



OFFICIAL NOTICE AND AGENDA - **REVISED**

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 12, 2020 at 5:30 p.m.

Location:

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

Members:

Gary Gisselman (C), Linda Lawrence, Becky McElhaney, Lisa Rasmussen, Mary Thao

AGENDA ITEMS FOR CONSIDERATION

1. Public Comment for matters not appearing on the agenda. (Comments relating to an agenda item will be allowed when the specific item is considered.)
2. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
 - A. Approval of minutes of the February 13, 2020 meeting.
 - B. Action on Storm Sewer Access Easement with Galleria Inc. III at 501 South 24th Avenue.
 - C. Action on Storm Sewer Easement with Galleria Inc. III at 501 South 24th Avenue.
 - D. Action on Storm Sewer Easement with Galleria Inc. II at 505 South 24th Avenue.
 - E. Action on Storm Sewer Easement with Galleria Inc. I at 605 South 24th Avenue.
 - F. Action on Storm Sewer Easement with Wausau Hospitality LLC at 615 South 24th Avenue.
 - G. Action on Storm Sewer Easement with Costigan Properties LLC, Apple Hospitality Group at 2221 Stewart Avenue.
3. Public Hearing: Discussion and possible action on vacating and discontinuing an alley lying west of 912 North 9th Street between Fulton Street, McIndoe Street and North 8th Street.
4. Discussion and possible action on parking restrictions on the west side of North 4th Street from the south curb line on McIndoe Street to a point 175 feet south.
5. Discussion and possible action on the parking restrictions in the 900 and 1000 blocks of North 10th Avenue, 900 block of West Union Avenue, and 900 block of West Wausau Avenue.
6. Discussion and possible action on approving the layout for the relocation of 18th Avenue.
7. Discussion and possible action on approving the layout for the extension of Fulton Street.
8. Discussion on possible capital improvements and history of past improvements on 3rd Avenue from Stewart Avenue to Thomas Street.
9. 2019 MS4 Annual Report.
10. Update on overnight parking during the winter months.
11. Future Agenda Items.

Adjournment

GARY GISSELMAN - Committee Chair

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 03/09/20 @ 11:00 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

In accordance with the requirements of Title II of the Americans with Disabilities Act (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 Engineering Department at (715) 261-6740 or the City's ADA Coordinator at (715) 261-6620 or email clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Distribution List: City Website, Media, Committee Members, Mayor, Council Members, Assessor, Attorney, City Clerk, Community Development, Engineering, Finance, Inspections, Park Dept., Planning, Public Works, County Planning, Police Department, Wausau School District, Wausau Area Events, Becher Hoppe Associates, AECOM, Mi-Tech, REI, Glenn Speich, Judy Bayba, Scholfield Group, Evergreen Civil Engineering, Clark Dietz, Inc., Brown and Caldwell, Property Owners in the 900 and 1000 blocks of N. 10th Ave, 900 block of W. Union Ave, 900 block of W. Wausau Ave., Property Owners on 4th St. between McIndoe St. and Franklin St.

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



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ADDENDUM

AGENDA ITEMS FOR CONSIDERATION

12. Discussion and possible action on a grading easement for Wisconsin Public Service Corporation at Parcel ID 076-2907-282-0967.

Adjournment

GARY GISSELMAN - Committee Chair

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 03/10/20 @ 2:30 p.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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ADDENDUM #2

AGENDA ITEMS FOR CONSIDERATION

13. Discussion and possible action on memorial street signage recognizing prominent community figures.

Adjournment

GARY GISSELMAN - Committee Chair

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 03/11/20 @ 9:15 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 13, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao (Lawrence and McElhaney – Excused)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Lenz, Sippel

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

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

Public Comment for matters not appearing on the agenda

No one came forward for public comment.

Approve minutes of the January 9, 2020 meeting

Thao moved to approve the minutes of the previous meeting. Rasmussen seconded and the motion carried unanimously 3-0.

Discussion and possible action on establishing a 15 minute parking space in the 600 block of 3rd Street

Gisselman read a letter received from Emily Voss and Mark and Paula Voss. The staff reports does not object to this request.

Rasmussen noted that we just went through a parking study and sweeping changes to make parking consistent. One of the main complaints from downtown business owners was that parking was inconsistent with 15 minutes in one area, 30 minutes in another, and two hours elsewhere. To create consistency, we changed to 2 hours. She believes people are misunderstanding parking. When one parks in a stall on 3rd Street they do not have to go to a kiosk and pay. They can park up to 2 hours for free. This does not mean someone trying to unload can't be in those spots. We had the inconsistent parking rules because every time someone came in with a request, Parking and Traffic would approve and CISM was on that track as well. We may need to reestablish a public education effort. Establishing a stall as a loading zone for suppliers would make sense but to change for customers does not make sense.

Thao likes standardization and also empathizes with businesses who are looking for convenience and the ability to provide a parking space for those who are quickly coming and going. The letter states support of "15 minute parking stall(s)". She questioned if they were looking for more than one space.

Blake Opal-Wahoske, Executive Director of the Wausau River District, 401 North 2nd Street, explained the request is for one spot. This came to light after standardizing 2 hour on-street parking. The issue businesses are running into is people staying for 1 to 2 hours and not having a spot with a high turnover. This is one of the only blocks on 3rd Street that does not currently have a 15 minute stall. Gisselman does not believe there is a 15 spot in the 400 block either. Wesolowski noted there are 2 in the 300 block, one on each end.

Thao asked if Opal-Wahoske has talked with other businesses in the 600 block. Opal-Wahoske has and stated Kevin Korpela of Downtown Grocery is in favor of having one spot. The River District is working on videos to help educate the community on parking. Rasmussen said the problem is that spaces do not cycle out fast enough and then we have store complaints. She thought all of the angle stalls went to 2 hour parking, other than handicap. Since we left some 15 minute stalls in place there is now a precedence. If the existing spaces are located at the ends of the block, it makes sense to stay consistent rather than adding a spot in the middle of the block. She feels the south end makes more sense as it is closer to Downtown Grocery and Voss.

Rasmussen moved to establish one 15 minute parking stall at the south end of the 600 block. Thao seconded.

Buckner feels it makes sense to have the space on one end of the block if businesses will be using it for loading and unloading. Then any off loading and loading would have some type of protection on one side of the car rather than having parking stalls on each side. He noted that the businesses using the 15 minute spot have to be aware of the no reparking rule.

Paula Voss stated her daughter owns Voss Studios and she owns Voss Holdings, the apartments above. Their situation is unique and parking has been a bit of a problem and will get worse as summer approaches. She feels if the 15 minute parking stall is by Back When, it does not help them. When they take their equipment offsite, they load up one to two cars taking ten trips. To haul down the block would be difficult. They have been parking between cars and loading for the last 7 years.

Rasmussen said if a spot is designated, they may come to use it and find other customers in it so it may not help anyway. Voss said at least there would be a 15 minute spot and they can drive around until it's open. It would help but they also worry about reparking. Rasmussen stated the answer to needing a spot multiple times a day is the parking lot to the south of Downtown Grocery or the lot next to Sweets on 3rd. There is no way to accommodate street parking with these unique needs. If we start tailoring parking to the needs of one property owner we will have the same request from others. Voss would hope everyone remains open enough to what the needs of the community are. Voss has been hearing from a lot of people who are no longer coming to downtown.

Thao asked Voss what her options or solutions would be. Voss currently parks and turns her flashers on hoping she will not get a ticket. They rent spots from the law firm, which is where they park 95% of the time, they just load their vehicles on the street. In a perfect world, she would have a parking pass to use when loading. Rasmussen noted that the parking utility only cycles through about once every two hours.

Thao said this system is relatively new and at this point we do not have enough analysis. This will be the first full year in place. She feels the best compromise is to have one stall. Buckner made a good point with the safety concern of having the space at the end of the block versus having cars on each side. After we finish the first full year, Thao thinks we will hear more from other businesses on the true impact. She understands this will not meet all of Voss's expectations, but asked to let this be a potential compromise and re-evaluate it a year from now with. Voss said this will be good for others, especially Downtown Grocery. She will most likely continue to roll the dice as it will not be efficient to go to the end of the block for loading.

Alfonso asked if the alley behind the buildings is a public alley. Voss said the area is too tight and they want Evolutions to have that space. Lenz stated per the GIS map, this is not a public alley.

There being a motion and a second, motion to establish one 15 minute parking stall at the south end of the 600 block carried unanimously 3-0.

2020 Street Construction Projects: Discuss public hearing results and make recommendation

Wesolowski stated that the public hearing was held by the Board of Public Works. A few comments were received but no one appeared in opposition of the projects.

Rasmussen moved to approve the 2020 Street Construction Projects. Thao seconded and the motion carried unanimously 3-0.

2020 Alley Paving Project: Discuss public hearing results and make recommendation

Wesolowski said the public hearing was held by the Board of Public Works. No one appeared in opposition. Both projects were petitioned for. One of the alleys will need storm sewer which Engineering will work with DPW to complete.

Thao moved to approve the 2020 Alley Paving Projects. Rasmussen seconded and the motion carried unanimously 3-0.

Discussion and possible action on repealing and recreating Chapter 12.40 of the Municipal Code, Street Excavations

Wesolowski explained that the Engineering Department, along with the Inspections Department, have been working through redeveloping Chapter 12.40. The proposed new chapter includes a lot of what was in the existing code. The existing code was piecemealed and this will simplify the code. It includes the same insurance requirements and bonding requirements. The major change is taking responsibility from the plumbing inspector to the Engineering Department as Engineering will have better ability to monitor upcoming large projects. Staff is proposing a change to the draft. Under Section 12.40.020 there are subsections a and b. Staff would like to add another subsection related to permits. TDS is anticipating a large project this year. If we make them obtain a permit for every 3 blocks it would be hard to manage. Staff would like have flexibility by adding language stating large scale projects are to the discretion of the Engineering Department to issue the number of permits applicable.

Thao remembered when there was a proposal several months ago to bury utilities at the old incubator site and questioned what this flexibility would mean. Wesolowski stated permits may be more like a 6 block area rather than every 3 blocks. The contractor would have to have detailed plans. Thao asked if Council would still have oversight when permits are issued. Wesolowski stated permits would be issued through the Engineering Department. Rasmussen clarified that Council currently does not approve install of utilities. The instance Thao had referred to was an easement across property. These borings would be within City right-of-way. Lindman explained that TDS is looking to install 140 miles of fiber in the ground. This is what staff is referring to when speaking of large scale projects. Other utility work would still have to get a permit for every three block area. Staff wants to be able to manage permits appropriately and with a little bit of flexibility.

Rasmussen indicated there would still be requirements that the contractor repair and restore pavement, and stand behind the quality of the compaction and pavement for three years. About a year ago there was talk about problems we have had with plumber openings not repaired in a timely manner or not compacted properly. She questioned if there is enough language in the new code to address those problems. Wesolowski stated the contractors are required to have a bond with a three year guarantee. A sinkhole would develop within the first 3 years. Rasmussen would support having the means to fine a contractor if something is left unattended or if the work is subpar.

Rasmussen moved to amend the draft code by adding the subsection requested by Engineering to create a large project exception that allows Engineering to decide the zone for which permits would be issued and the quantity of permits needed on large scale projects. Thao seconded and the amendment carried unanimously 3-0.

Rasmussen moved to approve repealing and recreating Chapter 12.40 of the Municipal Code, Street Excavations, which includes the amendment. Thao seconded and the motion carried unanimously 3-0.

Discussion and possible action on a resolution supporting the 2020-2024 Transportation Alternatives Program applications for the east-west segment of the Business Campus Trail

Sippel indicated that the City applied for 2020-2024 Transportation Alternative Program (TAP) grant for the east-west Business Campus Trail segment, the main spine running east-west of the proposed Business Campus Trail system from 72nd Avenue to the existing trail leading to CTH O. TAP grants reimburse up to 80% of approved project costs. We applied for this and the 72nd Avenue portion of that trail in the previous cycle. The 72nd Avenue portion was awarded TAP funds and is expected to be constructed in 2023. This application is to continue on that and to build the east-west spine. A resolution supporting the application is needed as part of the application. The City commitment is broken down in the resolution, if the grant is awarded. Based on WisDOT funding availability, we would expect design to start in fiscal year 2023 if awarded.

Rasmussen supports submission of applications for grants as any time we can get a grant that covers 80% of our costs is obviously a good thing. A while ago we recognized providing safe bike and walking accommodations in the Business Campus is key with the amount of truck traffic. Construction of these trails both for worker wellness programs and for residents in adjacent subdivisions is a big help. The TID plans for the Business Campus contemplate this trail.

Rasmussen moved to approve a resolution supporting the 2020-2024 Transportation Alternatives Program application for the east-west segment of the Business Campus Trail. Thao seconded and the motion carried unanimously 3-0.

Update on Highway 52 Parkway Landscaping Project

Lenz stated the plans are progressing for the Highway 52 Parkway Landscaping Project and are at 90%. These build off the preliminary plans and concepts that went through Plan Commission. A public open house was held and plans were displayed in the lobby for several weeks. The hope is to have the plans done soon and bid out for construction this summer.

Rasmussen stated the additions to the median are limited to plantings. She does not want people to think this is rusty birds 2.0. This upgrades the space and provides continuity without having grass to be hand mowed and boulders to mow around. Lenz stated this is just for landscaping elements. It uses similar features as the median east of the freeway but it will look different. There will not be public art bid as part of this but there is the potential to add art in the future.

Discussion and possible action on a Preliminary Resolution to vacate and discontinue a portion of right-of-way at Curling Way near Townline Road

Niksich explained that during the construction of Townline Road, Curling Way was realigned and this right-of-way is no longer needed. If vacated, the right-of-way would go back to the adjoining property owners. Gisselman asked if that would be the City. Lindman stated some of the land was initially owned by the railroad. The railroad gave the property to the City and it was then dedicated to right-of-way. Kraft is looking at building a parking lot in this area.

Rasmussen moved to approve a preliminary resolution to vacate and discontinue a portion of right-of-way at Curling Way near Townline Road. Thao seconded and the motion carried unanimously 3-0.

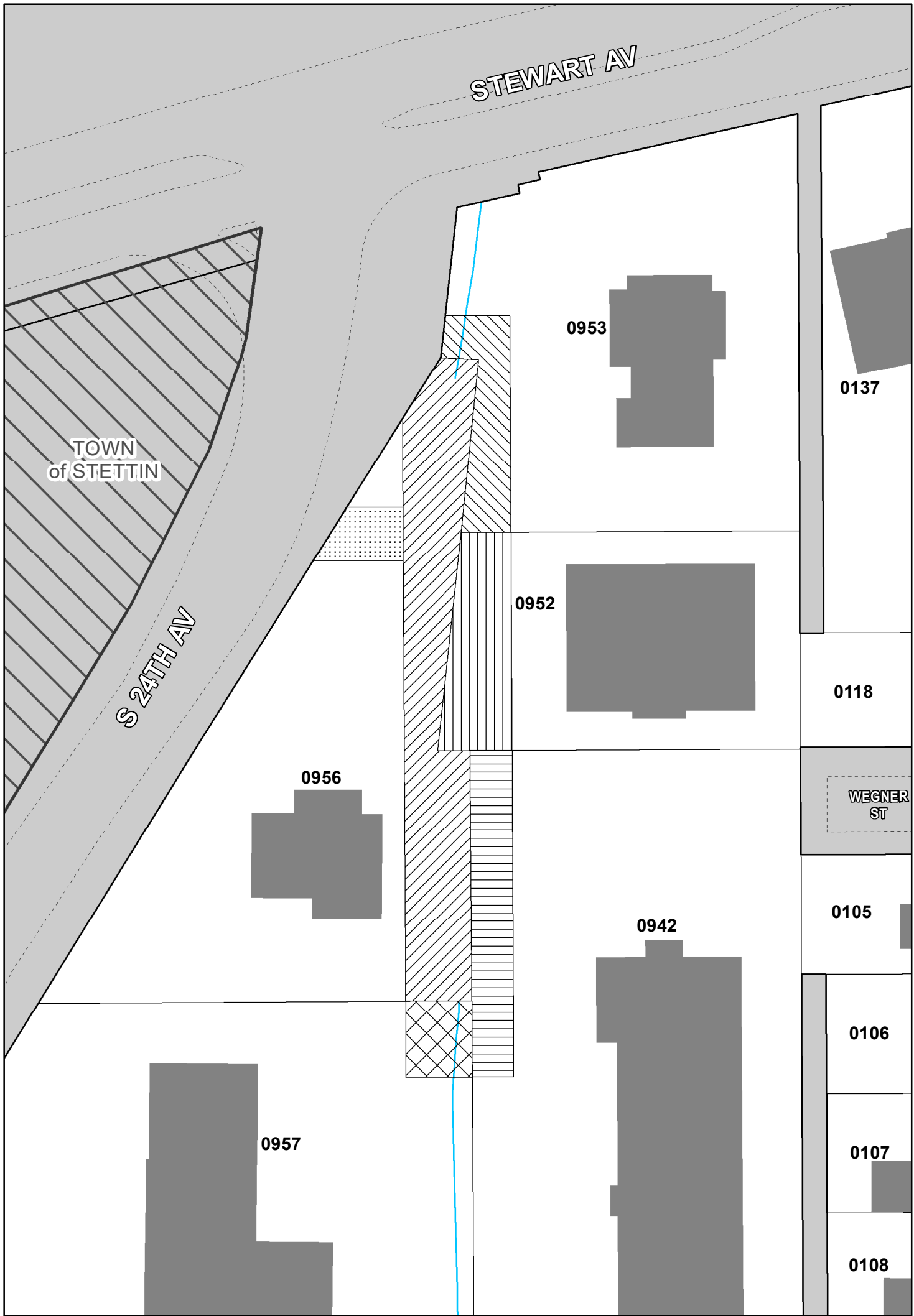
Future Agenda Items

Thao would like capital improvements for 3rd Avenue from Stewart Avenue to Thomas Street on a future agenda. She would like to learn what was done in the past and if 3rd Avenue is up for any capital improvements. She feels there may be good opportunities to lift up the area. This is a major vessel as far as mobility and she would like to see how we can light up the corridor. Lindman stated staff will look at the history. Rasmussen feels this is a good idea as the neighborhood group has asked for improved lighting as lighting adds safety and is also a first catalyst to renewal.

Adjourn

Thao moved to adjourn the meeting. Rasmussen seconded and the motion carried unanimously 3-0. Meeting adjourned at approximately 6:15 p.m.

AGENDA ITEM
2B – Action on Storm Sewer Access Easement with Galleria Inc. III at 501 S. 24 th Ave 2C – Action on Storm Sewer Easement with Galleria Inc. III at 501 S. 24 th Ave 2D – Action on Storm Sewer Easement with Galleria Inc. II at 505 S. 24 th Ave 2E – Action on Storm Sewer Easement with Galleria Inc. I at 605 S. 24 th Ave 2F – Action on Storm Sewer Easement with Wausau Hospitality LLC at 615 S. 24 th Ave 2G - Action on Storm Sewer Easement with Costigan Properties LLC, Apple Hospitality Group at 2221 Stewart Ave
BACKGROUND
The large storm sewer culvert under the parking lot at the above addresses is failing and is in need of replacement. See the attached maps for the parcel numbers and the aerial for location. This culvert carries a large storm water flow from major watersheds in the City. The City is proposing to replace the culvert this summer. Upon researching the project, it has been determined the City does not have easement rights to repair or replace the pipe.
FISCAL IMPACT
It is anticipated staff will be able to work with landowners to obtain the easements for a minimal fee. The replacement project of the pipe is budgeted for \$300,000.
STAFF RECOMMENDATION
Staff recommends approving moving ahead with the easements. With approval from CISM, staff will work with the landowners to obtain approval. When easements are obtained from landowners, the final easement documents will be brought to the full council for approval.
Staff contact: Allen Wesolowski 715-261-6762



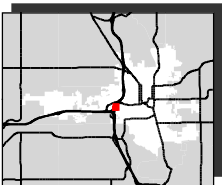
City of Wausau
Marathon County Wisconsin

Legend

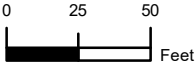
Proposed Easement
Parcel ID

- | | |
|---------------------|--------------------------|
| Parcels | 0942 |
| Building Footprints | 0952 |
| Road Edge | 0953 |
| Right - of - Way | 0956 |
| Railroad | 0957 |
| | Proposed Access Easement |

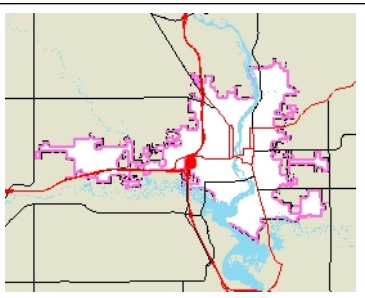
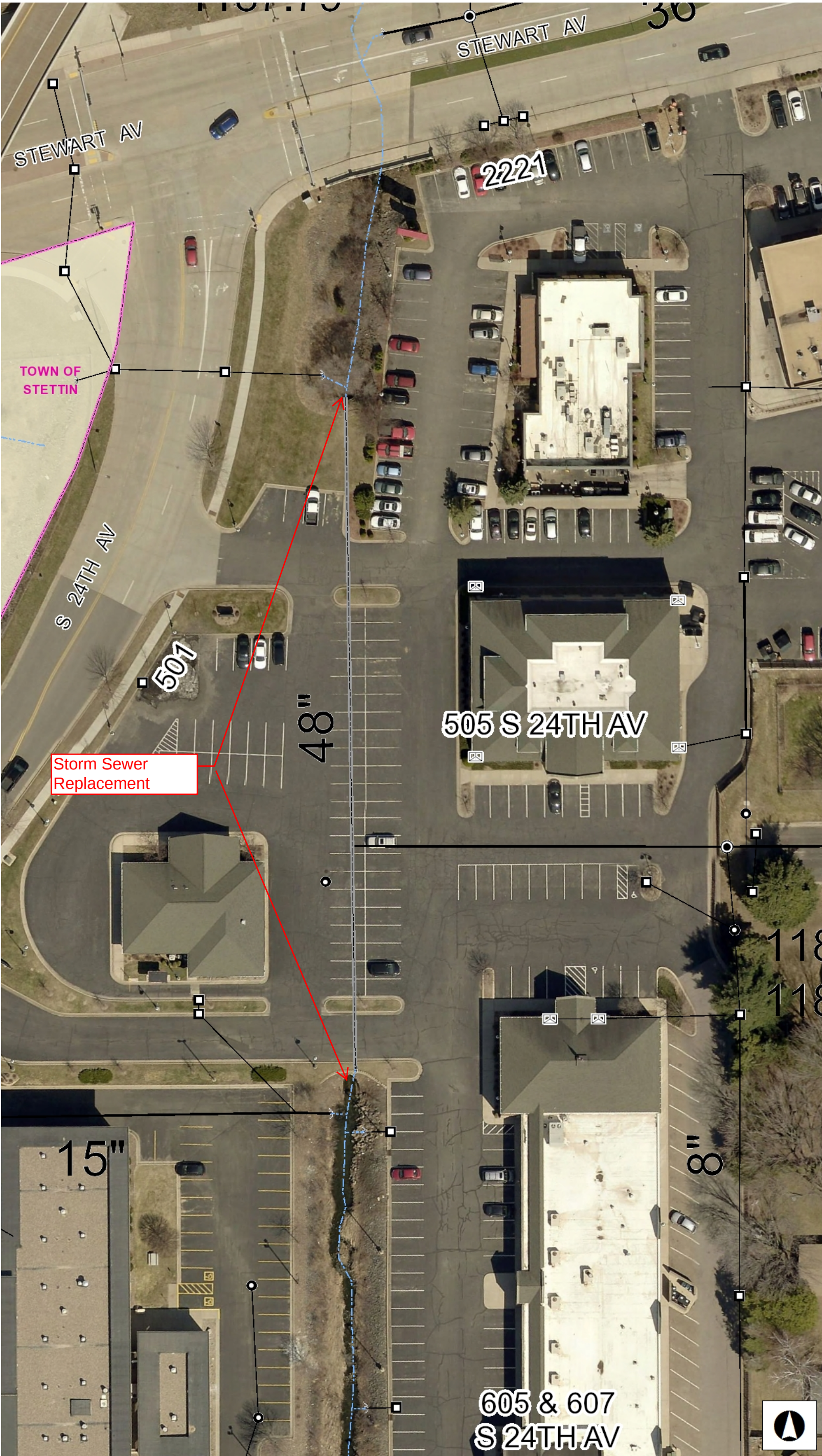
Map Location



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. PARCEL FEATURES DEVELOPED FROM MARATHON COUNTY LAND RECORDS.



Map Date: February 5, 2020



Legend

Section Line/Number

Manhole

Discharge Point

Outlet Structure

Inlet (w/Overland Flow)

Catch Basin

Down Spout

Inlet Box

Overland Flow

Open Drainage

Main

Collector

Culvert

Force

InletLead

Overflow

Underground Detention

Storage Basin Point

Storage Basin

Municipality

**STORM SEWER ACCESS
EASEMENT AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2020 by and between, The Galleria Inc. III, 501 S. 24th Avenue, Wausau, Wisconsin 54401, Grantor, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time for ingress and egress to, from, upon and over the lands hereinafter described to provide access to other property owned by Grantee.

The permanent easement and perpetual right of entry is described as follows:

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-342-0956

Part of Parcel 1 of Certified Survey Map No. 8162 recorded in the Office of Register of Deeds for Marathon County in Volume 31 of Certified Survey Maps on Page 115, Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the West ¼ corner of said Section 34; thence N0°29'01"W, along the West line of the NW ¼ of said Section 34, 2656.21 feet to the NW corner of said Section 34; thence S71°04'59"E, 1629.85 feet to the Westerly line of said Parcel 1, the point of beginning;

Thence N31°48'45"E, along said Westerly line, 35.34 feet; thence N89°55'00"E, 31.25 feet to the West line of a proposed storm sewer easement; thence S0°17'49"E, along said West line, 30.00 feet; thence S89°55'00"W, 50.03 feet to said Westerly line of Parcel 1, the point of beginning, containing approximately 1,219 square feet.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

GALLERIA INC. III BY:

Robert B. Mielke, Mayor

Mary Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020 the above named Robert B. Mielke, Mayor, and _____, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named _____, of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Nathan K. Miller, Assistant City Attorney
for the City of Wausau
407 Grant Street
Wausau WI 54403-4783

**STORM SEWER EASEMENT
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2020, by and between, The Galleria Inc. III, 501 S. 24th Avenue, Wausau, Wisconsin 54401, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a storm sewer which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Parcel 1 of Certified Survey Map No. 8162 recorded in the Office of Register of Deeds for Marathon County in Volume 31 of Certified Survey Maps on Page 115, Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of said Parcel 1 contained within the following described parcel:

A 60 foot wide strip of land centered on the following described centerline:

Commencing at the West ¼ corner of said Section 34; thence N0°29'01"W, along the West line of the NW ¼ of said Section 34, 2656.21 feet to the NW corner of said Section 34; thence S76°25'39"E, 1667.72 feet to the point of beginning of said centerline;

Thence S0°17'49"E, 425.00 feet to the end of said centerline, containing approximately 11,635 square feet.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-342-0956

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY: GALLERIA INC. III BY:

Robert B. Mielke, Mayor

Mary Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named Robert B. Mielke, Mayor, and_____, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named_____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

This instrument was drafted by
Nathan K. Miller, Assistant City Attorney
for the City of Wausau
407 Grant Street
Wausau WI 54403-4783

**STORM SEWER EASEMENT
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2020, by and between, The Galleria Inc. II, 505 S. 24th Avenue, Wausau, Wisconsin 54401, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a storm sewer which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 2 of Certified Survey Map No. 8312 recorded in the Office of Register of Deeds for Marathon County in Volume 32 of Certified Survey Maps on Page 80, Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of said Lot 2 contained within the following described parcel:

A 60 foot wide strip of land centered on the following described centerline:

Commencing at the West ¼ corner of said Section 34; thence N0°29'01"W, along the West line of the NW ¼ of said Section 34, 2656.21 feet to the NW corner of said Section 34; thence S76°25'39"E, 1667.72 feet to the point of beginning of said centerline;

Thence S0°17'49"E, 425.00 feet to the end of said centerline, containing approximately 4,235 square feet.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-342-0952

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

Robert B. Mielke, Mayor

GALLERIA INC. II BY:

Mary Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2020, the above named Robert B. Mielke, Mayor, and_____, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2020, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

This instrument was drafted by
Nathan K. Miller, Assistant City Attorney
for the City of Wausau
407 Grant Street
Wausau WI 54403-4783

**STORM SEWER EASEMENT
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2020, by and between, The Galleria Inc. I, 605-607 S. 24th Avenue, Wausau, Wisconsin 54401, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a storm sewer which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-342-0942

Part of Parcel 2 of Certified Survey Map No. 8162 recorded in the Office of Register of Deeds for Marathon County in Volume 31 of Certified Survey Maps on Page 115, Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of said Parcel 2 contained within the following described parcel:

A 60 foot wide strip of land centered on the following described centerline:

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N0°29'01"W, along the West line of the NW $\frac{1}{4}$ of said Section 34, 2656.21 feet to the NW corner of said Section 34; thence S76°25'39"E, 1667.72 feet to the point of beginning of said centerline;

Thence S0°17'49"E, 425.00 feet to the end of said centerline, containing approximately 4,135 square feet.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

GALLERIA INC. I BY:

Robert B. Mielke, Mayor

Mary Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named Robert B. Mielke, Mayor, and_____, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named_____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

This instrument was drafted by
Nathan K. Miller, Assistant City Attorney
for the City of Wausau
407 Grant Street
Wausau WI 54403-4783

**STORM SEWER EASEMENT
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2020, by and between, Wausau Hospitality LLC, 615 S. 24th Avenue, Wausau, WI 54401, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a storm sewer which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-342-0957

Part of Lot 1 of Certified Survey Map No. 7732 recorded in the Office of Register of Deeds for Marathon County in Volume 29 of Certified Survey Maps on Page 195, Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of said Lot 1 contained within the following described parcel:

A 60 foot wide strip of land centered on the following described centerline:

Commencing at the West $\frac{1}{4}$ corner of said Section 34; thence N0°29'01"W, along the West line of the NW $\frac{1}{4}$ of said Section 34, 2656.21 feet to the NW corner of said Section 34; thence S76°25'39"E, 1667.72 feet to the point of beginning of said centerline;

Thence S0°17'49"E, 425.00 feet to the end of said centerline, containing approximately 1550 square feet.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY: WAUSAU HOSPITALITY LLC BY:

Robert B. Mielke, Mayor

Mary Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named Robert B. Mielke, Mayor, and_____, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named_____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

**STORM SEWER EASEMENT
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2020, by and between Costigan Properties LLC, Apple Hospitality Group, 2221 Stewart Avenue, Wausau, Wisconsin 54401, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a storm sewer which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-342-0953

Part of Lot 1 of Certified Survey Map No. 8312 recorded in the Office of Register of Deeds for Marathon County in Volume 32 of Certified Survey Maps on Page 80, Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of said Lot 1 contained within the following described parcel:

A 60 foot wide strip of land centered on the following described centerline:

Commencing at the West ¼ corner of said Section 34; thence N0°29'01"W, along the West line of the NW ¼ of said Section 34, 2656.21 feet to the NW corner of said Section 34; thence S76°25'39"E, 1667.72 feet to the point of beginning of said centerline;

Thence S0°17'49"E, 425.00 feet to the end of said centerline, containing approximately 3,065 square feet.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

COSTIGAN PROPERTIES LLC BY:

Robert B. Mielke, Mayor

Mary Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named Robert B. Mielke, Mayor, and _____, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

AGENDA ITEM
Public Hearing: Discussion and possible action on vacating and discontinuing an alley lying west of 912 North 9 th Street between Fulton Street, McIndoe Street and North 8 th Street
BACKGROUND
Staff received a petition to vacate the above alley. This public hearing will take public comment on vacating this section of right-of-way.
FISCAL IMPACT
A cost savings in future years would be realized because City DPW staff would not need to maintain the alley.
STAFF RECOMMENDATION
Staff recommends approving vacating the right-of-way as shown. This recommendation is contingent upon public comment during the hearing.
Staff contact: Allen Wesolowski 715-261-6762

AGENDA ITEM
Discussion and possible action on parking restrictions on the west side of N. 4 th Street from the south curb line on McIndoe Street to a point 175 feet south
BACKGROUND
The YMCA has completed the addition to the YMCA on the west side of 4 th Street. The YMCA has 2 entrances into the parking area off 4 th Street and 1 private drive entrance. See the attached photo. The YMCA has requested the parking be restricted to “NO PARKING” on the west side of 4 th Street for the intersection of McIndoe Street approximately 175 feet south. The current parking arrangement allows vehicles to park in between the driveways and sometimes in the driveways making it difficult for vehicles exiting the parking area.
FISCAL IMPACT
Minimal.
STAFF RECOMMENDATION
Staff recommends approving the ‘NO PARKING’ restriction.
Staff contact: Allen Wesolowski 715-261-6762



AGENDA ITEM

Discussion and possible action on the parking restrictions in the 900 and 1000 blocks of North 10th Avenue, 900 block of West Union Avenue, and 900 block of West Wausau Avenue

BACKGROUND

A request to remove the parking restrictions on the 1000 block of N. 10th Avenue was received by Alderperson Linda Lawrence.

The 1000 block of N. 10th Ave. is currently signed ‘No Parking During School Hours’

Review of Posted Restrictions

Staff reviewed the existing ordinances for parking restrictions **in the 1000 block of N. 10th Ave.:**

- ‘No Parking During School Hours’ restriction is not listed in Wausau Municipal Code (WMC).
- There are restrictions in WMC related to proximity to the intersection with W. Union Ave.:
 - [no parking] *east and west side of the street, beginning at the intersection with West Union Avenue extending north 51 feet*

Staff was unable to find historical reference for the decision to post the “school hours” restriction. Speculation for the posted restriction regarded the possibility that student parking and traffic flow before, during, and after school hours may have presented an issue at the time the restriction was considered. There is also a possibility the restrictions were posted, not only for traffic considerations, but also to curb potential “off campus” issues.

Busing Activity

WATS:

- “D” route travels north from Bridge St. on N. 10th Ave. until turning west toward the high school on W. Wausau Ave. – this leg of the route is referred to as “outbound.”
- “D” route returns to the area – “inbound” – on Strowbridge St. and travels south on 10th Avenue toward Bridge St.
- Open parking may have an effect on bus travel.

School Bus:

- School bus activity related to WWHS, or to other schools, does not necessarily adhere to the WATS route and may access N. 10th Ave. from tributary streets such as W. Union Ave. and W. Wausau Ave.

Additional Information

See attached map – Appendix A – showing restrictions as posted on N. 10th Ave. between Strowbridge St. and Norton St., and on approaches to the intersection from tributary streets to N. 10th Ave.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

1. CISM consideration regarding all of the posted 'No Parking During School Hours' locations to either remove the posted restrictions or to adopt the restrictions within WMC:

- 1000 block N. 10th Ave.
- 900 block of N. 10th Ave.
- 900 block of W. Union Ave.
- 900 block of W. Wausau Ave.

If the decision is to maintain school hours provisions, then consider listing specific hours: e.g. 7:30AM to 3:30PM

2. Maintain the proximity to intersection restrictions on N. 10th Ave as posted, and as adopted in WMC:
 - East side of the street, beginning at the intersection with West Union Avenue extending south 49 feet
 - West side of the street, beginning at the intersection with West Union Avenue extending south 50 feet
 - East and west side of the street, beginning at the intersection with West Union Avenue extending north 51 feet
 - East side of the street, beginning at the intersection with West Wausau Avenue extending south 67 feet
 - West side of the street, beginning at the intersection with West Wausau Avenue extending south 68 feet
 - East side of the street, beginning at the intersection with West Wausau Avenue extending north 44 feet
 - West side of the street, beginning at the intersection with West Wausau Avenue extending north 42 feet

Staff contact: Allen Wesolowski 715-261-6762 / Lt. Cord Buckner 715-261-7803



No Parking During School Hours (both sides of street)

*x -- No Parking Here to Corner / No Parking Back to Corner
(from 10th Ave to intersection)*

"No Parking to Corner" restrictions are listed in municipal code

None of the "School Hours" restrictions are listed in municipal code

Wausau West
High School



1100

*no posted parking
restrictions in this
block*

1000



x

x

x

x

900



x

x

800

x

x

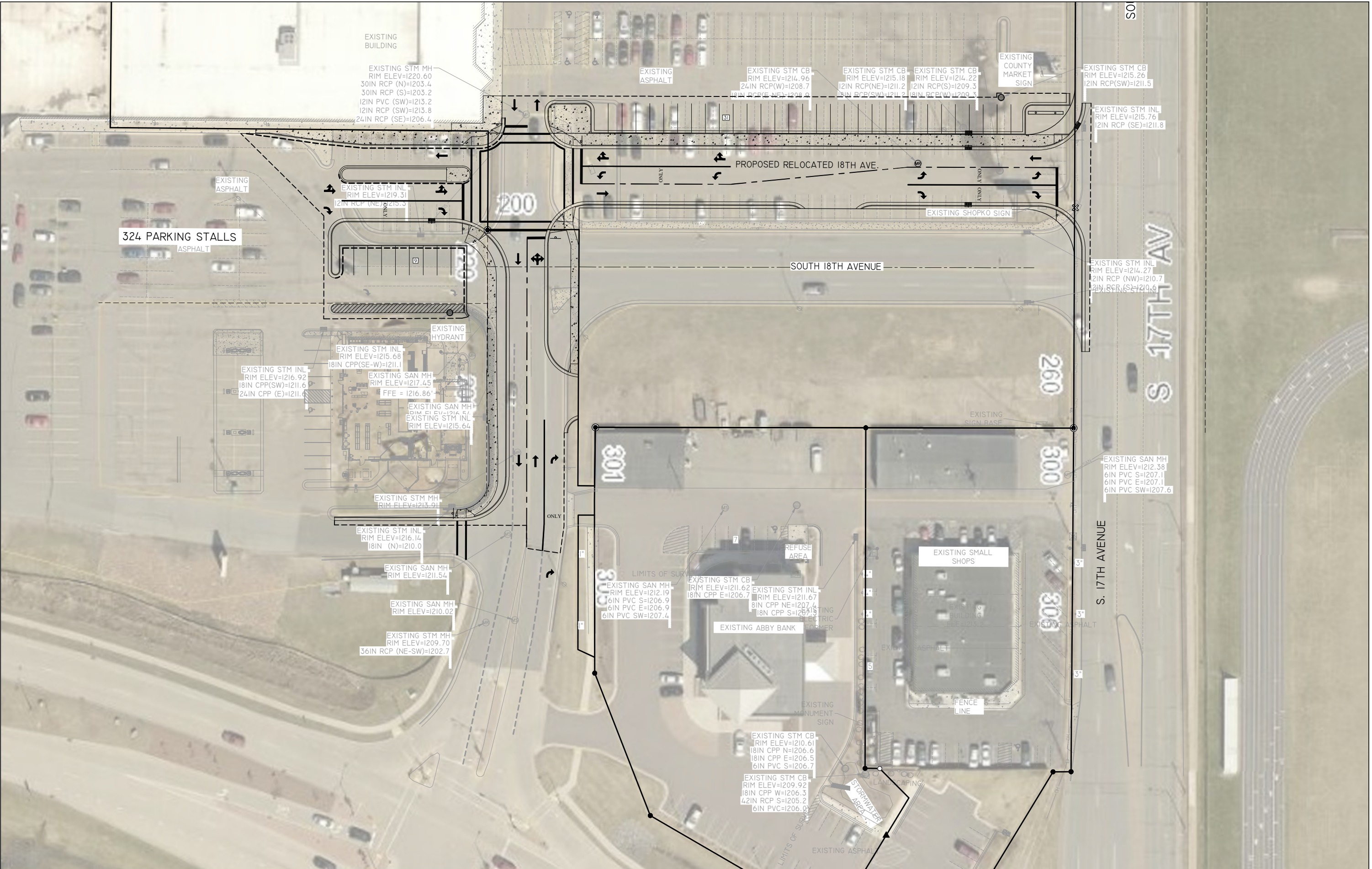


appendix A.

*-- posted parking restrictions on N. 10th
Ave. and surround*

AGENDA ITEM
Discussion and possible action on approving the layout for the relocation of 18 th Avenue
BACKGROUND
REI has designed the layout for the relocation of 18th Avenue. The overall plan sheet is attached. The current design as shown provides one lane of traffic at the south leg of the intersection. This reduction on lanes will allow for sidewalk to be extended on the west side of 18th Avenue on the east side of the gas station. The northbound traffic on 18th will also be reduced to one lane at the intersection, the second lane will drop off at the new entrance to the proposed commercial development. Staff has requested the sidewalk on the east side of northbound 18th Avenue be continuous, as shown, the sidewalk between the bank entrance and the new commercial entrance will not exist.
FISCAL IMPACT
The 2020 budget for this project is \$300,000.
STAFF RECOMMENDATION
Staff recommends approval under the condition sidewalk is continuous on the east side of 18 th Avenue.
Staff contact: Allen Wesolowski 715-261-6762

DRAWING FILE: P:\8600-8699\8600A - Shopko.dwg\8600A-030-OVERALL.dwg LAYOUT: 030 (2)
PLOTTED: FEB 27, 2020 - 3:28PM PLOTTED BY: SPENCERH



AGENDA ITEM

Discussion and possible action on approving the layout for the extension of Fulton Street

BACKGROUND

Ayres Associates has designed the layout for the extension of Fulton Street. The overall plan sheets are attached. Staff will discuss the layout during CISM and answer questions as necessary.

The current schedule is to have CISM review and approve, make any changes or adjustments as necessary and bid the project in March. The schedule for construction is very aggressive. The contractor will be required to have the sewer and water utilities installed by mid-June and have all work completed by mid-July.

FISCAL IMPACT

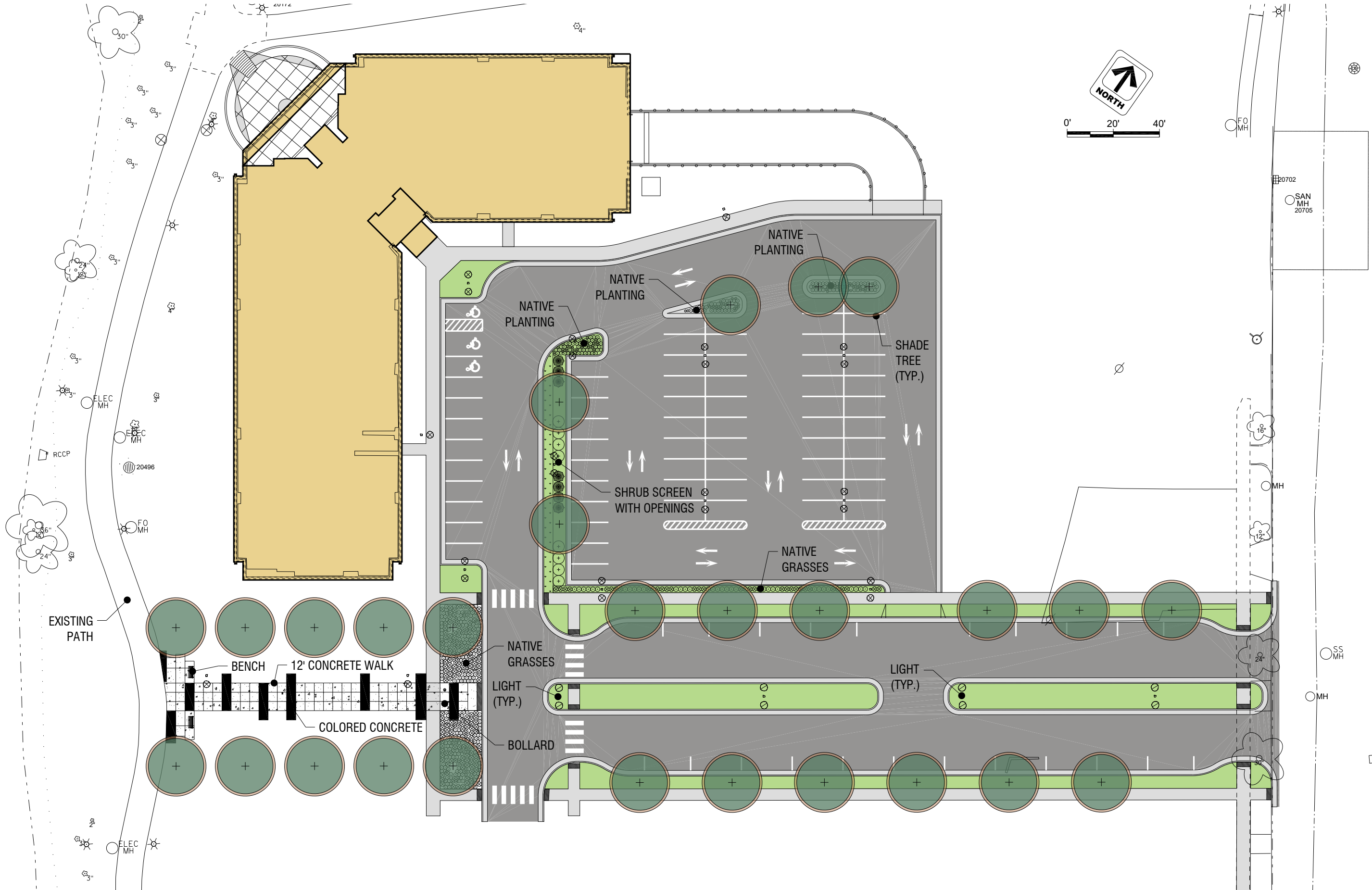
The 2020 budget for this project is approximately \$1.4 million to complete the roadway, storm sewer, parking lot, lighting and landscaping. The sewer and water is budgeted for approximately \$120,000.

STAFF RECOMMENDATION

Staff recommends approval of the plans as presented.

Staff contact: Allen Wesolowski 715-261-6762

2/25/2020
\\ayres\Acad\25\Wausau City\446-0305.00 Wausau Franc Riverfront Dev\CADD\Sheets\Plant\ML-COLOR_20_0306.dwg, Layout: Exhibit



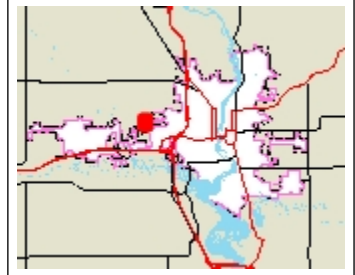
PLAZA CONCEPT
Wausu, WI

AGENDA ITEM
Discussion on possible capital improvements and history of past improvements on 3 rd Avenue from Stewart Avenue to Thomas Street
BACKGROUND
The following is a summary of existing conditions: Roadway: concrete street, one way southbound street with 2 travel lanes Parking: parking allowed on both sides. Bicycle accommodations: Sharrows Pedestrian accommodations: sidewalks are on both sides of the street for the entire length. Lighting: Standard 30' poles on the west side of 3rd Street for the entire length Signalization: New signals installed on Stewart Ave and Thomas Street in last 5 years. Landscaping: Grass boulevards approximately 4 feet wide, street trees Construction Date: Complete Reconstruction in 2001 Pavement rating: WISLR Rating (1 – 10): 6 Average Daily Traffic (ADT): 4,200 – 4,800 vehicles per day The existing pavement condition is considered fair with a rating of 6. 3rd Avenue is not scheduled for reconstruction in the next 10-20 years. Concrete repairs have been done on this portion of 3rd Avenue and will need to continue to be done to prolong the life of the concrete pavement. Enhancements to the corridor relating to landscaping are limited. The existing 4' boulevard leaves minimal room for any landscaping. This narrow boulevard also makes it difficult to grow and maintain grass and provides minimal area for snow storage. Current lighting on the corridor is the standard cobra head lighting. Decorative lighting on the corridor could be considered. A preliminary cost estimate based on similar decorative lighting projects is approximately \$400,000. Staff has received complaints of narrowed lanes due to snow piles in narrow boulevards causing parked cars to park partially in driving lanes.
FISCAL IMPACT
Future improvements will dictate fiscal impact.
STAFF RECOMMENDATION
None, discussion and informational item only.
Staff contact: Allen Wesolowski 715-261-6762

AGENDA ITEM
2019 MS4 Annual Report
BACKGROUND
The Municipal Separate Storm Sewer System (MS4) Annual Report is required to be submitted to the WDNR by March 31st of the following reporting year. Within the report the following items are reported: -The status of implementing the permit requirements, status of meeting measurable program goals and compliance with permit schedules. -Fiscal analysis which includes the annual expenditures and budget for the reporting year, and the budget for the next year. -A summary of the number and nature of inspections and enforcement actions conducted to ensure compliance with the required ordinances. -Identification of any known water quality improvements or degradation in the receiving water to which the permittee's MS4 discharges and what actions are being taken to improve water quality. -Evaluation of program compliance, appropriateness of best management practices (BMPs) and progress towards measurable goals.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Stormwater compliance update and information purposes.
Staff contact: TJ Niksich 715-261-6748

AGENDA ITEM								
Update on overnight parking during the winter months								
BACKGROUND								
During the 2019-2020 winter season, snow emergencies were issued December 30, January 17-18, and February 9-10. The number of citations issued during each snow emergency is below. <table><tr><th><u>Date</u></th><th><u>Citations Issued</u></th></tr><tr><td>December 30</td><td>94</td></tr><tr><td>January 17-18</td><td>149</td></tr><tr><td>February 9-10</td><td>128 (citations were dismissed)</td></tr></table> A component of the snow emergency strategy was to increase enforcement of overnight parking restrictions. Since November 1, 2019 to March 9, 2020, 1,670 overnight parking citations have been issued compared to 920 overnight parking citations issued between November 1, 2018 to March 9, 2019.	<u>Date</u>	<u>Citations Issued</u>	December 30	94	January 17-18	149	February 9-10	128 (citations were dismissed)
<u>Date</u>	<u>Citations Issued</u>							
December 30	94							
January 17-18	149							
February 9-10	128 (citations were dismissed)							
FISCAL IMPACT								
None								
STAFF RECOMMENDATION								
Update item only.								
Staff contact: Eric Lindman 715-261-6745								

AGENDA ITEM
Discussion and possible action on a grading easement for Wisconsin Public Service Corporation at Parcel ID 076-2907-282-0967
BACKGROUND
WPS has requested a grading easement on City of Wausau land in the Town of Stettin. The parcel is used by the City for a regional detention pond. WPS has requested the easement to grade a ditch on the south side of the City property to prevent water from flowing onto the WPS substation. Engineering has reviewed the site and has no issues with WPS grading a ditch on City property to divert water around the WPS substation.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the grading easement
Staff contact: Allen Wesolowski 715-261-6762



Legend

- Right Of Way
- Stream - River



Notes

Easement

Map Created: 3/10/2020

115.38 0 115.38 Feet



NAD_1983_2011_WISCRS_Marathon_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

GRADING EASEMENT

RE #1047218

This **GRADING EASEMENT** (the "Easement") is made by **CITY OF WAUSAU** ("Grantor") to **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area", upon that certain property of Grantor located in Marathon County, Wisconsin. (the "Grantor Parcel")

1. **Easement Area:** The Easement Area is described as a strip of land twenty five (25) feet in width (or such other widths as described hereinafter), being a part of the premises of Grantor in a part of the Northwest ¼ of Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin (the "Grantor Parcel").

The location of the Easement Area with respect to the Grantor Parcel is described on the attached Exhibit "A", and made a part hereof by this reference.

Also a temporary construction easement lying adjacent to the above description being more described and shown on Exhibit "A", said temporary construction easement automatically terminates following completion of the project.

The Easement Area is adjacent to an electrical substation of the Grantee (the "Facilities") not located on Grantor Parcel.

2. **Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the permanent and non-exclusive right, permission and authority to (a) remove and clear all structures and obstructions within the Easement Area or overhanging the Easement Area, such as, but not limited to, rocks, trees, brush, limbs and fences; (b) grade and reseed the Easement Area; (c) plant trees, bushes, or vegetation within the Easement Area; and (d) maintain the grade, trees, bushes, and vegetation within the Easement Area.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

3. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted. Grantor agrees that Grantee and its agents, contractors and employees shall have the free and full right to enter upon the Easement Area and the Grantor Parcel, as necessary or convenient for the full enjoyment and use of the rights herein granted, for the purposes of ingress and egress, performing survey work for civil, environmental, archaeological, cultural, and geotechnical reviews, including soil borings, wetland studies, and to perform other engineering studies and for other purposes consistent with this Easement.
4. **Structures and Improvements:** Grantor covenants and agrees that no structures, buildings, tanks, antennas, or other improvements, obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. This includes, but is not limited to, houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Grantor further covenants and agrees, within the Easement Area, not to plant any trees or shrubs, not to place or store any flammable materials, and not to place any water, sewer, or drainage facilities or retention ponds or basins.
5. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered without the prior written consent of Grantee.
6. **Reserved Rights:** After Grantee's initial grading and restoration work is completed, Grantor may use the ground surface within the Easement Area, subject to the terms of this Easement, provided that such use shall not, in Grantee's opinion,

RETURN TO:

Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

(Parcel Identification Number)
07629072820967

interfere with or obstruct Grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the Facilities.

7. **Restoration:** After initial construction of the Facilities, Grantee will, at a minimum, grade and reseed the Easement Area. In addition, Grantee agrees to restore or cause to have restored Grantor's land outside of the Easement Area, 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, shrubs, branches, roots or other landscaping which may interfere with Grantee's use of the Easement Area.
8. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement, they are well seized of good and marketable title to the premises above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of Grantee hereunder, except the mortgages of record as of the date of this Easement.
9. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
10. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
11. **Non-Titled Spouse:** Any non-titled spouse signs below as Grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and all applicable marital property laws.

This _____ (is/is not) homestead property.

12. **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 five (5) days to review this easement document *or* voluntarily waives the five (5) day review period.

IN WITNESS WHEREOF, the Party or Parties hereto have executed this instrument this _____ day of _____,
20____.

GRANTOR: CITY OF WAUSAU

Sign Name _____
Print Name\Title _____

Sign Name _____
Print Name\Title _____

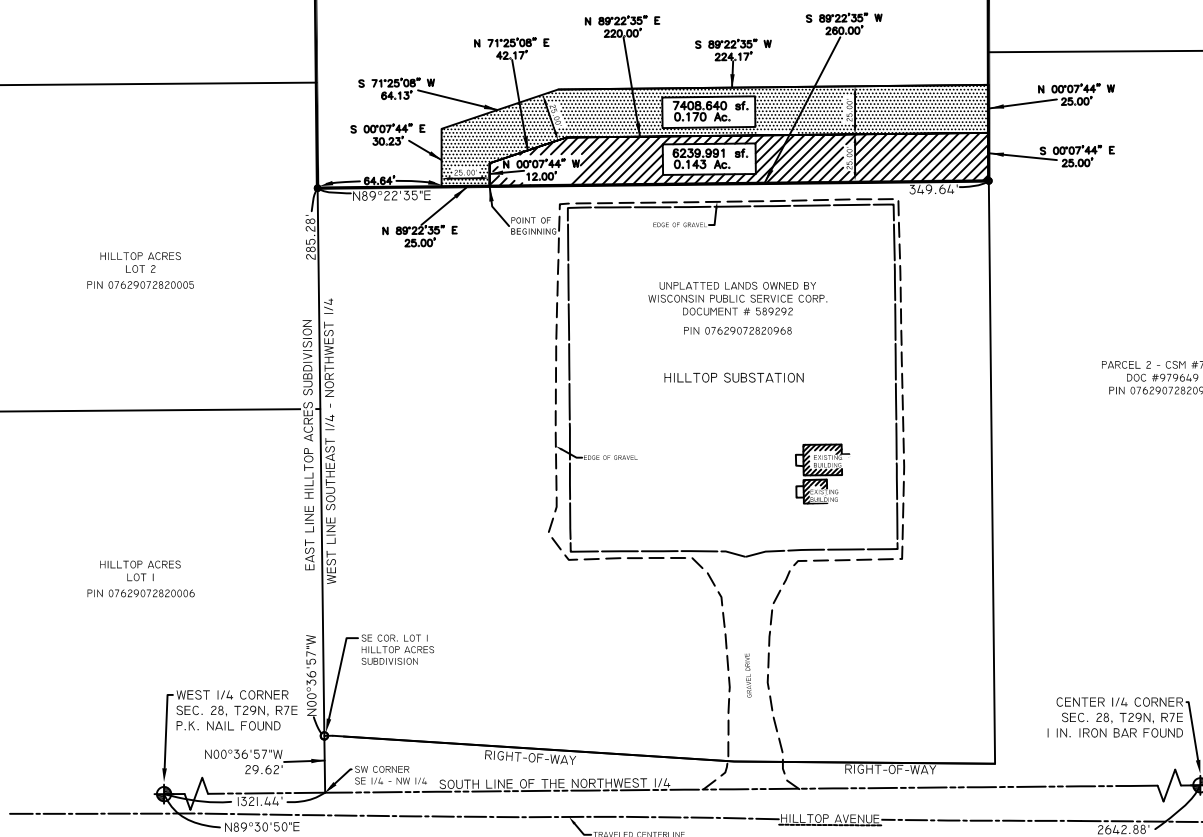
STATE OF WISCONSIN)
 : SS
 COUNTY)

Personally came before me this _____ day of _____, 20____ the above named

known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public Signature, State of Wisconsin

My commission expires _____



700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
Phone: 800-450-7260

County	Municipality	Site Address	Parcel Identification Number
Marathon	Town of Stettin	Hilltop Avenue	7629072820967

EXHIBIT "A"

GRANTOR PARCEL:

The parcel described in the Marathon County Register of Deeds, Recorded as Document Number 1374099, being in the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin.

PERMANENT GRADING EASEMENT DESCRIPTION:

All that part of the Grantor parcel located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter corner (W $\frac{1}{4}$) of Section 28, Township 29 North, Range 7 East; Thence N89°30'50"E along the East-West Quarter line of said Section 28, a distance of 1321.44' to the Southwest corner of the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), thence N00°36'57"W along the West line of the aforementioned Southeast quarter of the Northwest quarter of Section 28, a distance of 29.62' to the Southeast corner of lot 1 of Hilltop Acres Subdivision, recorded in Cabinet 1 on page 4B as document no. 635345, filed in the Marathon County Register of Deeds office, thence continuing N00°36'57"W along the East line of the aforementioned Hilltop Acres Subdivision and the West line of the Southeast quarter of the Northwest quarter, a distance of 285.28' to the Southwest corner of the Grantor parcel, thence N89°22'35"E along the South line of the Grantor parcel, a distance of 89.64' to the Point of Beginning (POB), thence N00°07'47"W, a distance of 12.00', thence N71°25'08"E, a distance of 42.17', thence N89°22'35"E, a distance of 220.00' to a point on the East line of the Grantor parcel, thence S00°07'44"E along the East line of the Grantor parcel, a distance of 25.00', to the Southeast corner of the Grantor parcel, thence S89°22'35"W along the South line of the Grantor parcel, a distance of 260.00' to the Point of Beginning.

Said permanent grading easement contains 6239.99 sq.ft./0.143 acres more or less.

AGENDA ITEM
Discussion and possible action on memorial street signage recognizing prominent community figures
BACKGROUND
There have been discussions related to the potential for Wausau to recognize prominent people that have had a significant impact to Wausau and the region. Alderman Neal brought forward some additional ideas lately and one was to recognize people at various corners within the City by adding an additional sign on top of the street signs. This is similar to the concept proposed previously by the neighborhood groups. Attached is a picture of the concept for a proposed sign, the design style of the sign has yet to be determined. Any proposed memorial sign and individual would be proposed to the Mayor's office and the Mayor would review and approve.
FISCAL IMPACT
Staff to install the sign.
STAFF RECOMMENDATION
Staff recommends the style and size and font on the signs be standardized and approved by Engineering prior to the Mayor approving the first to be installed. The proposers of the sign would purchase the making of the sign for City staff to install.
Staff contact: Eric Lindman 715-261-6745



