railroad bridge crossing, approximately 660 foot bridge across the Eau Claire river and 8,643 total foot length of trail.
- Alternative 2: Eau Claire River Bridge Crossing – West side of WATCO railroad bridge crossing, approximately 350 foot bridge across the Eau Claire river with approximately 317 feet of elevated trail on the north end of the bridge and 221 feet of elevated trail on the south end of the bridge. The total length of trail is 8,508 feet.
- Alternative 3: No Build, continue to utilize Business 51/Grand Avenue for bike and pedestrian accommodations.

This will be a functional connection that will serve local residents, commuters, and recreational enthusiasts.

POTENTIAL REAL ESTATE IMPACTS

MSA estimated preliminary real estate needs by determining the number of parcels and approximate areas needed for trail easements. MSA estimated a 30 foot permanent easement will be required for the trail for 5 parcels for each alternative. Temporary grading for the trail varied in width based on location along the trail, construction access and staging areas required. As part of this project the City of Schofield has received signed statements that indicate the property owners willingness to

PROPERTY IMPACTS AND WETLAND DISTURBANCE ALTERNATIVE 1 - TRAIL							
OWNER	ADDRESS	STATION RANGE	FEE (SF)	PLE (SF)	TLE (SF)	PERMANENT WETLAND DISTURBANCE (SF)	TEMPORARY WETLAND MATTING (SF)
City of Wausau	507 E Kent St. Wausau 54403	108+75 - 113+31		13,880	4,242	-	-
Wausau TV LLC	605 E Kent St. Wausau 54403	113+31 - 125+58		36,813	5,328	-	2,304
City of Schofield	475 Western Rd. Schofield 54476	125+58 - 130+10		13,573	1,639	171	-
NWA Holdings LLC	2128 Northwestern Ave. Wausau 54403	131+27 - 135+52		11,910	3,370	-	1,336
NWA Holdings LLC	2126 Northwestern Ave. Wausau 54403	136+37 - 141+05		14,097	2,152	-	-
NWA Holdings LLC	2250 Northwestern Ave. Wausau 54403	135+52 - 136+37		2,515	1,465	-	-
NWA Holdings LLC	2250 Northwestern Ave. Wausau 54403	141+05 - 151+33		30,818	7,023	-	55
Daniel & Margaret Higginbotham	2280 Northwestern Ave. Wausau 54403	151+33 - 154+63		9,906	385	-	122
Daniel & Margaret Higginbotham	2625 Northwestern Ave. Wausau 54403	154+63 - 154+94		926	-	-	-
Daniel & Margaret Higginbotham	2625 Northwestern Ave. Wausau 54403	154+94 - 170+34		46,203	-	-	2,114
Daniel & Margaret Higginbotham	2625 Northwestern Ave. Wausau 54403	171+97 - 172+65		1,604	-	-	-
Totals			-	182,245	25,604	171	5,931
Total (Acre)			0.00	4.18	0.59	0.00	0.14
PROPERTY IMPACTS AND WETLAND DISTURBANCE ALTERNATIVE 1 - SCHOFIELD CONNECTOR TRAIL							
OWNER	ADDRESS	STATION RANGE	FEE (SF)	PLE (SF)	TLE (SF)	PERMANENT WETLAND DISTURBANCE (SF)	TEMPORARY WETLAND MATTING (SF)
City of Schofield	112 Northern Rd. Schofield 54476	250+00 - 251+23		3,701	-	-	-
City of Schofield	475 Western Rd. Schofield 54476	252+24 - 254+42		4,421	-	-	-
Totals			-	8,122	-	-	-
Total (Acre)			0.00	0.19	0.00	0.00	0.00
PROPERTY IMPACTS AND WETLAND DISTURBANCE ALTERNATIVE 1 - PEDESTRIAN BRIDGE							
OWNER	ADDRESS	STATION RANGE	FEE (SF)	PLE (SF)	TLE (SF)	PERMANENT WETLAND DISTURBANCE (SF)	TEMPORARY WETLAND MATTING (SF)
City of Schofield	112 Northern Rd. Schofield 54476	200+00 - 202+44	-	6,083	2,666	-	-
City of Schofield	395 Grossman Dr. Schofield 54476	202+44 - 206+19	-	11,250	-	-	1,698
NWA Holdings LLC	2128 Northwestern Ave. Wausau 54403	206+19 - 209+33	8,912	-	197	-	500
Totals			8,912	17,333	2,863	-	2,198
Total (Acre)			0.20	0.40	0.07	-	0.05
TEMPORARY LIMITED EASEMENTS (TLE) FOR CONSTRUCTION ACCESS ALTERNATIVE 1							
OWNER	ADDRESS	CONSTRUCTION ACCESS TLE (SF)	CONSTRUCTION STAGING TLE (SF)				
NWA Holdings LLC	2128 Northwestern Ave. Wausau 54403	2,658	34,448				
NWA Holdings LLC	2126 Northwestern Ave. Wausau 54403	17,627	23,105				
NWA Holdings LLC	2150 Northwestern Ave. Wausau 54403	-	4,460				
NWA Holdings LLC	2130 Northwestern Ave. Wausau 54403	12,674	-				
Totals		32,959	62,013				
Total (Acre)		0.76	1.42				

Page 1

POSSIBLE PROJECT SCHEDULE AND FUNDING SOURCE

For the Business 51/Schofield Avenue bike/pedestrian, the following is a schedule for the project. Project schedule would be impacted if communities implemented the project in phases.

- Feasibility Planning Phase completed October 2024
- Next WisDOT Transportation Alternative Grant Cycle October 2025
- Estimated Engineering, Railroad Coordination and Real Estate Phase 2026-2028
- Estimated Begin Construction 2029
- Estimated End Construction 2031

COSTS SPLITS FOR RECOMMENDED ALTERNATIVE

The current construction estimate is \$19.2M for the recommended alternative 1.

Lighting was not evaluated as part of the study however a \$500,000 cost for trail lighting was included in the estimate.

Alternative 1 Estimated Community Cost Split	Totals	City of Schofield	City of Wausau	Town/Village of Weston
Total Trail Length (FT)	8,643	1,334	5,240	2,069
Paved Trail Length (FT)	6,780	1,008	4,494	1,278
Boardwalk Length (FT)	1,005	0	480	525
Eau Claire River Bridge Length (FT)	660	220	220	220
Side Channel Bridge Length (FT)	50	16.66	16.66	16.66
South Railroad Crossing Box Culvert Length (FT)	60	60	0	0
North Railroad Crossing Box Culvert Length (FT)	88	29.33	29.33	29.33
Trail Cost Split	\$ 3,442,772.00	\$ 298,700.00	\$ 1,893,300.00	\$ 1,250,770.00
Structures Cost Split	\$ 5,782,025.00	\$ 2,513,400.00	\$ 1,634,300.00	\$ 1,634,300.00
General Bid Item Cost Split	\$ 1,770,500.00	\$ 273,270.00	\$ 1,073,430.00	\$ 423,840.00
Proportionally Split Contingency, Engineering, Administration, Land Acquisition, and Inflation	\$ 8,255,800.00	\$ 1,274,230.00	\$ 5,005,250.00	\$ 1,976,300.00
TOTAL ESTIMATED COST SPLITS	\$ 19,251,100.00	\$ 4,359,600.00	\$ 9,606,280.00	\$ 5,285,210.00
	Total Trail Ratio	15.43%	60.63%	23.94%

Phase 1 Eau Claire River Bridge and Trail - Wausau to Schofield Connector	Totals	City of Schofield	City of Wausau	Town/Village of Weston
Total Trail Length (FT)	6,135	895	5,240	0
Paved Trail Length (FT)	5,123	629	4,494	0
Boardwalk Length (FT)	480	0	480	0
Eau Claire River Bridge Length (FT)	660	220	220	220
Side Channel Bridge Length (FT)	50	16.66	16.66	16.66
South Railroad Crossing Box Culvert Length (FT)	0	0	0	0
North Railroad Crossing Box Culvert Length (FT)	88	29.33	29.33	29.33
Trail Cost Split	\$ 2,093,703.68	\$ 200,403.68	\$ 1,893,300.00	\$ -
Structures Cost Split	\$ 4,902,900.00	\$ 1,634,300.00	\$ 1,634,300.00	\$ 1,634,300.00
General Bid Item Cost Split	\$ 1,311,261.19	\$ 183,342.19	\$ 1,073,430.00	\$ 54,489.00
Proportionally Split Contingency, Engineering, Administration, Land Acquisition, and Inflation	\$ 6,114,229.59	\$ 854,905.85	\$ 5,005,250.00	\$ 254,073.74
TOTAL ESTIMATED COST SPLITS	\$ 14,422,200.00	\$ 2,873,000.00	\$ 9,606,300.00	\$ 1,942,900.00
20% Municipality Funding	\$ 2,884,500.00	\$ 574,600.00	\$ 1,921,300.00	\$ 388,600.00
80% TAP or STP Urban	\$ 11,537,900.00	\$ 2,298,400.00	\$ 7,685,100.00	\$ 1,554,400.00

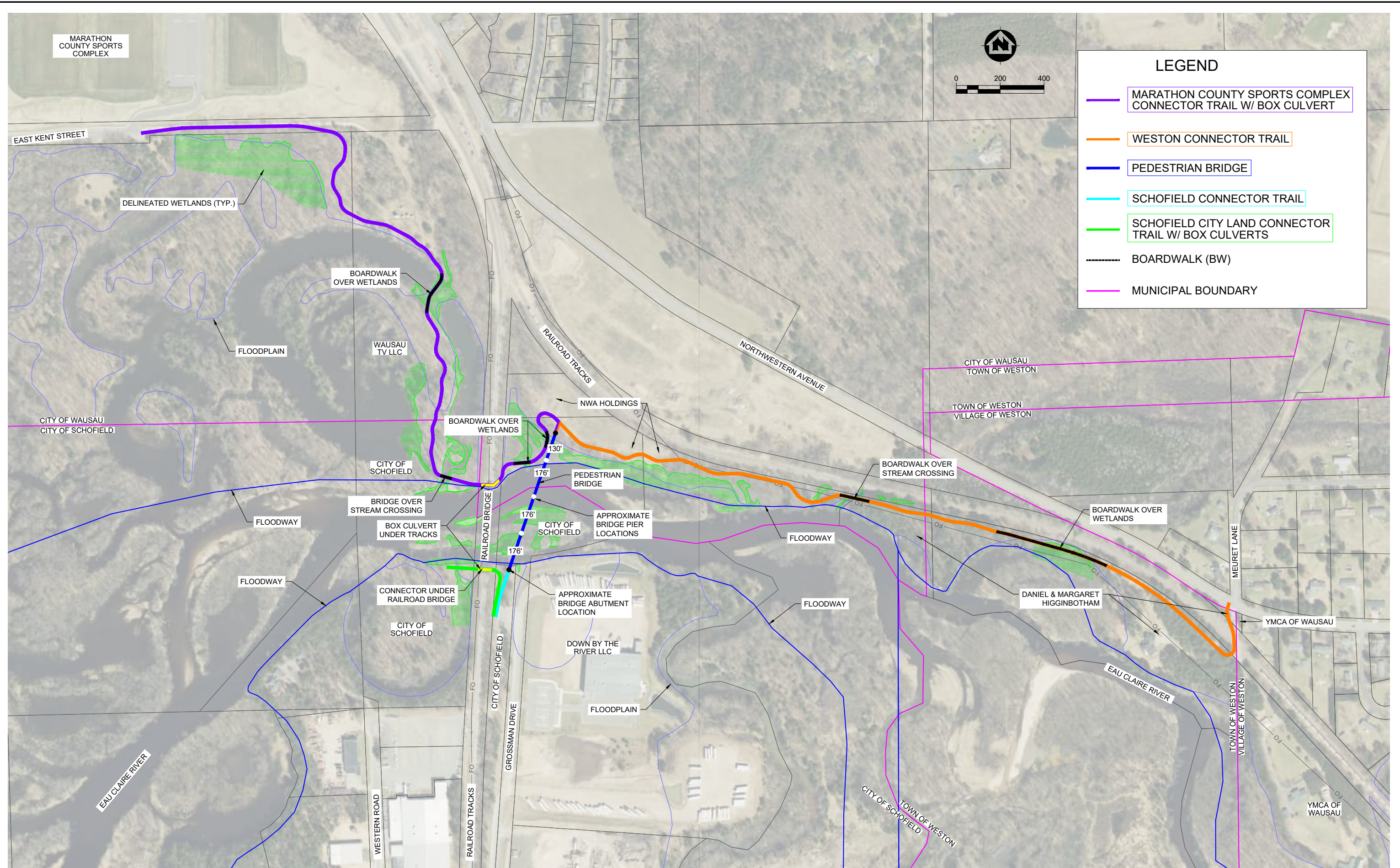
Phase 2 - Village of Weston to City of Wausau Connector	Totals	City of Schofield	City of Wausau	Town/Village of Weston
Total Trail Length (FT)	2,069	0	0	2,069
Paved Trail Length (FT)	1,278	0	0	1,278
Boardwalk Length (FT)	525	0	0	525
Eau Claire River Bridge Length (FT)	0	0	0	0
Side Channel Bridge Length (FT)	0	0	0	0
South Railroad Crossing Box Culvert Length (FT)	0	0	0	0
North Railroad Crossing Box Culvert Length (FT)	0	0	0	0
Trail Cost Split	\$ 1,250,770.00	\$ -	\$ -	\$ 1,250,770.00
Structures Cost Split	\$ -	\$ -	\$ -	\$ -
General Bid Item Cost Split	\$ 369,351.00	\$ -	\$ -	\$ 369,351.00
Proportionally Split Contingency, Engineering, Administration, Land Acquisition, and Inflat	\$ 1,722,226.26	\$ -	\$ -	\$ 1,722,226.26
TOTAL ESTIMATED COST SPLITS	\$ 3,342,400.00	\$ -	\$ -	\$ 3,342,400.00
20% Municipality Funding		\$ -	\$ -	\$ 668,500.00
80% TAP or STP Urban		\$ -	\$ -	\$ 2,674,000.00

Phase 3 - City of Schofield - Public Land Connector	Totals	City of Schofield	City of Wausau	Town/Village of Weston
Total Trail Length (FT)	439	439	0	0
Paved Trail Length (FT)	379	379	0	0
Boardwalk Length (FT)	0	0	0	0
Eau Claire River Bridge Length (FT)	0	0	0	0
Side Channel Bridge Length (FT)	0	0	0	0
South Railroad Crossing Box Culvert Length (FT)	60	60	0	0
North Railroad Crossing Box Culvert Length (FT)	0	0	0	0
Trail Cost Split	\$ 98,296.32	\$ 98,296.32	\$ -	\$ -
Structures Cost Split	\$ 879,100.00	\$ 879,100.00	\$ -	\$ -
General Bid Item Cost Split	\$ 89,927.81	\$ 89,927.81	\$ -	\$ -
Proportionally Split Contingency, Engineering, Administration, Land Acquisition, and Inflat	\$ 419,324.15	\$ 419,324.15	\$ -	\$ -
TOTAL ESTIMATED COST SPLITS	\$ 1,486,700.00	\$ 1,486,700.00	\$ -	\$ -
20% Municipality Funding		\$ 297,400.00	\$ -	\$ -
80% TAP or STP Urban		\$ 1,189,400.00	\$ -	\$ -

RECOMMENDED NEXT STEPS

- 1) Communities involved with the project set up a meeting to discuss the following:
 - a. Project phasing
 - b. Methodology for cost splits
 - c. Budget years for design and construction of the project
 - d. Community cost splits
 - e. Strategy for funding applications
 - f. Strategies for engaging philanthropic organizations
 - g. Maintaining relations with property owners who are willing at this time to participate in the property since condemnation will not be an option for municipalities with this project.
 - h. Ongoing maintenance
- 2) Have a memorandum of prepared involving all municipalities
- 3) Prepare grant funding applications

Project Manager contact, if you have any questions, or would like additional information regarding the project you may contact Dan Borchardt, PE ENV SP, MSA Professional Services, Inc., 146 North Central Avenue, Suite 201, Marshfield, WI 54449 (715) 304-0448. Thank you for your interest in this project.



PROJECT DATE:	NO.	DATE	REVISION	BY
	1		CONCEPTUAL	
DRAWN BY: JFK				
DESIGNED BY: DWB				
CHECKED BY: DWB				

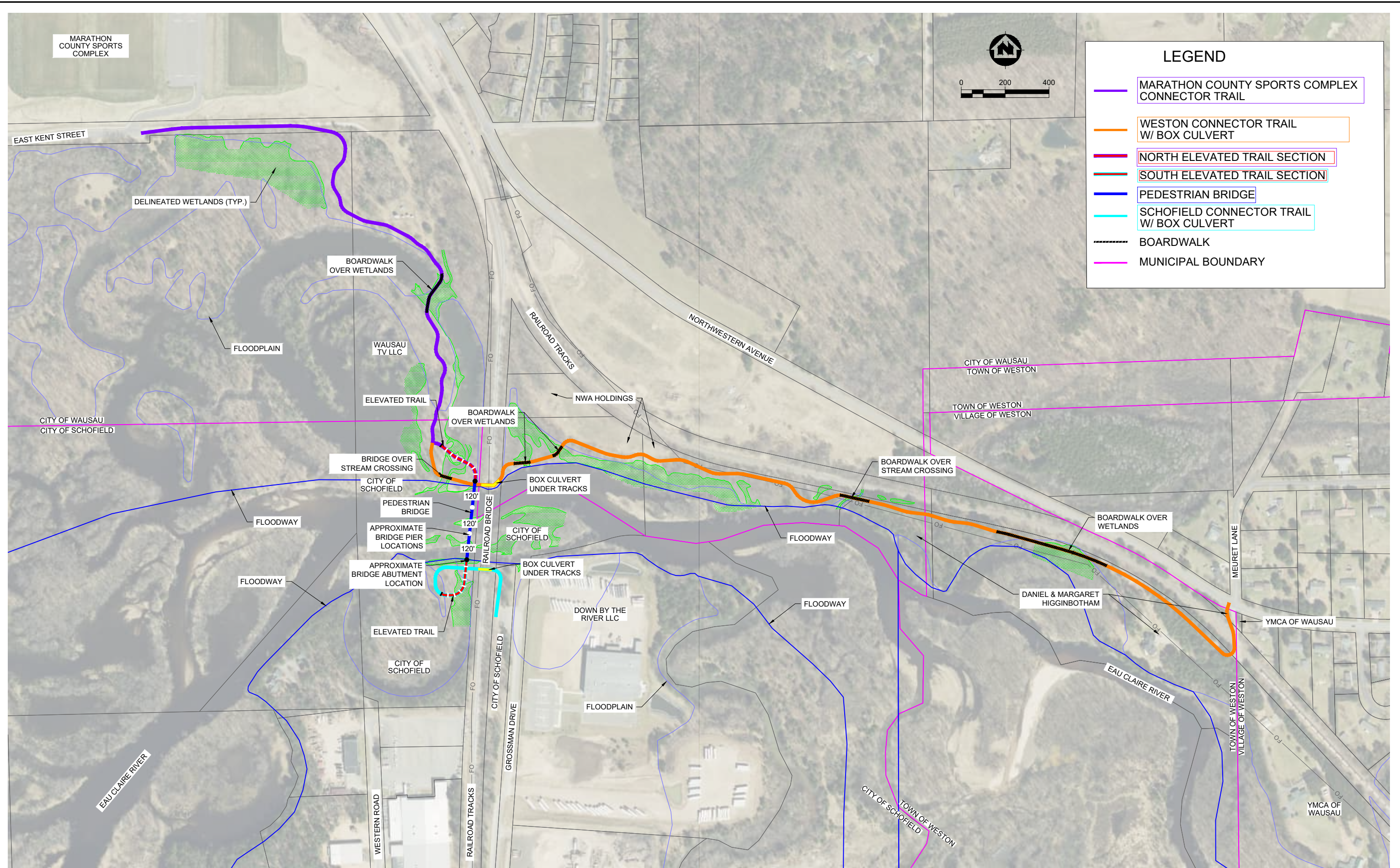
MSA
 ENGINEERING | ARCHITECTURE | SURVEYING
 FUNDING | PLANNING | ENVIRONMENTAL
 146 North Central Ave, Marshfield WI 54449
 (715) 384-2133 www.msa-ps.com
© MSA Professional Services, Inc.

EAU CLAIRE RIVER BIKE & PED TRAIL PLANNING STUDY
 CITY OF SCHOFIELD
 MARATHON COUNTY, WI

ALTERNATE 1 EXHIBIT

PROJECT NO:
07693010
 SHEET
E1.0

PLOT DATE: 7/8/2024 2:40 PM, G:\07\07693010\CADD\Construction Documents\PROJECT OVERVIEW EXHIBIT.dwg



LEGEND

- MARATHON COUNTY SPORTS COMPLEX CONNECTOR TRAIL
- WESTON CONNECTOR TRAIL W/ BOX CULVERT
- NORTH ELEVATED TRAIL SECTION
- SOUTH ELEVATED TRAIL SECTION
- PEDESTRIAN BRIDGE
- SCHOFIELD CONNECTOR TRAIL W/ BOX CULVERT
- BOARDWALK
- MUNICIPAL BOUNDARY



PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	JFK	-	-		
	DWB	-	-		
	DWB	-	-		

CONCEPTUAL

ENGINEERING | ARCHITECTURE | SURVEYING
 FUNDING | PLANNING | ENVIRONMENTAL
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EAU CLAIRE RIVER BIKE & PED TRAIL PLANNING STUDY
 CITY OF SCHOFIELD
 MARATHON COUNTY, WI

ALTERNATE 2 EXHIBIT

PROJECT NO.
07693010
 SHEET
E.1.1

PLOT DATE: 7/8/2024 2:50 PM, G:\07\07693010\CADD\Construction Documents\PROJECT OVERVIEW EXHIBIT.dwg

Agenda Item No.

3

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Update on construction of the Lead Service Line Replacements

BACKGROUND

- The 2024 LSL replacement project continues to move through construction. CIP may have further construction updates at the meeting.
- The proposed 2025 funding request will likely be very favorable for the City with the majority of the private side LSL being funded through Principal Forgiveness and the public side majority loan. The DNR is expected to issue their preliminary funding allocations list for LSL's in September.
- The city, working with CIP, is preparing 2025 communication and outreach materials which are expected to be sent in September/October.
- It is proposed to bring the second year of the agreement to the City Finance/Council in October once the DNR issues their funding list for LSL projects.

FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

Committee discussion.

Staff contact: Eric Lindman 715-261-6745



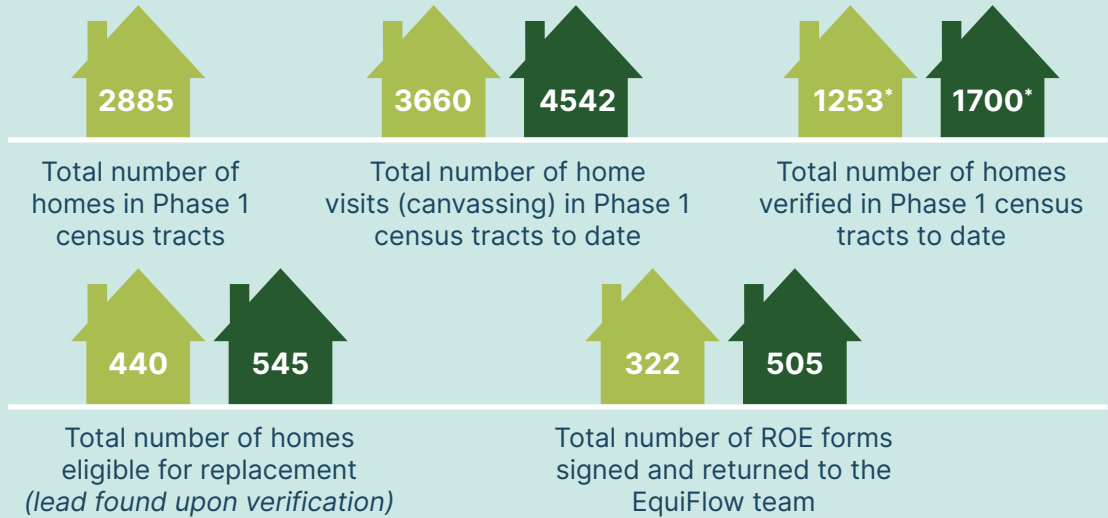
EquiFlow Wausau Lead-Free Program Monthly Progress Report

SUMMARY OF LEAD VERIFICATION EFFORTS

As of May 2024

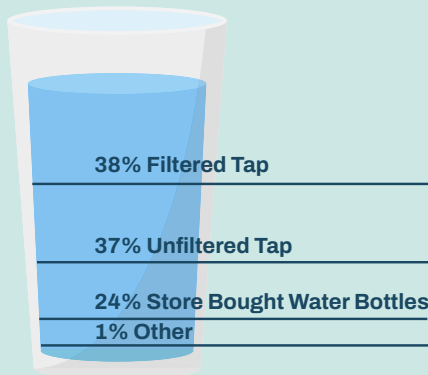
As of Sept 2024

**Includes in-person verifications from canvassing and self-verification submissions online from the project website.*

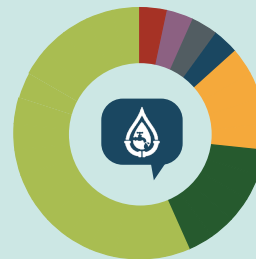


COMMUNITY OUTREACH SURVEY RESULTS

What is your current source of drinking water?



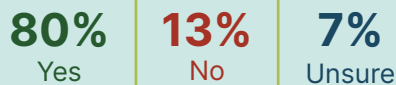
How did you hear about the program?



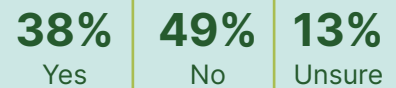
- 2% TV
- 2% Newspaper
- 3% Social Media
- 3% Word of Mouth
- 13% Door Hanger
- 15% Wausau Water Works
- 62% House Visit



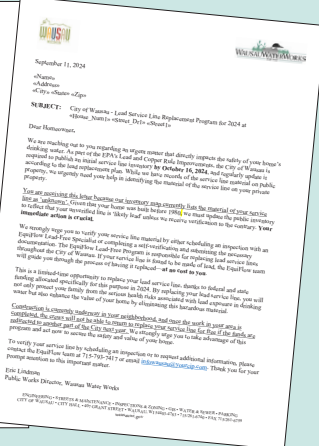
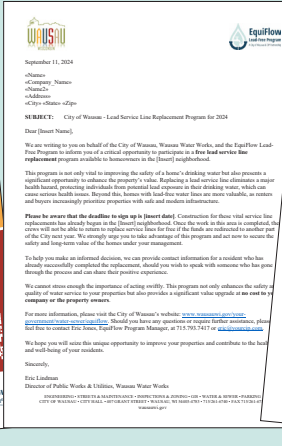
Are you aware of the potential harm lead can cause?



Do you have access to a water filter?



PHASE 1 OUTREACH EFFORTS



EquiFlow team members continue to reach out to the remaining unverified homes and homes confirmed to have lead that have not submitted signed ROEs to maximize participation in Phase 1. Outreach efforts include door-to-door canvassing, door notices, direct mailers, and engagement events.

PHASE 1 CONSTRUCTION TIMELINE

LOCATION	DATE	JUNE	JULY	AUG	SEP	OCT
Kent/Eau Claire	6/24 - 8/12					
Sturgeon Eddy	8/13 - 8/22					
Wausau East	8/23 - 8/30					
East G.D. Jones	9/3 - 9/11					
1st and 3rd Ave	9/12 - 9/18					
West G.D. Jones	9/19 - 10/9					
Wausau West	10/10 - 10/17					

PHASE 1 CONSTRUCTION PROGRESS

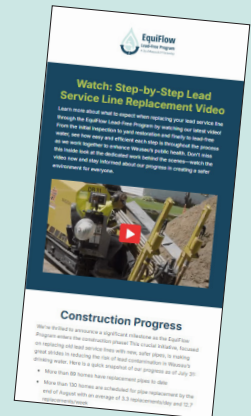
257 with service lines replaced to date

5.3/DAY Average rate of replacement for service lines in Phase 1
26/WEEK

NEW COMMUNICATIONS

The EquiFlow bi-monthly digital newsletter was distributed in August and included program updates and highlights, such as construction progress, team member spotlights, and essential educational information.

<https://preview.mailerlite.io/emails/webview/803482/129755140052747924>



OUTREACH EVENTS

- **Sept 11:** Community Partners Campus Food Bank
- **Sept 23:** Community Partners Campus Food Bank

Agenda Item No.

4

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Discussion and possible action on first revision to the State/Municipal Agreement for Grand Avenue, Kent Street to Thomas Street

BACKGROUND

Grand Avenue from Kent Street to Thomas Street is a connecting highway (Business 51). Being a connecting highway means the Wisconsin Department of Transportation (WDOT) is responsible for the reconstruction of the roadway. The WDOT has evaluated this segment of roadway and determined it is in need of reconstruction based upon the pavement condition. The State/Municipal agreement is attached. The WDOT will fund the reconstruction in accordance with the agreement.

FISCAL IMPACT

The fiscal impacts are outlined in the SMA. The City would pay 25% of the design cost, estimated to be \$187,575. The City would also be 100% responsible for any sewer or water costs on the project. The estimate for this work is \$936,000.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762



1st Revision
**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

This agreement supersedes the agreement signed by the Municipality on 09/14/2016 and signed by the State on 09/20/2016.

Date: July 24, 2024
I.D.: 6999-02-09/28/79/89
Road Name: BUS 51
Title: C Wausau, Grand Avenue
Limits: Kent Street to East Thomas Street
County: Marathon
Roadway Length: 1.21 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Grand Avenue is a four-lane undivided urban roadway located within the connecting street limits in the city of Wausau. The intersections of Sturgeon Eddy Road and Grand Avenue, Townline Road and Grand Avenue, and East Thomas Road and Grand Avenues have impediments located within the roadway lateral clearance.

FHWA eventually eliminated roadway lateral clearance as a controlling criteria item; therefore, the State decided to delay the improvement project and mark as inactive until the pavement called for an improvement need.

In 2023, the city of Wausau requested that Business 51 be relocated away from the downtown mall. The department and the city worked together to complete a study and the department agreed to relocate Business 51 to be along Grand Avenue, East Thomas Street, and South 1st Avenue/South 3rd Avenue to Stewart Avenue.

The existing pavement has alligator cracking, longitudinal and transverse cracking, and the roadway is approaching the end of its service life. The existing crosswalk curb ramps may not meet current Americans with Disabilities Act (ADA) Standards.

Proposed Improvement - Nature of work: The initial proposed improvement was to complete the necessary work to remove the lateral clearance issues. The new improvement is a reconstruct. Work will consist of removing and replacing the existing pavement structure. The project will also upgrade crosswalk curb ramps, complete curb and gutter replacement, storm sewer improvements, and evaluate intersection improvements at Sturgeon Eddy, Townline Road and East Thomas Street intersections. The project will also include sanitary sewer and water main improvements as requested by the Municipality.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
6999-02-09 ² Preliminary Engineering:	\$ 750,300	\$ 562,725	75%	\$ 187,575	25%
6999-02-28 ² Real Estate Acquisition:	\$ 425,000	\$ 425,000	100%	\$ -	0%
6999-02-79 ¹ Construction: ² Roadway (cat 0010)	\$ 6,624,600	\$ 6,624,600	100%	\$ -	0%
Subtotal:	\$ 6,624,600	\$ 6,624,600		\$ -	
6999-02-89 ¹ Construction: ² Non-Participating Local Utility	\$ 936,000	\$ -	0%	\$ 936,000	100%
Subtotal:	\$ 936,000	\$ -		\$ 936,000	
Total Cost Distribution	\$ 8,735,900	\$ 7,612,325		\$ 1,123,575	

¹Estimates include construction engineering

²See number 8 of Terms and Conditions

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 6); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a 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.
8. Basis for local participation:
 - a) **Preliminary Engineering – 6999-02-09:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 75% and the Municipality is responsible for 25% of all design engineering costs necessary for State construction projects on a connecting highway.
 - b) **Real Estate Acquisition – 6999-02-28:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the acquisition of necessary real estate. However, it shall be the responsibility of the Municipality to provide all of the real estate work and payments necessary to acquire the rights, interests, and/or releases for this project.

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

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

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

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

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

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

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

c) **Participating Construction – 6999-02-79:**

1. **Roadway Items (Category 010):** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% for the costs necessitated by the roadway project (grading, paving, etc.) unless otherwise noted in the sections below.

Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement driveways necessitated by roadway construction as follows: where there is no sidewalk, replacement in kind beyond the curb; where there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk. New driveways are not eligible for Federal/State funding.

Replacement Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement sidewalks costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction, required through WisDOT design process and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement.

If the new sidewalk is NOT required through WisDOT design process; the Municipality is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

Bicycle Accommodations: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs for bicycle accommodations, where recommended by the State's Facility's Development Manual.

Replacement Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement lighting costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 50% and the Municipality agrees to pay 50% of continuous new street lighting costs if necessitated by the project and only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the SMMA. The Municipality is responsible for 100% of any alternate design, over and above state standards and acceptable to the State.

Storm Sewers: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of costs necessary to construct a storm sewer system that accommodates roadway drainage, and surface water naturally flowing to the state trunk highway. The Municipality is responsible for 100% of the cost to over-size the storm sewer system to accommodate all additional local storm water caused by existing or future developments, and the Municipality agrees to pay these costs.

Parking Policy: In accordance with State statute 86.32(4), the Municipality is required to pay the actual construction costs and any associated costs (if applicable) of that part of the state trunk highway on which parking is permitted. The local cost share is the amount of the total project cost that represents the construction cost of the parking lane(s).

Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits.

- (d) **Non-Participating Construction Local Utilities – 6999-02-89:** The Municipality has requested to include sanitary sewer and water main improvements with the project. In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 100% of all costs associated with Municipal owned utilities or appurtenances, including but not limited to, new installation or alteration of sanitary sewer and water, including service connections. The Municipality is also responsible for 100% of all costs caused by changes to Municipal owned utilities related to other utilities (gas, electric, telephone, fire, or police alarm facilities, parking meters, irrigation systems and similar utilities).

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

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

Agenda Item No.

5

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Discussion and possible action on State/Municipal Agreement for North 3rd Avenue, West Union Avenue to West Bridge Street

BACKGROUND

North 3rd Ave is a connecting highway (Business 51). Being a connecting highway means the Wisconsin Department of Transportation (WDOT) is responsible for the reconstruction of the roadway. The engineering department requested the WDOT to evaluate this segment of roadway and the rapidly deteriorating concrete pavement condition. The WDOT tested the concrete and determined it has what is referred to as ASR, a condition which causes concrete pavements to rapidly deteriorate. Due to the ASR, the WDOT has agreed to reconstruct this segment of roadway. The State/Municipal agreement is attached. The WDOT will fund the reconstruction in accordance with the agreement.

FISCAL IMPACT

The fiscal impacts are outlined in the SMA. The City would pay 25% of the design cost, estimated to be \$34,300. The City would also be 100% responsible for any sewer or water costs on the project.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date: July 31, 2024
 I.D.: 6999-02-11, 21, & 81
 Road Name: Business 51
 Title: C Wausau, North 3rd Avenue
 Limits: W Union Street to W Bridge Street
 County: Marathon
 Roadway Length: 0.31 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Third Avenue is the southbound direction of one-way pairs within the connecting street limits in the city of Wausau. The existing urban roadway pavement has deteriorated and is reaching the end of its service life. The existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards.

Proposed Improvement - Nature of work: The proposed improvement is a pavement replacement. Work consists of removing and replacing the existing pavement. The project will also upgrade cross walk curb ramps, complete curb and gutter and sidewalk replacement, and storm sewer repairs.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 3 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
6999-02-11 ² Preliminary Engineering:	\$ 137,200	\$ 102,900	75%	\$ 34,300	25%
6999-02-21 ² Real Estate Acquisition:	\$ 30,000	\$ 30,000	100%	\$ -	0%
6999-02-81 ¹ Construction:					
² Roadway (cat 0010)	\$ 1,537,200	\$ 1,537,200	100%	\$ -	0%
Subtotal:	\$ 1,537,200	\$ 1,537,200		\$ -	
Non-Participating	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 1,704,400	\$ 1,670,100		\$ 34,300	

¹Estimates include construction engineering

²See number 8 of Terms and Conditions

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 6); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a 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.
8. Basis for local participation:
- a) **Preliminary Engineering – 6999-02-11:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 75% and the Municipality is responsible for 25% of all design engineering costs necessary for State construction projects on a connecting highway.

- b) **Real Estate Acquisition – 6999-02-21:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the acquisition of necessary real estate. However, it shall be the responsibility of the Municipality to provide all of the real estate work and payments necessary to acquire the rights, interests, and/or releases for this project.

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

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

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

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

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

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

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

- c) **Participating Construction – 6999-02-81:**

1. **Roadway Items (Category 010):** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% for the costs necessitated by the roadway project (grading, paving, etc.) unless otherwise noted in the sections below.

Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement driveways necessitated by roadway construction as follows: where there is no sidewalk, replacement in kind beyond the curb; where there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk. New driveways are not eligible for Federal/State funding.

Replacement Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement sidewalk costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction, required through WisDOT design process and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement.

If the new sidewalk is NOT required through WisDOT design process; the Municipality is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

Bicycle Accommodations: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs for bicycle accommodations, where recommended by the State's Facility's Development Manual.

Replacement Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement lighting costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 50% and the Municipality agrees to pay 50% of continuous new street lighting costs if necessitated by the project and only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the SMMA. The Municipality is responsible for 100% of any alternate design, over and above state standards and acceptable to the State.

Storm Sewers: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of costs necessary to construct a storm sewer system that accommodates roadway drainage, and surface water naturally flowing to the state trunk highway. The Municipality is responsible for 100% of the cost to over-size the storm sewer system to accommodate all additional local storm water caused by existing or future developments, and the Municipality agrees to pay these costs.

Parking Policy: In accordance with State statute 86.32(4), the Municipality is required to pay the actual construction costs and any associated costs (if applicable) of that part of the state trunk highway on which parking is permitted. The local cost share is the amount of the total project cost that represents the construction cost of the parking lane(s).

Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits.

d) **Non-Participating Construction Local Utilities:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 100% of all costs associated with Municipal owned utilities or appurtenances, including but not limited to, new installation or alteration of sanitary sewer and water, including service connections. The Municipality is also responsible for 100% of all costs caused by changes to Municipal owned utilities related to other utilities (gas, electric, telephone, fire, or police alarm facilities, parking meters, irrigation systems and similar utilities).

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

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

Agenda Item No.

6

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Discussion and possible action on Development Agreement with STS Investments LLC, west of Birchwood Drive and west of Old Coach Road

BACKGROUND

The development agreement was brought back from Council to discuss the payment of the booster station and lift station fees.

FISCAL IMPACT

The fees due for the lift station and booster station are \$700 per lot or \$2,800 for the 4 lots.

STAFF RECOMMENDATION

Staff recommends keeping the fees due at signing to eliminate the need to track these costs in the future and to keep consistent with recent developer's agreements.

Staff contact: Allen Wesolowski 715-261-6762

AGREEMENT

Document No.

Document Title

AGREEMENT BETWEEN THE CITY OF WAUSAU, THE WAUSAU WATER WORKS, AND STS Investment LLC

THIS AGREEMENT made this ____ day of _____, 2024, by and between the City of Wausau, hereinafter referred to as "CITY," the Wausau Water Works, hereinafter referred to as "UTILITY," and STS Investments LLC, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns land within the city limits of the City of Wausau, which land OWNER wishes to develop into a real estate subdivision; and

WHEREAS, the development will necessitate the installation of water main, sanitary sewer main, storm sewer, storm water facilities, and streets; and

WHEREAS, CITY is in agreement with the development provided that OWNER agrees to certain provisions with regard to construction of and/or payment for some of the aforementioned facilities; and

WHEREAS, the purpose of this document is to codify into a development agreement exactly what OWNER agrees to do and what CITY/UTILITY agrees to do.

NOW, THEREFORE, the parties hereto agree as follows:

1. Attached hereto and incorporated herein by reference, and made a part of this Agreement, is a copy of the certified survey map which shows the addition of 4 lots.
2. Inspection Services. CITY shall provide inspection/testing services for sanitary sewer main, water main, curb, gutter and pavement, sidewalk and storm sewer construction. The CITY will not bill the OWNER for these services. OWNER shall be responsible for design and field survey layout of all infrastructure including but not limited to sanitary sewer, watermain, storm sewer, stormwater management facilities, curb, gutter and pavement. The OWNER shall not start any construction until final plans have been approved by the CITY and all permits have been obtained from the WDNR for sanitary sewer and water main extensions.
3. Sanitary Sewer. All lots will be provided with sewer lift station service, and each lot shall be charged a one-time \$200 lift station fee. The lift station fees are due at the signing of this agreement.
4. Water Main. All water main will be serviced by a booster station, and each lot shall be charged a one time \$500 water booster station fee. The booster station fees are due at the signing of this agreement.
5. Stormwater Facilities. OWNER shall supply and install storm sewer pipe, inlets, ditches and detention facilities and appurtenances as shown on the engineering plans and as approved by the CITY.

Recording Area

Name and Return Address

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

6. Easements. OWNER shall dedicate or cause to be dedicated all easements required to construct all utilities needed to serve the development prior to the signing of the CSM.
7. Permits. OWNER shall obtain all permits required by CITY, Department of Natural Resources, Army Corp of Engineers, or any other governmental agency to perform any work.
8. Parkland Fees. OWNER agrees to pay \$1,600.00 (One Thousand Six Hundred Dollars and 00/100), as and for a parkland dedication fee for the 4 lots on the Certified Survey Map.
9. Street Improvements. OWNER shall install base course, curb and gutter, permanent asphalt street surface, and temporary cul-de-sac in accordance with the plans and specifications as approved by the CITY. OWNER shall install 6-inch thick concrete drive approaches to lots with established driveways at time of curb and gutter installation. In the future, sidewalk may be installed in accordance with the CITY'S normal assessment procedures. The streets shall be constructed with the surface layer of asphalt in place by November 1, 2024.
10. Waiver of Notice. OWNER, for itself, its successors and assigns, waives any notice and statutory procedures required under Chapter 66 of the Wisconsin Statutes and/or any successor statute, and under CITY ordinances, and any other requirements under the law regarding special assessments and/or impact fees, and OWNER, for itself, its successors and assigns, agrees that the fees established by CITY and as outlined in this agreement shall be placed as a lien on each individual lot, without notice and without further action.

CITY OF WAUSAU

STS Investments, LLC

BY _____
Doug Diny, Mayor

BY _____

BY _____
Kaitlyn Bernarde, Clerk

BY _____

WAUSAU WATER WORKS

BY _____
Doug Diny, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2024, the above named Doug Diny, Mayor, and , Kaitlyn Bernarde, City 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:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2024, the above named Doug Diny, President, of the Wausau Water Works, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2024, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission:_____

This instrument was drafted by the Engineering Department for the City of Wausau, 407 Grant Street, Wausau, WI 54403-4783.



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

P.O.B. NW CORNER OF LOT 12

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

LOT 24 WEST HILL OWNED BY OTHERS

NORTH CORNER OF OUTLOT 1, CSM #15644

SW CORNER OF LOT 24

RIGHT-OF-WAY

LOT 21 WEST HILL OWNED BY OTHERS

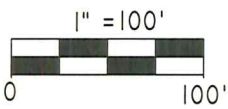
OUTLOT 1 CSM #15644 VOL. 71, PG. 68 OWNED BY OTHERS

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



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

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 4

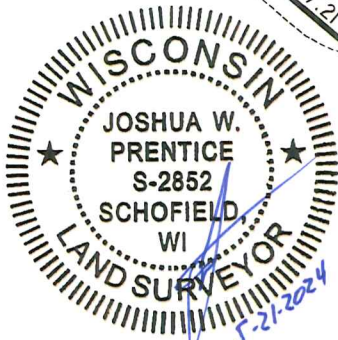
23,232 SQ.FT.
0.533 ACRES

LOT 3

27,161 SQ.FT.
0.624 ACRES

LOT 2

39,377 SQ.FT.
0.904 ACRES



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
- 126.00' - MEASURED BEARING/LENGTH

NOTES:

1. FIELD SURVEY WAS COMPLETED ON 5-10-2024.
2. 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.
3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

Agenda Item No.

7

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – September 12, 2024***

AGENDA ITEM

Discussion and possible action on closing 28th Avenue between Madonna Drive and West Wausau Avenue

BACKGROUND

The current closure and future closure of 28th Avenue has been discussed at IF in the past months. The current road closure is at Maple Creek Drive. Staff would like to discuss moving this closure one block south to Madonna Drive.

FISCAL IMPACT

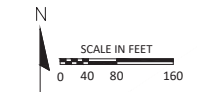
Minimal at this point, just the sign maintenance.

Reconstruction costs for the final roadway configuration will occur in 2026.

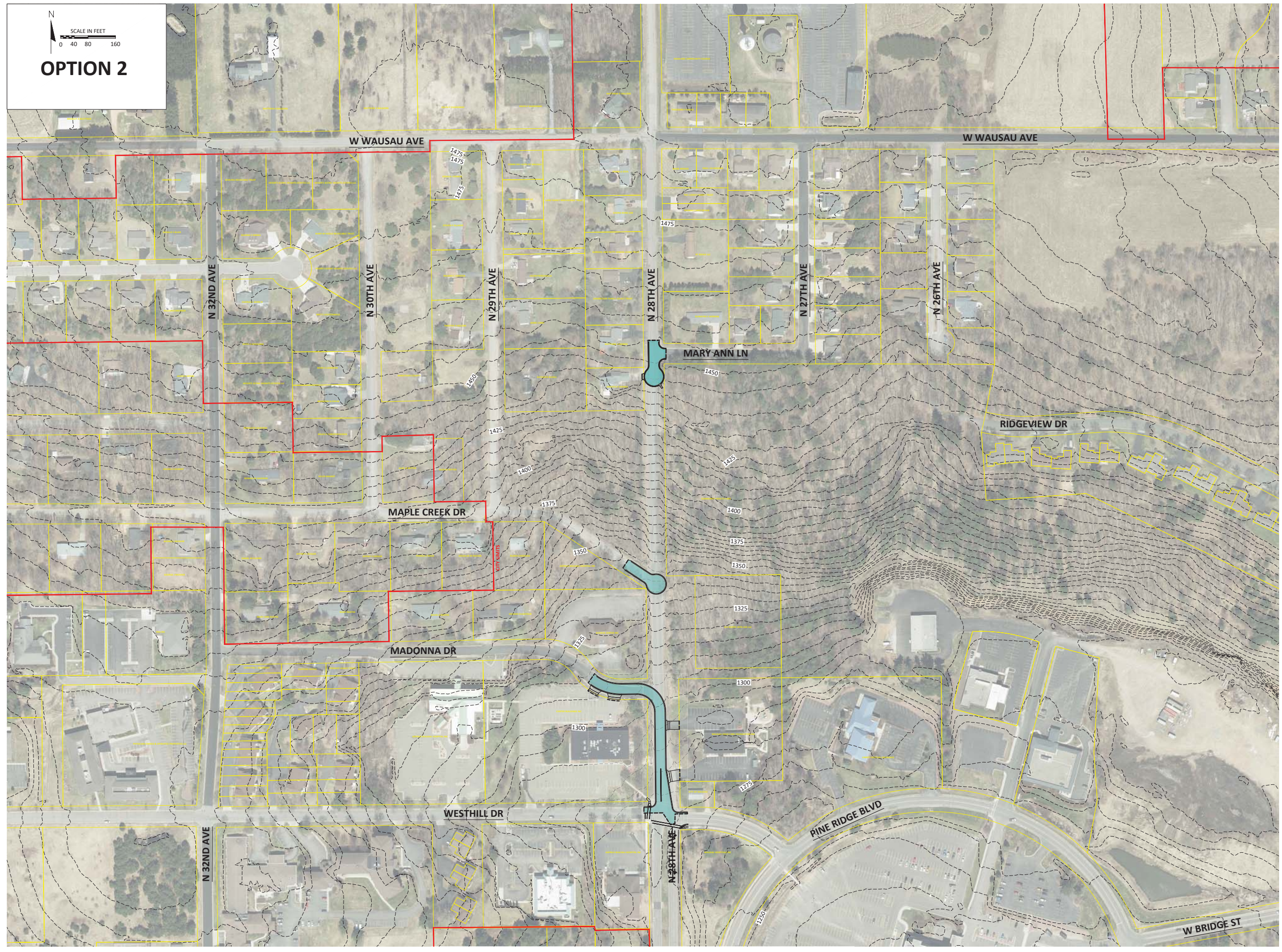
STAFF RECOMMENDATION

Staff recommends moving the closure south one block to Madonna Drive.

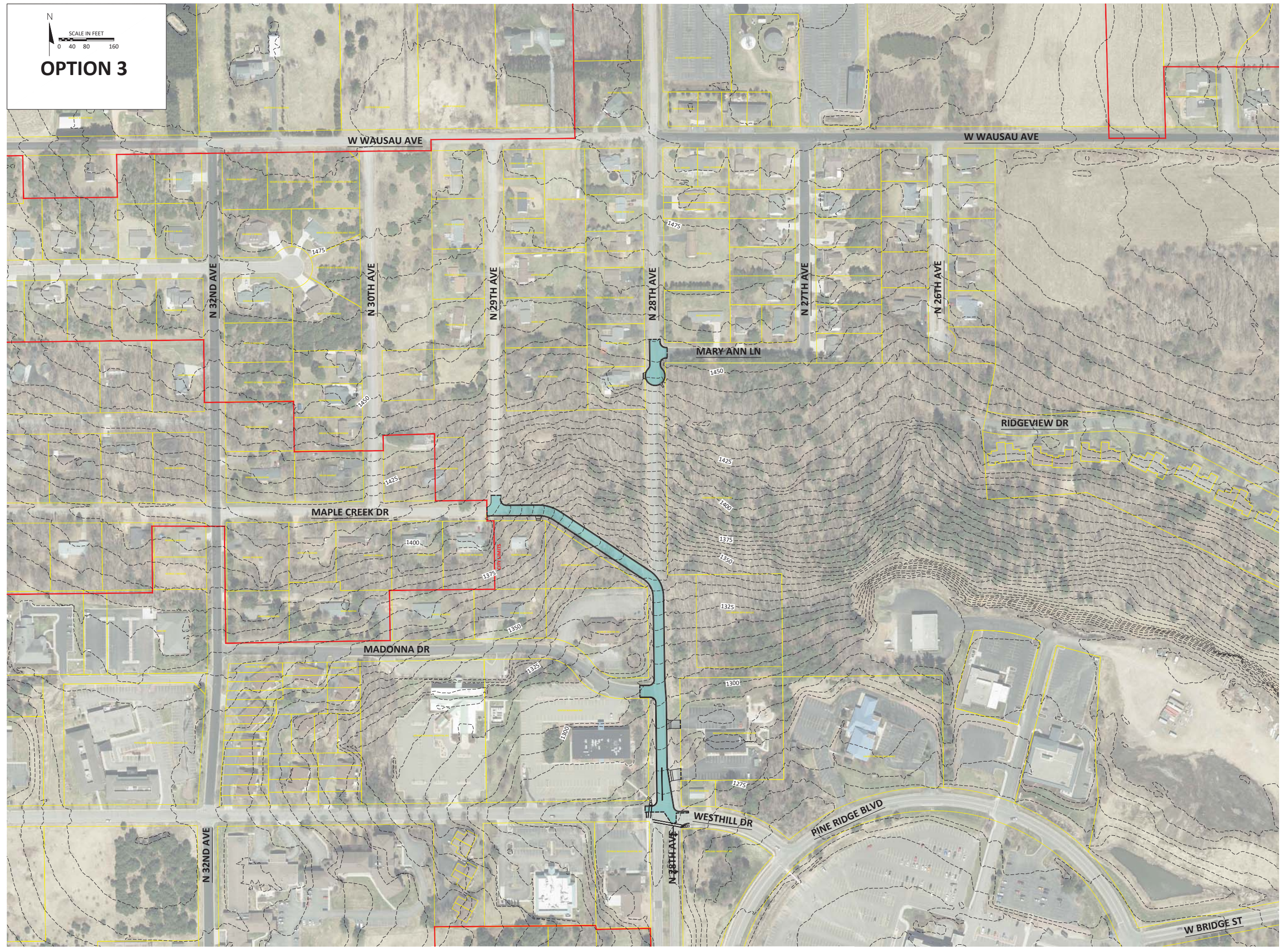
Staff contact: Allen Wesolowski 715-261-6762



OPTION 2



N
SCALE IN FEET
0 40 80 160
OPTION 3



STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE - September 12, 2024

AGENDA ITEM
Discussion and possible action approving Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park)
BACKGROUND
On August 29, 2024, the City sold the southerly one-half of the Franklin Street vacated right-of-way to the Woodson YMCA Foundation Inc. for expansion purposes. The City and YMCA had previously entered into a lease for a portion of the property for their outdoor childcare play area on September 19, 2018, so the lease was terminated as part of the sale. The YMCA is now looking to temporarily relocate the outdoor childcare play area to a location in Yawkey Park which would require the execution of a Temporary Lease Agreement, while construction of their expansion project is underway.
FISCAL IMPACT
STAFF RECOMMENDATION
Staff recommends approval of the Temporary Lease Agreement.
Staff contact: Anne Jacobson

AGREEMENT FOR TEMPORARY LEASE OF A PORTION
OF
YAWKEY PARK

THIS AGREEMENT, made this _____ day of _____, 2024, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Woodson YMCA Foundation Inc., hereinafter referred to as "YMCA";

WITNESSETH:

WHEREAS, CITY, is the owner of the park adjacent to the YMCA's property, in the City of Wausau; and

WHEREAS, YMCA wishes to lease a portion of the park, which is delineated on "Exhibit A" attached hereto and incorporated hereby reference and shall hereinafter be referred to as "LOT" to temporarily relocate their childcare facility, allowing YMCA to utilize the LOT for their childcare facility, and CITY will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, YMCA shall have the exclusive use of LOT for the provision of temporarily relocating their childcare facility; that in return, YMCA agrees to pay CITY \$1.00 as consideration.
2. This Lease shall commence on the date entered above and shall terminate on May 30, 2025.
3. LOT shall be continuously used as a part of YMCA's childcare program. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore. YMCA will keep LOT clean and attractive in appearance at all times.
4. YMCA shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition. If and when this lease is terminated, YMCA shall return LOT to its original condition.

Notwithstanding anything to the contrary contained herein, YMCA will keep, maintain, and preserve LOT in a first class condition.

5. YMCA will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of CITY. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
6. YMCA shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of YMCA's interest in this Lease or in LOT without CITY's prior written consent. Any attempted assignment, transfer, mortgage,

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: Part of 291.2907.253.0649

use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.

7. Nothing in this Lease shall be construed so as to authorize or permit any insurer of CITY or YMCA to be subrogated to any right of CITY or YMCA against the other party arising under this Lease. CITY and YMCA each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either CITY or YMCA shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either CITY or YMCA from obtaining any such policy.
8. Either party may terminate this Agreement upon 90 days' prior written notice to the other party.
9. YMCA hereby agrees that CITY shall not be liable for injury to YMCA's business or any loss of income or other consequential damages or for damage to the equipment or other property of YMCA, YMCA's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall CITY be liable for injury to YMCA's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

YMCA shall indemnify, defend and hold harmless CITY from and against any and all claims arising from YMCA's use of LOT, or from the conduct of YMCA's business or from any activity, work or things done, permitted or suffered by YMCA in or about LOT or elsewhere and shall further indemnify, defend and hold harmless CITY from and against any and all claims arising from any breach or default in the performance of any obligation on YMCA's part to be performed under the terms of this Lease, or arising from any negligence of YMCA, or any of YMCA's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against CITY by reason of any such claim, YMCA, upon notice from CITY, shall defend the same at YMCA's expense by counsel satisfactory to CITY. YMCA, as a material part of consideration to CITY, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and YMCA hereby waives all claims in respect thereof against CITY; however, the provisions in this paragraph shall not apply to those cases in which CITY is negligent.

10. CITY shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of general liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$2,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of YMCA at its expense or other equipment, or personal property located in LOT.
11. YMCA will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
 - A. All-risk property insurance covering the full replacement value of all of YMCA's leasehold improvements, equipment, parking meters and personal property within LOT.

- B. Commercial general liability insurance naming CITY and YMCA as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of general liability not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage. For each year in which this Lease is in effect, YMCA shall provide to CITY and any party designated by CITY a copy of the insurance policy endorsement or wording showing that CITY and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to CITY even if CITY has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
12. The rights of YMCA under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that YMCA's rights under this Lease and possession of LOT shall not be disturbed so long as YMCA is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination YMCA shall promptly execute such further instruments as may be requested by CITY, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by CITY and/or any mortgagees or proposed mortgages. YMCA at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of YMCA to execute any of the above instruments within ten (10) days upon written request to do so by CITY, shall constitute a breach of this Lease and CITY will be entitled to, at its option; (i) execute, acknowledge, and deliver any such instrument on behalf of YMCA as YMCA's attorney-in-fact (YMCA hereby constituting and irrevocably appointing CITY as YMCA's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate YMCA's interest therein.
13. YMCA shall at any time, upon not less than ten (10) days after the giving of written notice by CITY, execute, acknowledge and deliver to CITY or to such person designated by CITY, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to YMCA's knowledge, any uncured defaults on the part of CITY hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of YMCA, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by CITY. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
14. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
15. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by CITY to YMCA or by YMCA to CITY shall be deemed to be complied with, when and if, the following steps are taken:
- A. All payments required to be made by YMCA to CITY hereunder shall be payable to CITY at City of Wausau c/o Finance Department, 407 Grant Street, Wausau, WI 54403, or such other addresses CITY may specify from time to time by written notice delivered in accordance herewith.

B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: YMCA: YMCA Attention Director, 707 N. 3rd Street, Wausau, WI 54403; and for CITY: City of Wausau, Attn: Finance Director, 407 Grant Street, Wausau, WI 54403, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

16. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

17. This Agreement shall run with the land during the period stated in paragraph 2 and shall be binding upon CITY, its successors in title, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

[Signatures follow on next page]

CITY OF WAUSAU

By: _____
Doug Diny, Mayor

BY: _____
Kaitlyn A. Bernarde, Clerk

WOODSON YMCA FOUNDATION, INC.

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above-named Doug Diny, Mayor, and Kaitlyn A. 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: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

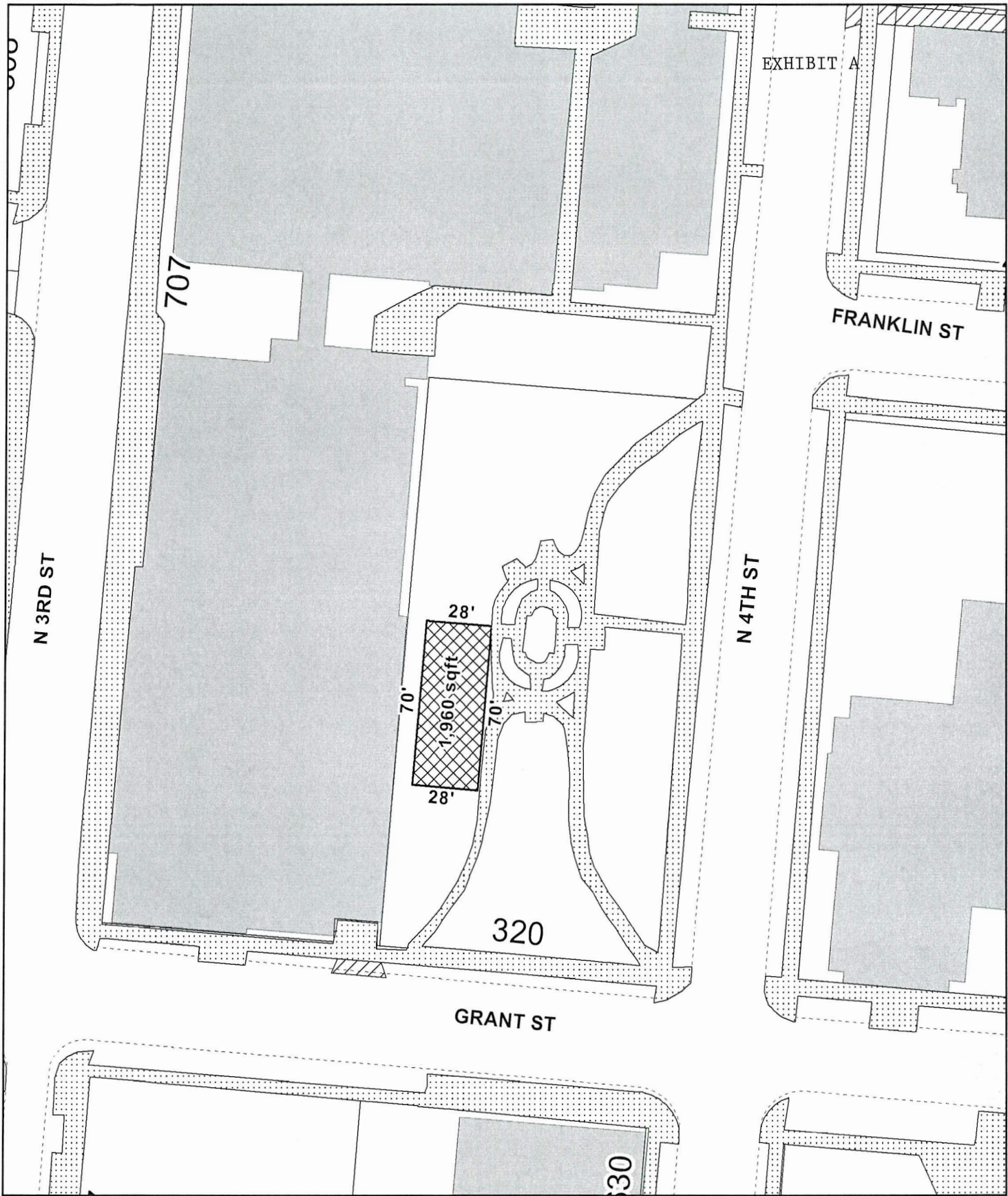
Personally came before me this _____ day of _____, 2024, the above-named _____ of Woodson YMCA Foundation, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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

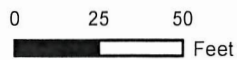
Part of Lot 2 (Yawkey Park) of Certified Survey Map No. 19888 recorded as Document No. 1904150 in the Office of Register of Deeds for Marathon County, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Northerly 70 feet of the Southerly 138 feet of the Easterly 28 feet of the Westerly 36 feet of said Lot 2.



Map Date: September 5, 2024

City of Wausau
Marathon County Wisconsin



- Road Edge
- Sidewalks
- Driveways
- Existing Building Footprints
- Proposed Easement

Map Location

