



## OFFICIAL NOTICE AND AGENDA

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

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

Meeting of the:

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

Date/Time:

**Thursday, March 9, 2023 at 5:15 p.m.**

Location:

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

Members:

Lou Larson (C), Doug Diny, Gary Gisselman, Chad Henke, Lisa Rasmussen

### AGENDA ITEMS FOR CONSIDERATION

1. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a
  - A. Approval of minutes of the February 9, 2023 meeting.
  - B. Action on easement with RL 17th LLC at 109 South 17th Avenue.
  - C. Action on easement with MKB Wausau LLC at 110 South 17th Avenue.
  - D. Action on easement with Wisconsin Public Service Corporation at 919 South 48th Avenue.
2. Discussion and possible action on parking restrictions on Sherman Street between 3rd Avenue and 4th Avenue.
3. Discussion and possible action on the sale of 123 West Thomas Street.
4. Discussion and possible action on accepting right-of-way for Washington Street from 14th Street to Kickbusch Street.
5. Discussion and possible action on alternative options for the planter located on the northwest corner of 3rd Street and Jefferson Street.
6. Discussion and possible action on State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue.
7. Discussion and possible action on approving Governmental Responsibility Resolution for Application of an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant.
8. Discussion and possible action on amending Section 10.20.040 - No parking during snow removal.

Adjournment

LOU LARSON - Committee Chair

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail [lori.wunsch@ci.wausau.wi.us](mailto:lori.wunsch@ci.wausau.wi.us) with "CISM 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 03/03/23 @ 2:00 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](mailto:ADAServices@ci.wausau.wi.us) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Distribution List: City Website, Media, Committee Members, Mayor, Council Members, Assessor, Attorney, City Clerk, Community Development, Engineering, Finance, Inspections, Park Dept., Planning, Public Works, County Planning, Police Department, Wausau School District, Becher Hoppe Associates, REI, Judy Bayba, Scholfield Group, Clark Dietz, Inc., Brown and Caldwell, Property owners on Sherman Street between 3rd Ave and 4th Ave, Tyler Vogt.

## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Date of Meeting: February 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Doug Diny, Chad Henke, Lisa Rasmussen, Gary Gisselman

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Chris Barr

### **Approval of minutes of the January 12, 2023 meeting**

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Diny moved to approve the minutes of the January 12<sup>th</sup> meeting. Henke seconded and the motion carried unanimously 5-0.

### **Discussion and possible action on driveway request for 2201 Grand Avenue**

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A request was received to add a driveway at 2201 Grand Avenue. Wesolowski explained that under Wausau Municipal Code Section 12.20.080 there is an access management plan for Grand Avenue that would prohibit an additional driveway. He noted that this parcel has driveways off Kent Street.

Dan Higginbotham, 2625 Northwestern Avenue, appeared on behalf of the owner of the property. The access management plan was created in 1996. At that time there was no need for driveway access as K-Mart was still there and there was a stop light on the south side of K-Mart for access. The access management plan is quite limited; it goes from the city limits to Kent Street. The only properties on the east side of Grand are Brickner's, the former K-Mart parcel which is now apartments, and the shopping center. Brickner's has access at the stop light. The party that purchased the shopping center is looking to revitalize. He is getting kickback from potential tenants. Those wanting to go to the south end of the shopping center have to go north on Grand Ave, east on Kent Street, and back south to get to the southernmost building of the shopping center. They are requesting an access only driveway, similar to what Kwik Trip has in Weston where there is an angle entrance only on the north side of their building and an entrance/exit on the east end of the building. The owner is trying to be a good neighbor and trying to do some lighting, parking lot, and building façade fixups.

Wesolowski pointed out the requested driveway location, which is across from Eau Claire Boulevard. There are no driveways for this parcel off of Grand Avenue. There are three driveways on Kent Street. Kent Street is a signalized intersection with good access. The proposal is for a right-in only driveway. Wesolowski is not sure how we would keep people from exiting. Higginbotham stated the driveway could be moved north to where there is a median. It could be a 45-degree angle similar to Kwik Trip and clearly marked. The owner is willing to give up the first driveway on Kent Street.

Because we do not have a non-mountable median in that area, Rasmussen feels it would be almost impossible to enforce no exit from the driveway. With Grand Avenue's width and traffic flow, it is dangerous enough at times. It appears that the approaches on Kent Street were reconstructed when the road was done. Three entry points from a signalized intersection is robust access to the site. She is hard-pressed to cut into the curb that close to the corner when it is not that much of an effort for someone to go around the corner to get into the site. This access has been this way for a long time and the public is used to going around the corner to get in and out.

Diny feels that 90% of the traffic on Kent Street is for the Kwik Trip on the north side. He asked if an entrance on the southern part would make it less congested. It would be hard for Wesolowski to guess how much traffic would take the entrance. Grand and Kent is a big intersection and more than capable of handling the traffic that is there.

Henke questioned why the access management plan was created in 1996. Wesolowski indicated that was when reconstruction started on Grand Avenue from Kent to the city limits. The access management plan was developed to call out driveways that would and would not be allowed in the future.

Larson will not be supporting this. He sees it as a hazard and an unpoliceable situation. People will make left turns there and will try to go across.

Higginbotham stated retail businesses have been degrading since 2000. This has not been a robust shopping center by any means and has slowly gone into disrepair. The person that has purchased it is trying to revitalize it. He does not think this will create a precedence for the city. 17<sup>th</sup> Avenue has almost the same traffic count as this street, but there is no management plan on 17<sup>th</sup>. There are some businesses that have two or three accesses onto 17<sup>th</sup>, both in and out. If we move the driveway north, the median will block people from going across to Eau Claire Boulevard. Rasmussen believes if the driveway is moved north, it would create a pinch point between people parking and navigating the parking lot. If moved too far north, it would be too close to the signals creating a totally different problem. Higginbotham would want to move it just north enough to where there is a median.

Lindman feels if it is moved any further north, it would encroach on the right turn lane and create conflicts. Anytime a new driveway is put onto Grand, it creates conflicts and there is no way to police them. Consideration was given to what access is there now. Staff's perspective is that there is adequate access to the site and would not recommend another access onto Grand.

Deb Ryan, 702 Elm Street, goes to this shopping center quite often. She believes there are a number of residents in the apartments nearby that walk over. She feels one of the new owner's first priorities should be the inside of Family Dollar.

Gisselman is torn as he is looking at it from the business part of Grand Avenue. Some people on the southeast side are concerned about the lack of business on Grand Avenue. He encourages business development there, but this may open up some traffic congestion. He does not see where there could be a compromise without causing more issues.

Diny moved to approve the driveway as requested. Seconded by Henke and the motion failed 1-4 with Henke, Rasmussen, Gisselman, and Larson the dissenting votes.

### **Discussion and possible action on parking restrictions on North 2<sup>nd</sup> Avenue between Eldred Street and Strowbridge Street**

Wesolowski explained there are apartment buildings from Strowbridge to Eldred. People from the apartments have been parking on the street. The road is 37' back-to-back. Typically, if a roadway is 37' back-to-back, we do not restrict parking. They do park close to the intersections so it may make sense to restrict parking 50' back from the intersections.

Larson did not see a petition in the packet and asked how this was brought forward to committee. Rasmussen received feedback from the plow driver. 2<sup>nd</sup> Avenue between Eldred and Strowbridge is a hill. The driver gets to the crest of the hill and there are cars everywhere causing issues getting through. By the time he gets up and over the hill, he is committed. This apartment complex has ample parking for everyone that lives in the building; the residents just do not want to park there. People are parking on 2<sup>nd</sup> Avenue from the corner all the way to the crest of the hill. With the wing up, the plow driver can barely make it through and cannot clean the road properly. In other areas we have put parking restrictions on one side from November to April, which solves the winter problem.

Diny asked why people are not parking in the parking lot. Rasmussen guesses they want to make entry into the building by the front door versus the back door to have a shorter walk when they are carrying bags. This complex has existed in this neighborhood since 1975. Parking has become an issue only within the last few years. There are a number of buildings, and each unit contains 8 apartments. Even if each unit has two cars, there is still enough room to park off street. She believes it is a matter of convenience for the tenant.

If parking is restricted here, Larson asked if Rasmussen would foresee a problem with people parking on other streets. Rasmussen guesses they would move around the corner onto Eldred. If they park on Eldred, they would most likely only park on one side. The goal should be that they park in the parking lot.

Chris Barr explained the problem is when you come off Eldred Street, south onto 2<sup>nd</sup> Avenue. He slides across the street because it goes from a flat area to a hill. He suggested restricting parking on the east side because he does not turn left off of Eldred with the plow.

Rasmussen moved to restrict parking on the east side for the entire block from November 1<sup>st</sup> to April 1<sup>st</sup>. Seconded by Diny and the motion carried unanimously 5-0.

### **Discussion and possible action on parking restrictions on Summit Drive from Beechwood Drive to North 3<sup>rd</sup> Avenue**

Rasmussen said this area has the same issue. The pinch point is the Beechwood/Summit Drive intersection. This request came from the plow driver and a neighbor in the 1600 block of Summit. The issue is coming from the apartments and condos along the curve. Trash pickup for the apartment and the condo has to T in on the curve and it is a tight corner to begin with. The request is for parking restrictions on one side from November to April. Discussion followed.

Stuart Mikul, 321 Summit Drive, lives in the condo. His children visit and need parking. There are no driveways up to Beechwood on the other side of the street. He checked early this morning and there were two cars in front of the apartment building and one across the street. He questioned overnight parking limitations and if the Tech parking lot would be something he could use for overnight parking if needed. Rasmussen said the private sector owns that lot and an arrangement would have to be worked out with the owner. Discussion followed on restricting parking on the south side during the winter. Mikul added that their mailboxes are out front and sometimes the mailman has to jockey in and out due to parked vehicles.

Rasmussen moved to restrict parking on the south side of Summit Drive between Beechwood and North 3<sup>rd</sup> Avenue from November 1<sup>st</sup> to April 1<sup>st</sup>. Henke seconded.

Henke noted alternative side parking overnight in the wintertime. Rasmussen said the enforcement is lacking and there is an insane number of violators.

There being a motion and a second, motion to restrict parking on the south side of Summit Drive between Beechwood and North 3<sup>rd</sup> Avenue from November 1<sup>st</sup> to April 1<sup>st</sup> carried unanimously 5-0.

### **Discussion and possible action on lease with Lamar Advertising for billboard signs at Bridge Street and 3<sup>rd</sup> Street**

Wesolowski stated Lamar is asking for a 5-year lease. Last time the lease was approved for one year.

Rasmussen believes the Planning Department has been trying to get rid of this billboard for a number of years. Every time this comes up, staff recommends getting rid of it and then there is an uprising from the businesses that utilize the sign for advertising. Last time, Lamar was willing to negotiate the lease that if the parcel needed to be reclaimed for a legitimate commercial development, we would be able to exit the lease arrangement and get the billboard removed. In the meantime, we generated revenue from the lease. If the exit clause in the lease is such that we could accommodate development with reasonable notice to Lamar to remove the billboard, it seems silly not to continue to lease the land.

Gisselman asked if there was an exit clause in the existing agreement. If we can get out of the lease in a reasonable amount of time and its not doing any harm, why should we give up the income. Alfonso stated the lease is in the packet. Paragraph 5 indicates Lessor may terminate this lease upon 60 days written notice if the intention by the lessor is to redevelop this premises either through a lease or sale. It envisions we would only terminate it if we were developing it; we could not arbitrarily end it.

Rasmussen feels that is a fair exit clause and added that there is a robust list of advertisers that use the sign. Gisselman also believes marketing individuals have appeared in the past stating it is a great advertising/marketing tool.

Larson is not for this as he believes there is not a place for billboards in the city anymore. With internet, tv and radio advertising, he believes this is an eyesore.

Diny asked if there have been any formal complaints or efforts by others to remove the sign other than compliance with non-conformance. Wesolowski is not aware of any complaints. Rasmussen said we received a hail of complaints from people who wanted to keep it when we planned to get rid of it.

Rasmussen moved to renew the lease for 5 years using the terms outlined in the sample lease in the packet. Motion was seconded and carried 4-1 with Larson the dissenting vote.

### **Discussion and possible action on design alternatives for Downtown Street Redevelopment**

The entire presentation provided by Matt Graun, Vice President of Becher Hoppe, and Sean Jergens, SRF, can be viewed at [https://www.youtube.com/watch?v=fIFkMbHuF\\_U](https://www.youtube.com/watch?v=fIFkMbHuF_U).

Rasmussen asked if the expectation is for the final finished state to be 2+ years out depending on the phased development. Wesolowski indicated the final state for 3<sup>rd</sup> and Jackson would be 2024. We would need to budget for this in 2024. Assuming Block 4 is completed at that point, Rasmussen asked if that would hinder the progress of Block 5. Graun stated the focus would be to finish the area from the parking lane on the west side of the road to the east in 2024. There would still be a little bit of working area for development in Block 3 or Block 5.

Gisselman asked what the rest of the project looks like once Block 4 is developed. Graun indicated they want to use Block 5 for staging. Technically, the city does not own Block 5. Once Block 4 gets to capacity, they plan to work on Block 5. Discussion followed. Graun noted the developers have a vested interest in getting the areas looking good as soon as they can as they want to attract people to the area. Graun added that they are looking at redoing the façade on the Sears Ramp to the north. Wesolowski explained that the former Sears building butted up to the ramp. The existing knee walls do not meet code and there is currently temporary fencing. At a minimum we will have to put railing or something in this area. The façade on HOM Furniture and the Imaginarium will get a huge upgrade this summer. The City may want to do something to match their façade. Improvements will be needed for the Penney's elevator to make it accessible.

Henke asked how temporary 2<sup>nd</sup> Street will be. Graun stated it would be 6" of base course with 2" of asphalt. The ultimate goal would be to pulverize that as a base for the future concrete surface. There should not be much of a need for barricades. There will be a gradual slope going to the Block 3 area. Henke can see a lot of people coming out of the JC Penney's Ramp going to the Imaginarium and suggested adding a pedestrian light.

Rasmussen moved to accept the 30% plan rendering recognizing that initially everything will be done in a temporary state and directed staff to continue to work with the stakeholders to proceed to the appropriate percentage of planning to get started in 2023. Seconded by Henke.

Diny asked if the intersections that are shaded on the rendering indicate brick. Jergens explained the shading represents colored concrete potentially in the roadway. This is being evaluated but their strong preference is that all of the roadway, driving and parking surfaces be concrete.

There being a motion and a second, motion to accept the 30% plan rendering recognizing that initially everything will be done in a temporary state and directed staff to continue to work with the stakeholders to proceed to the appropriate percentage of planning to get started in 2023 carried unanimously 5-0.

### **Adjourn**

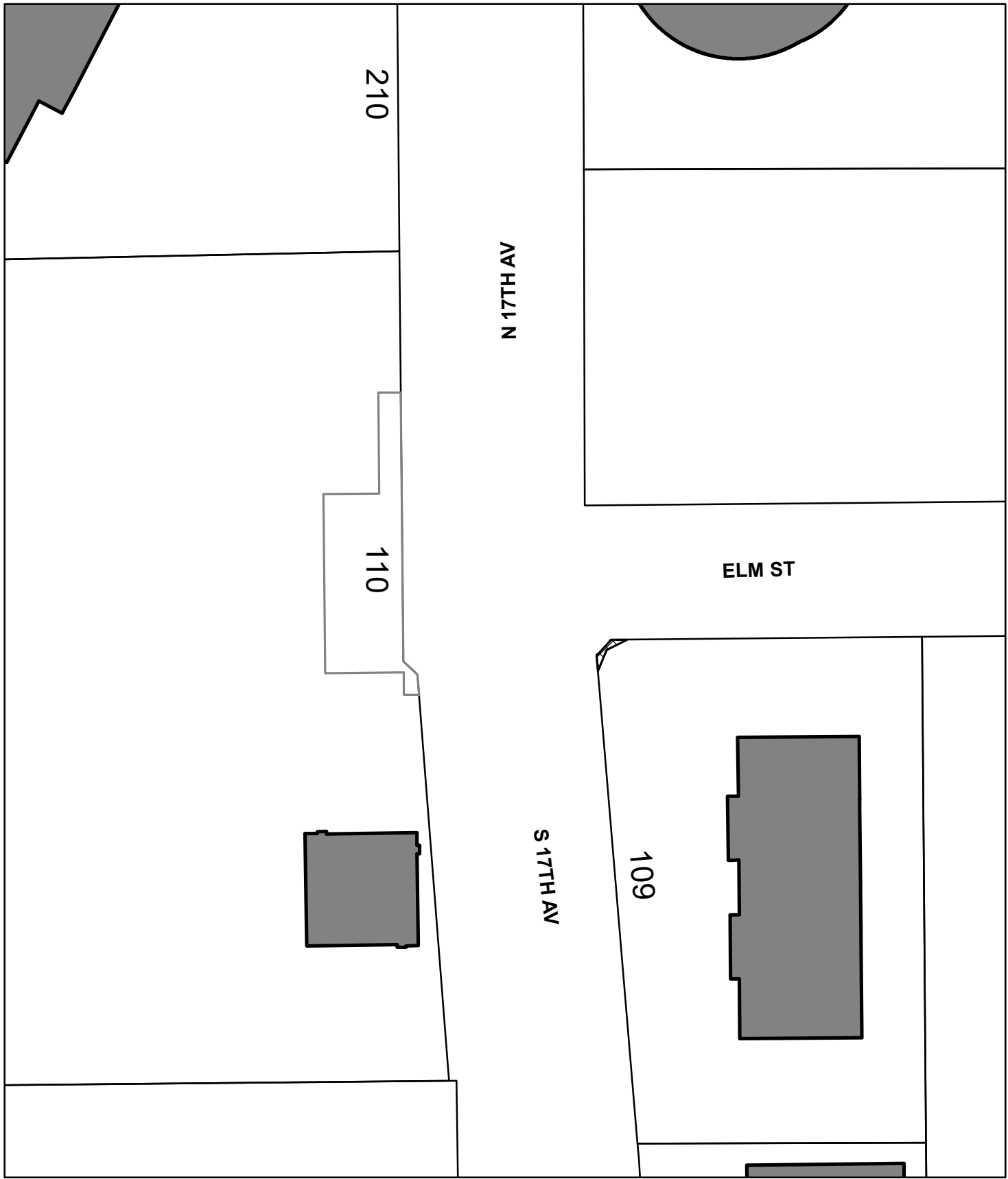
Rasmussen moved to adjourn the meeting. Henke seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 6:45 p.m.

Agenda Item No.

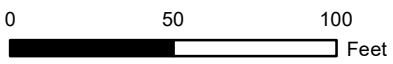
1B

**STAFF REPORT TO CISM COMMITTEE – March 9, 2023**

<b>AGENDA ITEM</b>
Action on easement with RL 17 <sup>th</sup> LLC at 109 South 17 <sup>th</sup> Avenue
<b>BACKGROUND</b>
The city will be reconstructing 17 <sup>th</sup> Avenue, which will include upgrading the pedestrian facilities at the intersection 17 <sup>th</sup> Avenue and Elm Street. To provide ADA approved sidewalk widths and slopes, a small portion of sidewalk must be placed on the property of 109 S. 17 <sup>th</sup> Avenue. To legally complete the sidewalk improvements, an easement from MKB Wausau at 109 S. 17 <sup>th</sup> Avenue is required.
<b>FISCAL IMPACT</b>
N/A
<b>STAFF RECOMMENDATION</b>
Staff recommends approval of the easement.
Staff contact: TJ Niksich 715-261-6748



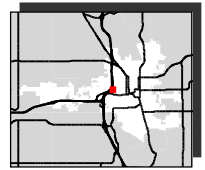
City of Wausau  
Marathon County Wisconsin



Legend

- Parcels
- Right of Way
- Road Edge
- Proposed Easement (West Side)
- Proposed Easement (East Side)

Map Location



Agenda Item No.

1C

**STAFF REPORT TO CISM COMMITTEE – March 9, 2023**

**AGENDA ITEM**

Action on easement with MKB Wausau LLC at 110 South 17<sup>th</sup> Avenue

**BACKGROUND**

The city will be reconstructing 17<sup>th</sup> Avenue, which will include replacing traffic signals, storm water infrastructure and sidewalk at the intersection 17<sup>th</sup> Avenue and Elm Street. The existing facilities requiring replacement are currently placed outside of the right-of-way and on the property of 110 S. 17<sup>th</sup> Avenue. To legally complete the reconstruction improvements, an easement from MKB Wausau at 110 S. 17<sup>th</sup> Avenue is required.

**FISCAL IMPACT**

N/A

**STAFF RECOMMENDATION**

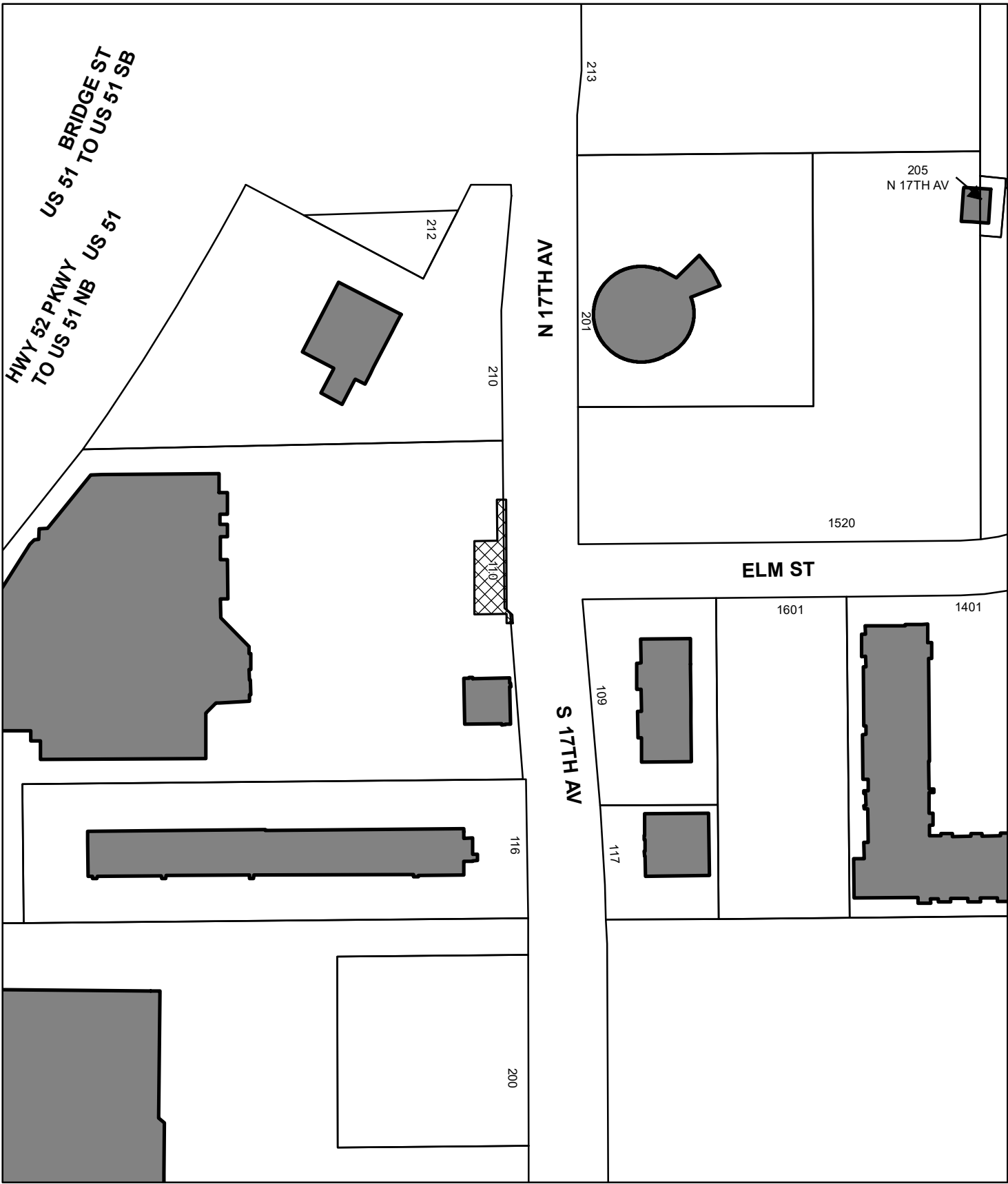
Staff recommends approval of the easement.

Staff contact: TJ Niksich 715-261-6748

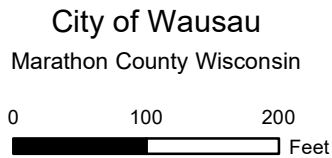


US 51 BRIDGE ST  
TO US 51 SB

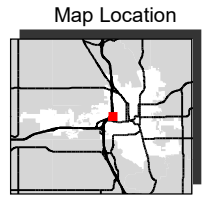
HWY 52 PKWY  
TO US 51 NB US 51



Map Date: January 20, 2023



- Legend**
- Parcels
  - Right of Way
  - Road Edge
  - Proposed Easement



Agenda Item No.

1D

**STAFF REPORT TO CISM COMMITTEE – March 9, 2023**

**AGENDA ITEM**

Action on easement with Wisconsin Public Service Corporation at 919 South 48<sup>th</sup> Avenue

**BACKGROUND**

The wastewater utility is upgrading the sanitary sewer along the RR corridor near 48<sup>th</sup> Ave that flows to the lift station. This work is in preparation of the 2024 Stewart Ave reconstruction project which will relocate the force main to flow wastewater through this new larger sewer main being installed this year.

Staff has been working for almost 2-years to get permits from two separate RR's, ATC power company and now working with WPS to relocate their power lines and place them underground in order to complete our work. The attached request from WPS is to acquire an easement along City property for placing their power lines.

**FISCAL IMPACT**

None for the easement.

**STAFF RECOMMENDATION**

Approve the easement.

Staff contact: Eric Lindman 715-261-6745

# ArcGIS Web Map

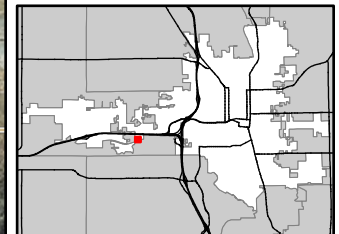
City of Wausau / DPW

Date: 3/3/2023

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- Municipal Boundaries
- Parcel
- LiftStation
- Force
- Collector
- Manhole



### NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau  
Public Works / GIS Division  
407 Grant St  
Wausau, WI 54403  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)

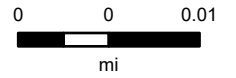


Ayres Associates Inc  
Geospatial Division  
5201 E Terrace Dr, Suite 200  
Madison, WI 53713  
(608) 443-1200  
[www.ayresassociates.com](http://www.ayresassociates.com), City of Wausau  
407 Grant St  
Wausau, WI 54403  
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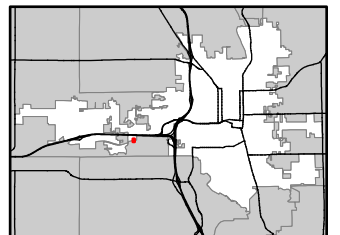
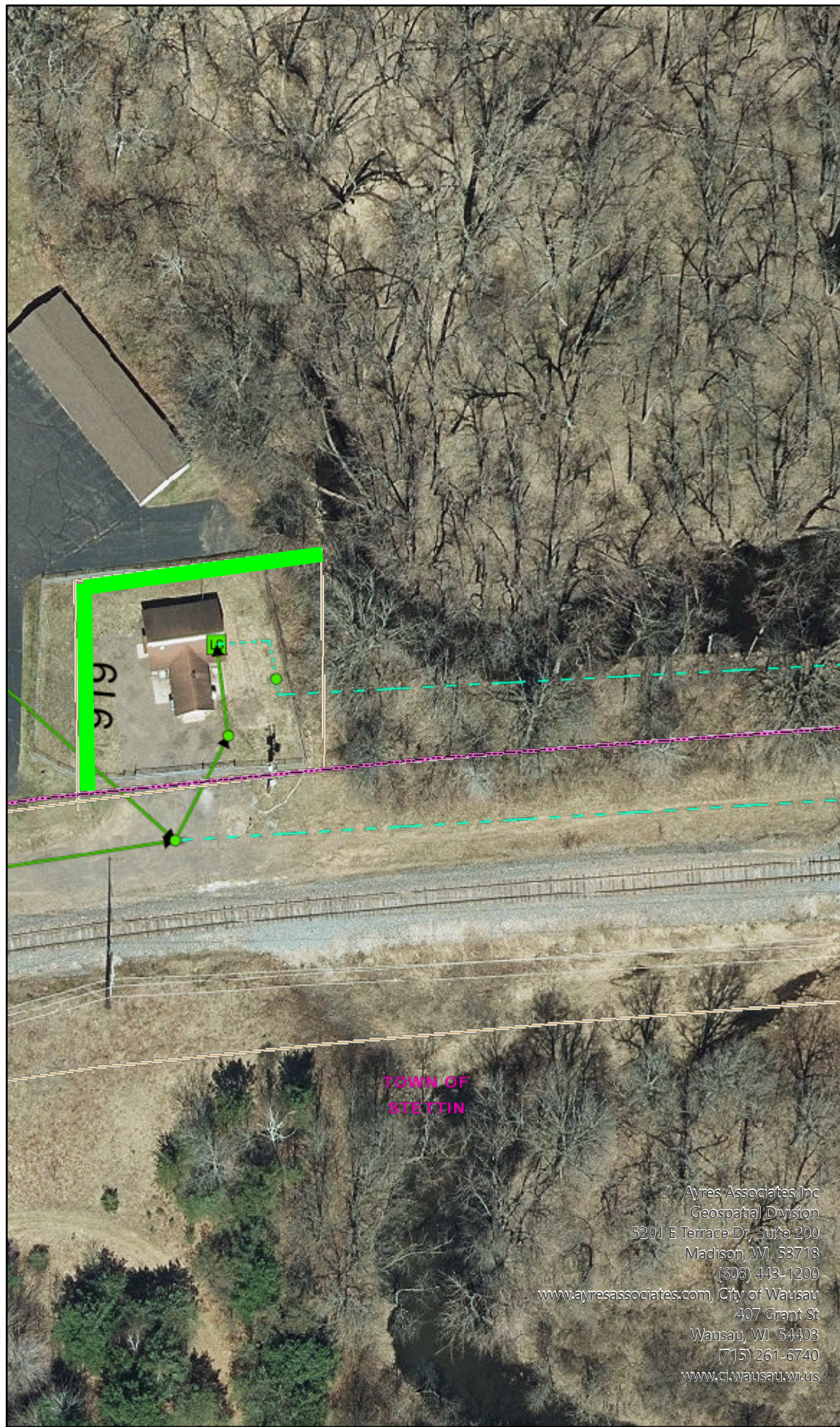
# ArcGIS Web Map

## City of Wausau / DPW

Date Printed: 3/3/2023



- Municipal Boundaries
- Parcel
- LiftStation
- Force
- Collector
- Manhole



TOWN OF  
STETTIN

Ayres Associates Inc  
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[www.ayresassociates.com](http://www.ayresassociates.com), City of Wausau  
407 Grant St  
Wausau, WI 54403  
(715) 261-6740  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)

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Public Works / GIS Division  
407 Grant St  
Wausau, WI 54403  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Wausau, a municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor’s land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 1 of Certified Survey Map No. 5760, Recorded in the Marathon County Register of Deeds Volume 21 of Certified Survey Maps on Page 78 of Certified Survey Maps as Document 919714; being part of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) of Section 32, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, more particularly described as follows:

*The West 12 feet and the North 12 feet of the above described Lot 1.*

See the attached Exhibit “A”.

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor’s property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee’s facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

Return to: Wisconsin Public Service Corp. Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001
Parcel Identification Number (PIN) <b>291-2907-324-0998</b>

- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

**City of Wausau**

Corporate Name \_\_\_\_\_

Sign Name \_\_\_\_\_

Print name & title \_\_\_\_\_

Sign Name \_\_\_\_\_

Print name & title \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)SS

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**City of Wausau, a municipal corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

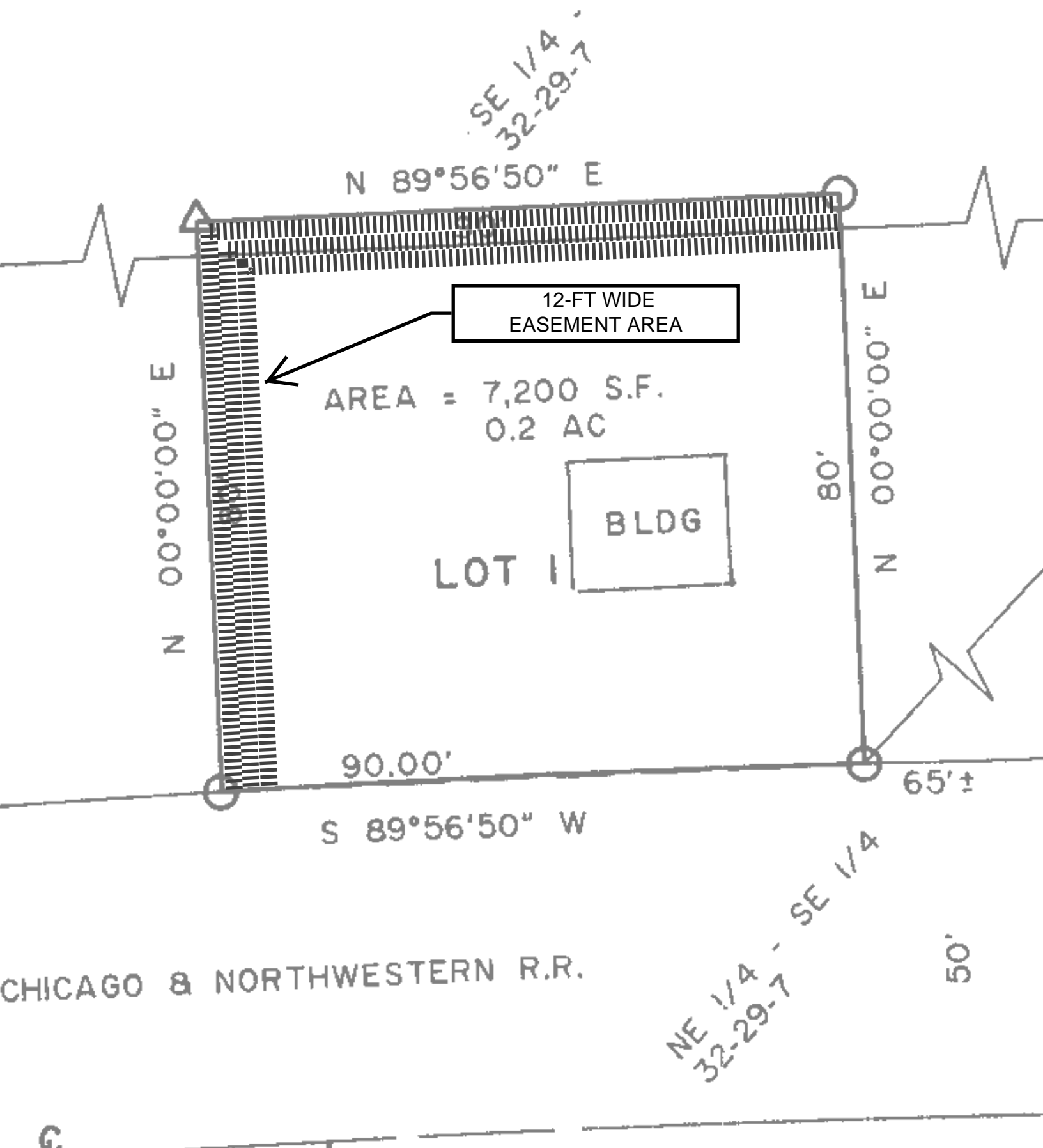
Sign Name \_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

This instrument drafted by: Philip Paradies  
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1467576	WMIS-3350968	3305840	INT11-467-576

**EXHIBIT "A"**  
NOT TO SCALE  
FOR REFERENCE ONLY





**AGENDA ITEM**

Discussion and possible action on parking restrictions on Sherman Street between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue

**BACKGROUND**

The Wausau PD and Engineering received a request for possible parking restrictions on the south side of Sherman Street between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue. The request was to limit parking on the south side of Sherman Street from the alley to 3<sup>rd</sup> Avenue. The current parking restriction limits parking on the south side of Sherman Street 65’ west of the intersection of 3<sup>rd</sup> Ave. See the attached picture for the current signs.

**FISCAL IMPACT**

Minimal, move signs if necessary.

**STAFF RECOMMENDATION**

Engineering has reviewed the existing ‘No Parking’ regulations and signs and make the recommendation to keep the current regulations in place. The current restrictions keep the parked cars back from 3<sup>rd</sup> Avenue for sight line concerns and turning movement concerns. The alley is a very low volume, low speed intersection with minimal conflicts. This same concern for sight line with parked cars occurs on every street where an alley intersects a street. Further restrictions on parking on this side of the street will likely push the parked cars to the north side of the street or further west. This would create concerns/complaints from adjacent property owners.

Staff contact: Allen Wesolowski 715-261-6762

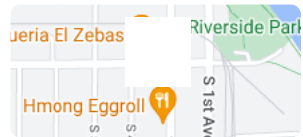
Google Maps 306 Sherman St



Wausau, Wisconsin  
Google Street View  
Sep 2019 See more dates

Google

Image capture: Sep 2019 © 2023 Google

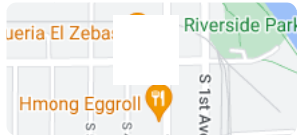


Google Maps 306 Sherman St



Wausau, Wisconsin  
Google Street View.  
Sep 2019 See more dates

Image capture: Sep 2019 © 2023 Google



**AGENDA ITEM**

Discussion and possible action on the sale of 123 West Thomas Street

**BACKGROUND**

The above referenced property was previously brought forward to CISM to authorize the advertising bids to sell this property. One bid was received in the amount of \$750, the minimum bid amount set by CISM. I have attached the previous Staff Report from the October 2022 CISM meeting which outlines the process for the sale of City property.

The property was formally advertised twice and brought to BPW for bid opening. Both times there were no bids received. The bid we received arrived after the deadline and was then brought forward to the next BPW to officially and publicly open the bid. The bid was \$750 submitted by St Vincent DePaul.

The current property along Thomas St, 131 W. Thomas St (owned by St Vincent DePaul) has a narrow oblong strip of land owned by the city. The owner of the adjacent property has requested interest in purchasing this property as they currently have their business sign located on this property.

**FISCAL IMPACT**

Revenue of \$750.

**STAFF RECOMMENDATION**

Staff recommends selling the property at 123 Thomas St for \$750.

Staff contact: Eric Lindman 715-261-6745

**AGENDA ITEM**

Discussion and possible action on sale of 123 West Thomas Street

**BACKGROUND**

The current property along Thomas St, 131 W. Thomas St (owned by St Vincent DePaul) has a narrow oblong strip of land owned by the city. The owner of the adjacent property has requested interest in purchasing this property as they currently have their business sign located on this property.

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

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

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

*3.12.030 – If no objection is raised,*

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

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

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

To begin the process to sell this property CISM will need to provide approval to start the sale process and to set a minimum price for the property. Staff recommends setting a minimum price at \$750 and any interested parties will need to bid the minimum to be considered.

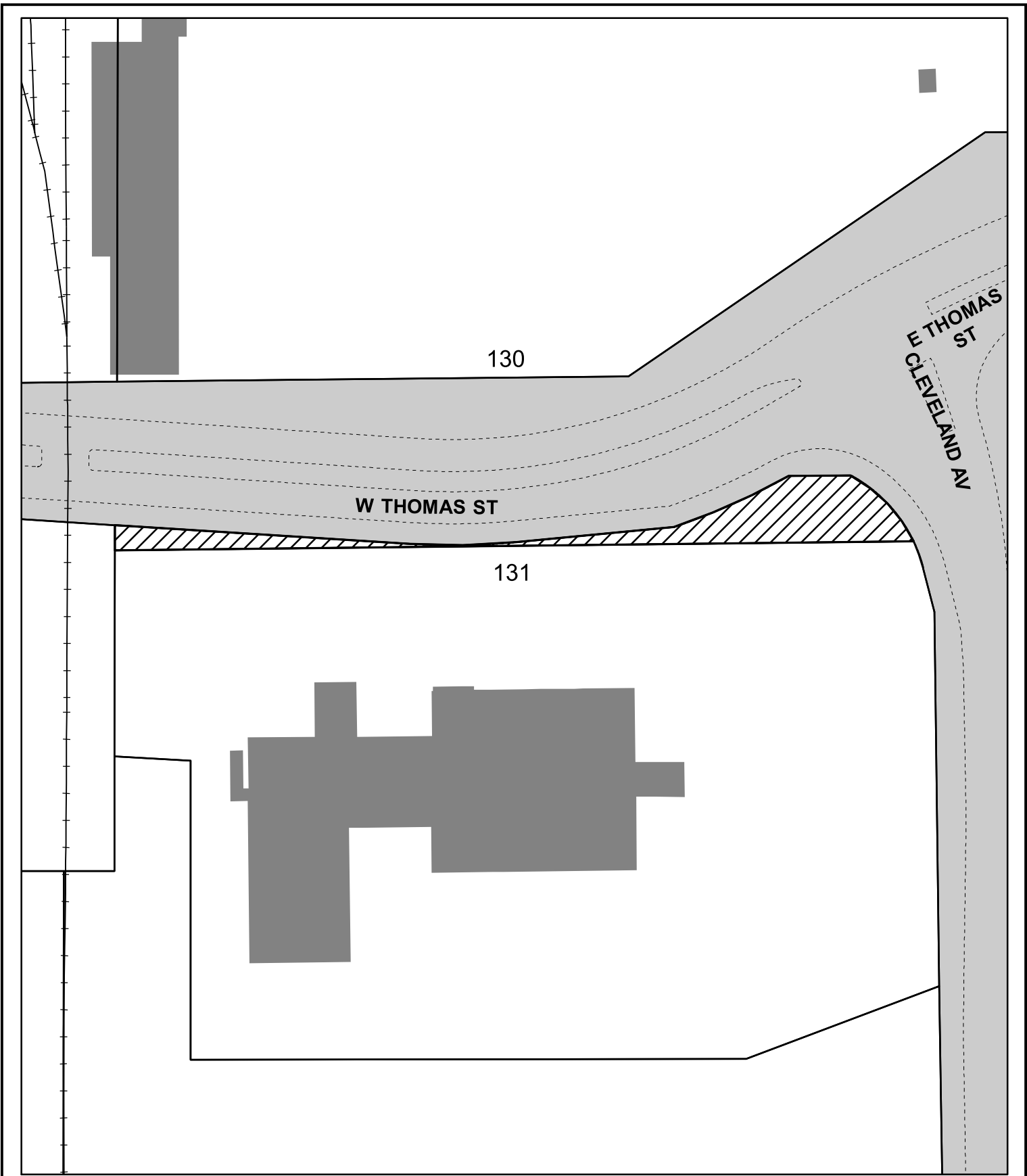
**FISCAL IMPACT**

Revenue from sale of property.

**STAFF RECOMMENDATION**

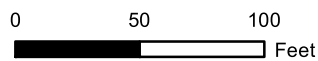
Staff recommends this property be offered to other city departments and if there are no objections have this property advertised for bids.

Staff contact: Eric Lindman 715-261-6745







Map Date: August 26, 2022

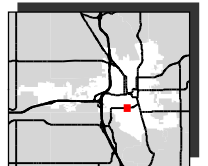
City of Wausau  
Marathon County Wisconsin



**Legend**

-  Parcels
-  Right of Way
-  Road Edge
-  Proposed Disposition

**Map Location**



**Bid to Purchase Property from City of Wausau**

I hereby submit the following bid to purchase the surplus City-owned property located at 123 West Thomas Street. The parcel is approximately 6,200 sq. ft. and is not a buildable lot.

**A minimum bid price of \$750 is required.**

Bid price: \$ 750

Briefly describe your intended use of the property at 123 West Thomas Street: \_\_\_\_\_

SVdP ELECTRONIC SIGN IS LOCATED  
ON THIS PARCEL OF LAND

Name: ST VINCENT de PAUL (KEN TOKARZ)

Mailing Address: 131 WEST THOMAS ST.  
WAUSAU WI 54401

Telephone: KEN'S CELL 715-571-3675 Date: 2/10/23

Signature of bidder: Ken Tokarz, VP

**Bids shall include a deposit of 10% of the bid price in the form of a cashier, personal, or business check.**

Sealed bids shall be submitted by 4:30 p.m. on December 6, 2022, to the City Engineering Department at Wausau City Hall, 407 Grant Street, Wausau, WI 54403.

The City of Wausau reserves the right to reject any or all bids.

**AGENDA ITEM**

Discussion and possible action on accepting right-of-way for Washington Street from 14<sup>th</sup> Street to Kickbusch Street

**BACKGROUND**

The Wausau School District is proposing the attached Certified Survey Map to extend Washington Street from just east of N. 14<sup>th</sup> Street to Kickbusch Street. This CSM would dedicate a 60-foot right-of-way to be used for a public roadway. This roadway would eliminate the dead end on Kickbusch Street and provide an alternate access for Hawthorn Hills School.

**FISCAL IMPACT**

The Wausau School District is proposing to construct the roadway. The City would be responsible for all future maintenance, rehabilitation, and future reconstructions.

**STAFF RECOMMENDATION**

Engineering recommends accepting the dedication of right-of-way.

Staff contact: Allen Wesolowski 715-261-6762





**REI**

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

# MARATHON COUNTY CERTIFIED SURVEY MAP

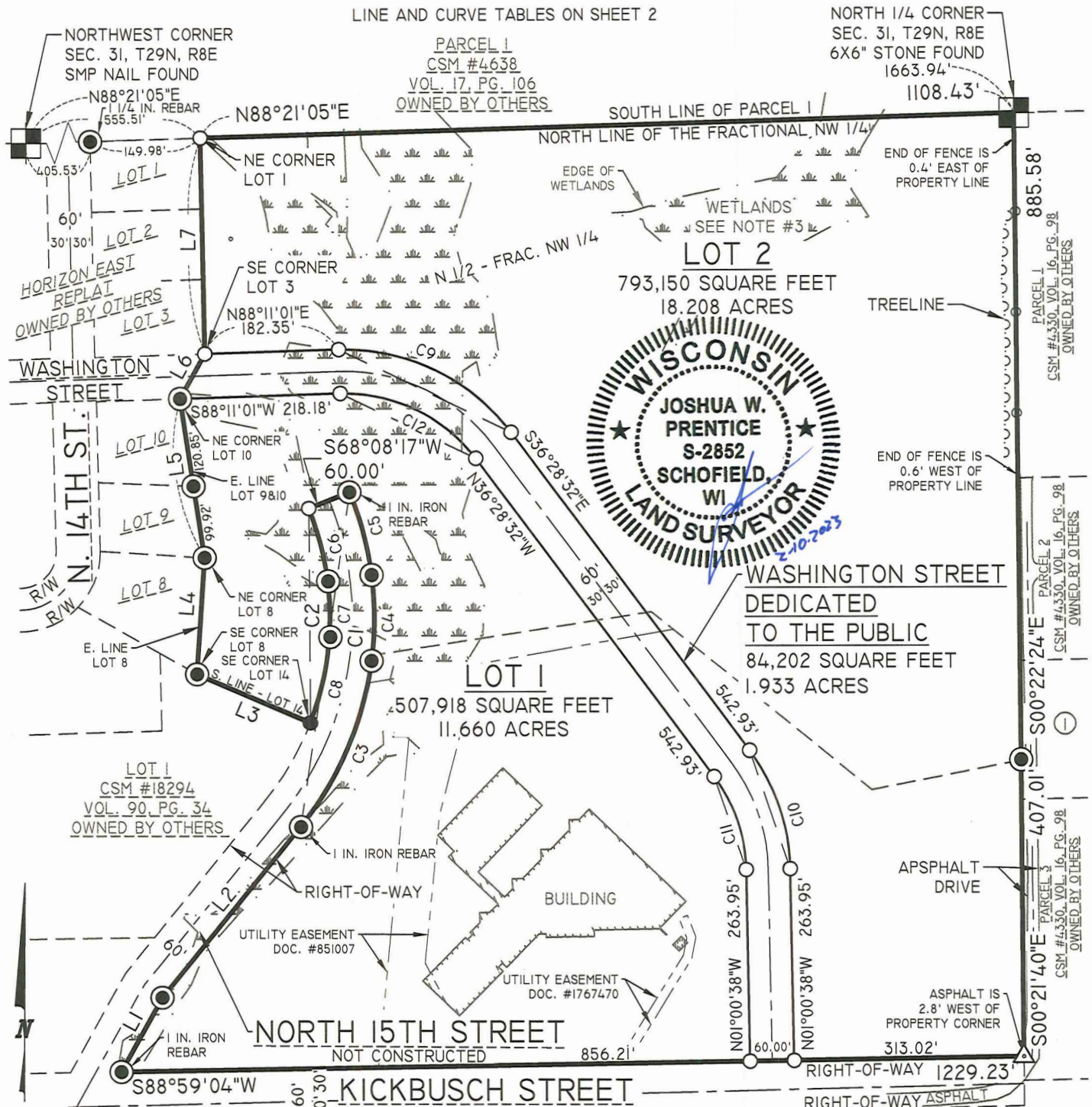
MAP NO. \_\_\_\_\_

PREPARED FOR: WAUSAU SCHOOL DISTRICT

LANDOWNER: WAUSAU SCHOOL DISTRICT

ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

LINE AND CURVE TABLES ON SHEET 2



**NOTES:**

1. FIELD SURVEY WAS COMPLETED ON 1-30-2023.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, MEASURED TO BEAR NORTH 88°21'05" EAST.
3. THE WETLANDS SHOWN WERE DELINEATED IN JULY 2022 BY STAR ENVIRONMENTAL.
4. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.
5. STORM WATER MANAGEMENT AGREEMENT, DOCUMENT NUMBER 1713878 APPLIES TO LOT 1 & LOT 2.
6. CURRENT PARCEL IDENTIFICATION NUMBERS ARE 29129083120042 AND 29129083120987.
- ① PARCEL 1, CSM #5161, VOL. 19, PG. 29, OWNED BY OTHERS

1" = 200'



### LEGEND

- - 1 IN. IRON BAR FOUND UNLESS NOTED
- - #10 X 18 IN. IRON REBAR WEIGHING 4.303 LBS/LIN. FT. SET
- △ - PK NAIL SET
- (126') - RECORDED BEARING/LENGTH
- 126.00' - MEASURED BEARING/LENGTH
- R/W - RIGHT-OF-WAY

**REI**

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

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

PREPARED FOR: WAUSAU SCHOOL DISTRICT

LANDOWNER: WAUSAU SCHOOL DISTRICT

ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	486.13'	459.28'	60°38'46"	N08°27'40"E	463.76'
C2	301.85'	399.28'	43°18'54"	S00°12'16"E	294.71'
C3	249.82'	459.28'	31°09'58"	N23°12'04"E	246.76'
C4	118.22'	459.28'	14°44'55"	N00°14'38"E	117.90'
C5	118.09'	459.28'	14°43'54"	N14°29'46"W	117.76'
C6	103.75'	399.28'	14°53'19"	N14°25'04"W	103.46'
C7	76.67'	399.28'	11°00'07"	N01°28'21"W	76.55'
C8	121.43'	399.28'	17°25'29"	N12°44'27"E	120.96'
C9	270.45'	280.00'	55°20'27"	S64°08'45"E	260.06'
C10	173.31'	280.00'	35°27'53"	S18°44'35"E	170.56'
C11	136.18'	220.00'	35°27'53"	N18°44'35"W	134.01'
C12	212.49'	220.00'	55°20'27"	N64°08'45"W	204.33'
(C1)	(--)	(459.20')	(--)	(--)	(--)
(C2)	(--)	(459.20')	(--)	(--)	(--)
(C3)	(--)	(399.20')	(--)	(--)	(--)
(C4)	(--)	(459.20')	(--)	(--)	(--)
(C5)	(--)	(459.20')	(--)	(--)	(--)
(C6)	(--)	(399.20')	(--)	(--)	(--)
(C7)	(--)	(399.20')	(--)	(--)	(--)
(C8)	(--)	(399.20')	(--)	(--)	(--)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N28°47'03"E	116.86'
L2	N58°47'03"E	302.06'
L3	N66°35'32"W	167.80'
L4	N03°50'32"E	160.52'
L5	N08°23'04"W	220.76'
L6	N29°01'24"E	69.88'
L7	N00°55'56"W	296.64'
(L1)	(--)	(116.92')
(L2)	(--)	(302.08')
(L3)	(S66°25'46"E)	(167.62')
(L4)	(S5°W)	(160')
(L5)	(N7°07'22"W)	(220.76')
(L6)	(--)	(--)
(L7)	(N0°14'40"E)	(297')





**REI**

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

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

PREPARED FOR: WAUSAU SCHOOL DISTRICT

LANDOWNER: WAUSAU SCHOOL DISTRICT

ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 88°21'05" EAST, COINCIDENT WITH THE NORTH LINE OF SAID FRACTIONAL NORTHWEST 1/4, 555.51 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID HORIZON EAST REPLAT AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°21'05" EAST, COINCIDENT WITH SAID NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4, 1108.43 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE SOUTH 00°22'24" EAST, COINCIDENT WITH THE EAST LINE OF SAID HORIZON EAST PLAT, 885.58 FEET; THENCE SOUTH 00°21'40" EAST, COINCIDENT WITH SAID EAST LINE OF HORIZON EAST PLAT, 407.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KICKBUSCH STREET; THENCE SOUTH 88°59'04" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 1229.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 15TH STREET; THENCE NORTH 28°47'03" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 116.86 FEET; THENCE NORTH 38°47'03" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 302.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE 486.13 FEET, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 459.28 FEET, A CENTRAL ANGLE OF 60°38'46" AND A CHORD THAT BEARS NORTH 08°27'40" EAST FOR 463.76 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH 15TH STREET; THENCE SOUTH 68°08'17" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID NORTH 15TH STREET AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 301.85 FEET, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 399.28 FEET, A CENTRAL ANGLE OF 43°18'54" AND A CHORD THAT BEARS SOUTH 00°12'16" EAST FOR 294.71 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID HORIZON EAST REPLAT; THENCE NORTH 66°35'32" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 14, 167.80 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID HORIZON EAST REPLAT; THENCE NORTH 03°50'32" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 8, 160.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE NORTH 08°23'04" WEST, COINCIDENT WITH THE EAST LINE OF LOT 9 & LOT 10 OF SAID HORIZON EAST REPLAT, 220.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 10 AND THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE NORTH 29°01'24" EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET, 69.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET AND THE SOUTHEAST CORNER OF LOT 3 OF SAID HORIZON EAST REPLAT; THENCE NORTH 00°55'56" WEST, COINCIDENT WITH THE EAST LINES OF LOT 1, LOT 2, AND LOT 3 OF SAID HORIZON EAST REPLAT, 296.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4 AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,385,270 SQUARE FEET, 31.801 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU SCHOOL DISTRICT, OWNER OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

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

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

DATED THIS 10<sup>TH</sup> DAY OF FEBRUARY 2023

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





**REI**

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

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

PREPARED FOR: \_\_\_\_\_ WAUSAU SCHOOL DISTRICT

LANDOWNER: \_\_\_\_\_ WAUSAU SCHOOL DISTRICT

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CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE:

RESOLVED, THAT THIS CERTIFIED SURVEY MAP, IN THE CITY OF WAUSAU, WAUSAU SCHOOL DISTRICT, OWNER, IS HEREBY APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

DATE \_\_\_\_\_ APPROVED \_\_\_\_\_  
MAYOR

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
CITY OF WAUSAU CLERK

OWNER'S CERTIFICATE OF DEDICATION

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND WASHINGTON STREET TO BE DEDICATED AS REPRESENTED ON THE CERTIFIED SURVEY MAP. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE CITY OF WAUSAU.

WITNESS THE HAND AND SEAL OF SAID OWNER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
IN PRESENCE OF:

\_\_\_\_\_  
WAUSAU SCHOOL DISTRICT

STATE OF WISCONSIN) SS  
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED WAUSAU SCHOOL DISTRICT, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC, \_\_\_\_\_, WISCONSIN

MY COMMISSION EXPIRES \_\_\_\_\_



**AGENDA ITEM**

Discussion and possible action on alternative options for the planter located on the northwest corner of 3<sup>rd</sup> Street and Jefferson Street

**BACKGROUND**

The round planter at the NW corner of 3<sup>rd</sup> St and Jefferson St takes up a large area of this sidewalk space that could be utilized more effectively for pedestrian space as our downtown businesses begin to provide more outside venues. Currently Malarky’s has been providing outside live music along the sidewalk and they would like to continue to do this and have more space for pedestrian gathering and better set up for viewing of the live music. Creating a more open space would allow better viewing and help keep people out of the street as there would be more space available on the sidewalk.

There is also a monument sign located near the planter that should be considered for possibly moving to another location.

The planter has some evergreens in it and it is minimally kept and it seems the space could have a higher and more beneficial use to the public. One of the ideas would be to remove the planter and make this a flat open space that could be used for live music, tables, and pedestrians; expanding the area available for use even when the road is not closed.

**FISCAL IMPACT**

Cost of removing the planter, we would do this inhouse with city staff.

**STAFF RECOMMENDATION**

Staff recommends consideration of removing this planter and opening this space to improve outside pedestrian usable space.

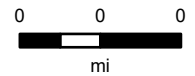
Staff contact: Eric Lindman 715-261-6745



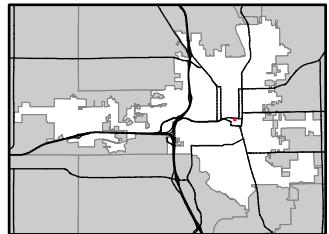
# ArcGIS Web Map

City of Wausau / DPW

Date: 3/3/2023



- Municipal Boundaries
- Parcel



**NOTES:**

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau  
Public Works / GIS Division  
407 Grant St  
Wausau, WI 54403  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)

Ayres Associates Inc  
Geospatial Division  
5201 E Terrace Dr, Suite 200  
Madison, WI 53718  
(608) 443-1200  
[www.ayresassociates.com](http://www.ayresassociates.com), City of Wausau  
407 Grant St  
Wausau, WI 54403  
(715) 261-6740  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)

402

N 3RD ST

JEFFERSON ST







**AGENDA ITEM**

Discussion and possible action on State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72<sup>nd</sup> Avenue

**BACKGROUND**

In January, city staff presented the State Municipal Agreement for the Business Campus Trail E/W connector. Since the grant application was submitted prior to the full understanding of the impact of inflation on construction costs, the grant request was significantly lower than current estimated construction costs. Staff presented on several alternatives and CISM directed staff to apply for a project scope change.

Staff applied for and was granted approval for the scope change of reducing the project to the portion of trail from 72<sup>nd</sup> Avenue to 84<sup>th</sup> Avenue.

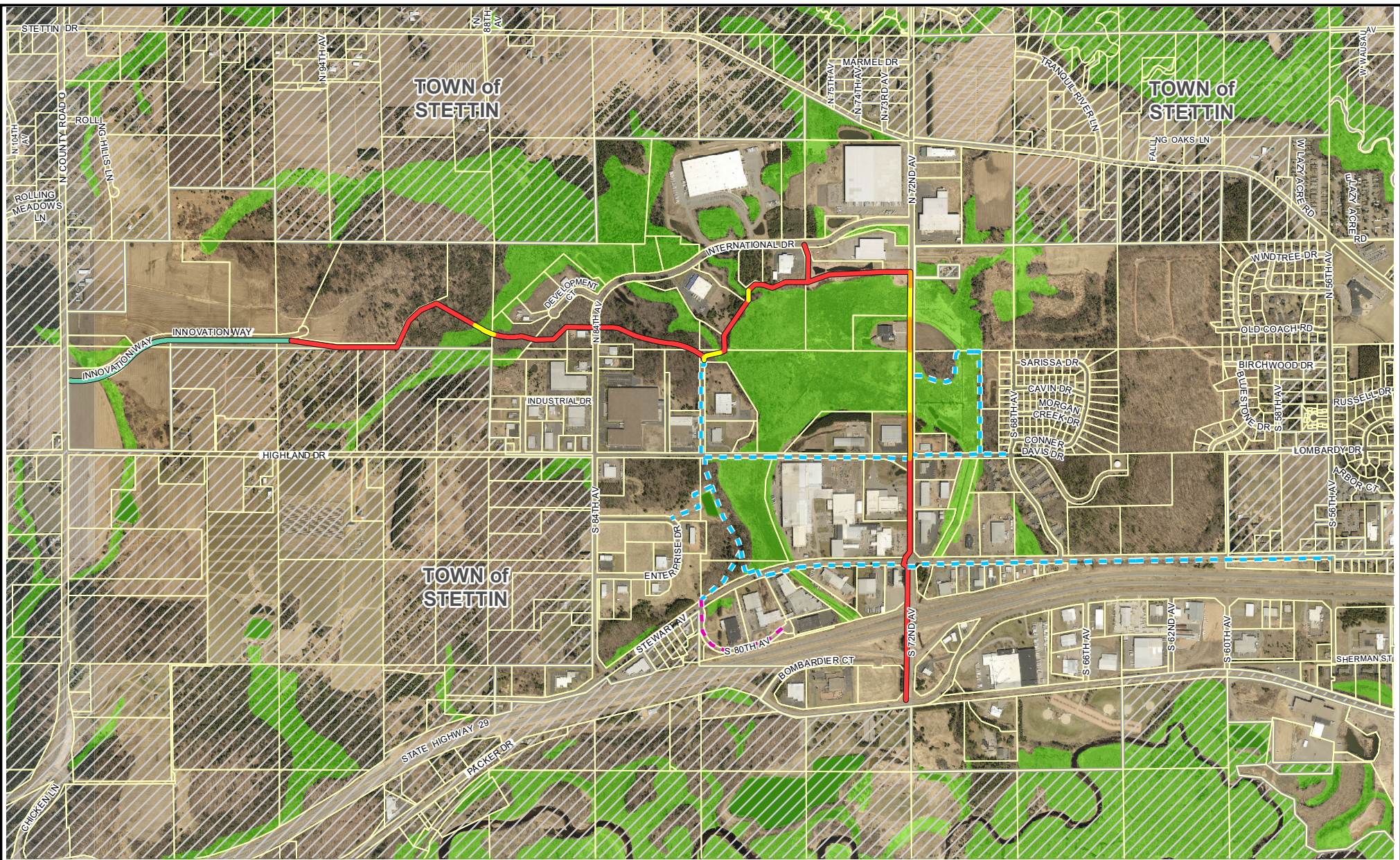
**FISCAL IMPACT**

Trail Route	Estimated Cost	TAP Grant	City Share
72nd Avenue - 84th Avenue	\$2,226,208.00	\$1,005,658.00	\$1,220,550.00

**STAFF RECOMMENDATION**

Staff recommends approval of SMA with the accompanying Change Management Request.

Staff contact: TJ Niksich 715-261-6748



- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
  2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
  3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
  4. AERIAL PHOTO SHOWN HEREON FLOWN APRIL, 2016.



0 425 850 1,700 Feet

Map Date: January 24, 2018

# WAUSAU BUSINESS CAMPUS TRAIL

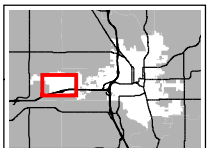
## CITY OF WAUSAU

### Marathon County, Wisconsin

#### Legend

- Existing Multi-Use Trail
- 2,921' - Under Construction
- 11,862' - Proposed 10' Wide Asphalt Trail
- 1,125' - Proposed on Road Trail
- 1,856' - Proposed Wetland Boardwalk
- Future Campus Trail Network
- Parcels
- Surrounding Municipalities
- DNR Wetlands (2015)

#### Map Location



## WisDOT STP-Urban, STP-Rural, Local Bridge, TAP and CMAQ Programs Project Change Form

### Project Change Type

<input type="checkbox"/> Cost Increase	<input type="checkbox"/> Substitution	<input type="checkbox"/> New Project	<input type="checkbox"/> Other, please specify:
<input type="checkbox"/> Drop	<input type="checkbox"/> Cost Decrease	<input checked="" type="checkbox"/> Scope Change	

Complete the sections below as needed for the proposed project change(s) indicated above:

### Project Information – complete for all cost increases, drops, cost decreases, and scope changes

Project ID(s): <b>6999-18-11/81</b>	Program: <b>TAP</b>	Program cycle: <b>2022-2026</b>
Project title: <b>Business Campus Trail E/W Connector</b>	Project location: <b>Innovation Way to 72<sup>nd</sup> Avenue</b>	
Entitlement holder: <b>City of Wausau</b>	PS&E date: <b>2/25/2026</b>	Schedule/LET date: <b>4/25/2026</b>
Project total cost: <b>\$1,257,072</b>	Federal amount: <b>\$1,005,657</b> State amount (local bridge projects only):	
Project description: The proposed project is a multi-use trail through Wausau's Business Campus.		
Project(s) approved through MPO: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Yes</b> – The MPO that approved the project has been notified of the proposed change, and the MPO has approved the proposed change if required by its policies.		

### Cost Increase Request

New requested project total cost:	New requested federal amount:
	New requested state amount (local bridge only):
Increment of federal funds requested: Increment of state funds requested:	Is there a change to the current schedule date? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, submit with this form a <b>Schedule Change Notice</b>.</i>
Justification:	

### Dropped Project Request

Description:
Reason for dropping project(s):

### Substituted Project Information

Project ID(s) of project to substitute:	Entitlement holder:
Is this substitution request consistent with the one substitution policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Project title:
Is there a change to the current schedule date? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, submit with this form a <b>Schedule Change Notice</b>.</i>	Requested project total:
Requested federal amount:	
Requested state amount (local bridge only):	

FOR WISDOT USE IN COORDINATION WITH THE PROJECT SPONSOR

Please describe the project and funding request:
Please describe the reason for the substitution:

**Cost Decrease Request**

New requested project total cost:	New requested federal amount: New requested state amount (local bridge only):
Increment of federal funding decrease: Increment of state funding decrease:	Is there a change to the current schedule date? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, submit with this form a <b>Schedule Change Notice</b>.</i>
Justification:	

**New Project Request**

Project ID:	Program:	Program cycle:
Project title:	Project location:	
Entitlement holder:	Is there a change to the current schedule date? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, submit with this form a <b>Schedule Change Notice</b>.</i>	
Project total cost:	Federal amount: State amount (local bridge projects only):	
Project description:		
Justification (please include description of project funding source):		

**Scope Change Request**

Road project: <b>SELECT</b> If other, please specify: <b>Trail limit change</b> Local bridge project: <b>SELECT</b> If other, please specify:	Is there a change to the current schedule date? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, submit with this form a <b>Schedule Change Notice</b>.</i>
Reason for scope change(s): The City of Wausau would like to request a change in scope to the Business Campus Trail E/W Connector TAP grant that was recently awarded. The proposed change would be to design and construct only the portion of trail from 72nd Avenue to 84th Avenue, which would reduce the overall length of the project from the original application of 9,423 ft. to approximately 4,620 feet. This trail section is option 1 in the attached map. The reason for this request is due to the increased costs to construct boardwalk related items that the city was not aware of at the time of the application submittal.  The application for this project was submitted prior to the bid opening for the 72nd Avenue Trail and estimated construction costs were calculated based off estimates for the 72nd Avenue Trail during the design process. The actual bid prices for the 72nd Avenue Trail were much higher than estimated, primarily for boardwalk and boardwalk related items. The original proposed trail has approximately 650 ft. of boardwalk, and using the pricing from the 72nd Avenue Trail, the cost of the boardwalk alone would be \$1,007,713. The propped reduced scope has approximately 420 feet of board walk, which is projected to cost \$665,471 and a total project cost of \$2,225,208.  Several options to either accept, reject, or change project scope were presented at the January 12th Capital Improvements and Streets Maintenance Committee meeting. The committee voted and recommended that staff submit a change management request to reduce the scope of the project to construct a trail from	

FOR WISDOT USE IN COORDINATION WITH THE PROJECT SPONSOR

72nd Avenue to 84th Avenue. The committee is aware that any costs incurred over the original grant amount will be the responsibility of the city.

Description:

Revise the proposed project limits from the existing "Innovation Way to 72<sup>nd</sup> Avenue" to "84<sup>th</sup> Avenue to 72<sup>nd</sup> Avenue".

### Other Project Change Request

Description:

Reason for request:

### Region Signature

Preparer Signature: **TJ Niksich**

Date: **2/03/2023**

WisDOT LPPM or LPM: **Michael Grage**

Date: **2/06/2023**

#### FOR WISDOT LOCAL PROGRAMS AND FINANCE SECTION USE ONLY

Request(s) approved?  Yes  No

Reviewer's signature: **Travis Houle**

Reference number:

Date: **2/7/2023**

Comments:

**Approved to reduce termini, maintains the majority of the original benefit.**



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

Subprogram #: 290  
Program Name: TAP

Revised Date:

Date: **November 4, 2022**

I.D.: **6999-18-11/81**

WisDOT UEI #: **CBE4JHP1S8H7**

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: **BUSINESS CAMPUS TRAIL E/W CONNECTOR**

Location/Limit: **INNOVATION WAY TO 72ND AVENUE**

Project Length (if applicable): **9,423 FT**

Project Sponsor: **CITY OF WAUSAU**

County: Marathon

MPO Area (if applicable): **Wausau MPO**

The signatory, the **City of Wausau**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

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

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

**NEEDS AND ESTIMATE SUMMARY:**

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

**Existing Facility - This key connection between existing and future trails provides a safe alternative to existing roads with steep hills, no bicycle or pedestrian facilities, and high traffic volumes (especially trucks) and speeds in a growing area. Additionally, this trail network connects the Business Campus to the communities of Kronenwetter, Rib Mountain, Rothschild, Schofield, Weston, and others in multimodal network of trails, bicycle lanes, sidewalks, and the MPO's regional bike routes.**

**Proposed Improvement - The proposed project is a multi-use trail through Wausau's Business Campus, as depicted in several TID, City, County, and MPO Plans, to connect a center employing thousands to the entire region while providing an amenity for existing businesses. The proposed trail links an existing trail on the rapidly developing Innovation Way to a future north-south trail along 72nd Street (TAP, 2022). The 72nd Street Trail will connect this proposed trail to future facilities on Stewart Avenue (STP-U, 2024), providing a bicycle and pedestrian facility that connects the entire western half of the City to Downtown Wausau (5 miles east) and the region (County pop. 138,013).**

**The trail is primarily 10-foot wide asphalt, to be plowed in winter, that serves users of all abilities. The route minimizes wetland impacts, but 3 short boardwalks will cross them. The trail travels through undeveloped, scenic City-owned property, requiring no real estate acquisition. The trail reduces conflicts between bicycles and pedestrians and heavy trucks while providing a recreational amenity and connection to other land uses in an auto-oriented area. The trail benefits business park tenants (who express support for the project) and the State of Wisconsin by encouraging economic development and talent retention.**

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

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

The subject project is funded with 80% federal funding up to a maximum of \$1,005,657 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,005,657 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

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

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

**Project Award date: 8/25/2022**

**Commencement deadline: 8/25/2026**

**Completion deadline: 6/30/2029**

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

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

**SUMMARY OF COSTS**

<b>PROJECT TYPE</b>	<b>Total Est. Cost</b>	<b>Federal Funds</b>	<b>%</b>	<b>Project Sponsor Funds</b>	<b>%</b>
<b>ID 6999-18-11</b>					
Design	\$180,950	\$144,760	80%	\$36,190	20% + BAL
State Design Review	\$16,201	\$12,960	80%	\$3,241	20% + BAL
<b>Design Total</b>	<b>\$197,151</b>	<b>\$157,720</b>		<b>\$39,431</b>	
<b>ID 6999-18-81</b>					
Participating Construction	\$1,044,921	\$835,937	80%	\$188,984	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Construction Engineering	\$0	\$0	80%	\$0	100%
State Construction Review	\$15,000	\$12,000	80%	\$3,000	20% + BAL
<b>Construction Total</b>	<b>\$1,059,921</b>	<b>\$847,937</b>		<b>\$211,984</b>	
<b>Total Est. Cost Distribution</b>	<b>\$1,257,072</b>	<b>\$1,005,657</b>	<b>N/A</b>	<b>\$251,415</b>	<b>N/A</b>

\*This project has a TAP federal funding maximum of \$1,005,657. This maximum is cumulative for all federally funded project phases.

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

Signed for and on behalf of the: <b>City of Wausau</b> (please sign in blue ink)	
<b>Name:</b> _____	<b>Title:</b> _____
<b>Signature</b> _____	<b>Date</b> _____
Signed for and on behalf of the State:	
<b>Name:</b> Shannon Riley	<b>Title:</b> WisDOT North Central Region Planning Chief
<b>Signature</b> _____	<b>Date</b> _____



## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

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

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

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

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.
  - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:
  - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
  - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

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

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

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

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

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

**PROJECT FUNDING CONDITIONS**

36. *Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.*

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

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

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

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$1,005,657 is cumulative for all federal funded project phases.

**[End of Document]**

**AGENDA ITEM**

Discussion and possible action on approving Governmental Responsibility Resolution for Application of an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant

**BACKGROUND**

The Engineering Department is currently preparing an application submittal for a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source (UNPS) and Stormwater Management Planning Grant. This grant is a 50/50 match with a maximum match of \$170,000. The proposed project for this grant application consists of several studies to assist the city in continuing permit compliance and bringing us closer to achieving our Total Phosphorus (TP) reduction goal. Our application will include updated modeling of our existing conditions Best Management Practices (BMP), BMP alternative analysis for Total Maximum Daily Load (TMDL) compliance, a stormwater utility feasibility study update and analysis of our leaf pickup procedures to apply for the WDNR TP Leaf Credit.

Approval of this resolution would provide the Project Engineer with required responsibilities to oversee the grant process and show council support for the grant, and greatly improve chances of receiving the grant. Prior to entering any agreement with the WDNR and acceptance of the grant, the Engineering Department will present the grant to CISM and council for approval.

**FISCAL IMPACT**

N/A

**STAFF RECOMMENDATION**

Staff recommends approval of the Governmental Responsibility Resolution.

Staff contact: TJ Niksich 715-261-6748



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

<b>RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE</b>	
Approving Application for an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant	
Committee Action:	
Fiscal Impact:	N/A
<b>File Number:</b>	<b>Date Introduced:</b> March 28, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i> Annual Retirement
	<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 of Wausau is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 154 and 155); and

**WHEREAS**, the Capital Improvements and Street Maintenance Committee discussed the proposed application at its meeting on March 9, 2023 and recommends approval; and

**WHEREAS**, a cost-sharing grant is required to carry out the project:

**NOW THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Wausau HEREBY AUTHORIZES the Project Engineer in the Engineering Department, to act on behalf of the City of Wausau to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;

- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

**BE IT FURTHER RESOLVED** that the City of Wausau shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 28<sup>th</sup> day of March, 2023.

Adopted: 03/28/23

Approved: 03/28/23

Approved:

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Katie Rosenberg, Mayor

Attest:

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Kaitlyn A. Bernarde, Clerk

## Agenda Item 8

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### **10.20.040 No parking during snow removal.**

- (a) No person shall park a vehicle in any area where parking during a snow removal emergency has been prohibited. The Police Chief or Director of Public Works may declare a snow removal emergency where the parking of vehicles would impede snow removal operations.
- (b) The Police Chief and the Director of Public Works, and any employees within the table of organization of the Police Department and department of Public Works who are given such authority, may as winter conditions call for it, post temporary odd/even parking restrictions or prohibit parking along specific streets to facilitate the removal of snow, or post restrictions as necessary for public safety until the streets can be widened.
- (c) The forfeiture for a violation of this section shall be \$100.00.

(Ord. 61-5596 §6(part), 2013; Ord. 61-5385 §1, 2008, File No. 00-0122, Ord. 61-5060 §1, 2000; Ord. 61-4971 §1, 1997; prior code §6.07(4).)