



OFFICIAL NOTICE AND AGENDA

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

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

Meeting of the: **INFRASTRUCTURE AND FACILITIES COMMITTEE OF THE CITY OF WAUSAU**
Date/Time: **Thursday, May 8, 2025 at 5:15 p.m.**
Location: **City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS**
Members: **Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson**

AGENDA ITEMS FOR CONSIDERATION

1. Approval of minutes of the April 10, 2025 meeting.
2. Discussion and possible action on parking restrictions in the 800 block of Sherman Street.
3. Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 6th Street.
4. Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 5th Street.
5. Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 1st Avenue
6. Discussion and possible action on State/Municipal Agreement for signal rehab at Thomas Street and Grand Avenue.
7. Discussion and possible action on Plat and Relocation Order for Project ID 6999-18-11, Business Campus Trail East-West Connector.
8. Discussion and possible action on adding pedestrian warnings on 17th Avenue at Garfield Avenue.
9. Discussion and possible action on revision to the Developer's Agreement with Green Tree Construction, Inc., for Green Tree Meadows Subdivision.
10. Discussion and possible action on addition of 2nd Street from Forest Street to Division Street and Division Street from 2nd Street east to the dead end to proposed 2026 Street Reconstruction Projects.
11. Update on the proposed Fleet Maintenance Facility and possible location.

Adjournment

CHAD HENKE - Committee Chair

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 04/30/25 @ 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 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., Property owners in the 800 block of Sherman Street.

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



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ADDENDUM

12. Discussion and possible action on Foundry on 3rd Ph 1, LLC Parking Lease Agreement.
Adjournment
CHAD HENKE - Committee Chair

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This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 05/02/25 @ 8:30 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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ADDENDUM #2

13. Discussion and possible action on First Revision to the State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue, Project ID 6999-09-02/72.

Adjournment

CHAD HENKE - Committee Chair

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ADDENDUM #3

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

Adjournment

CHAD HENKE - Committee Chair

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Date of Meeting: April 10, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Michael Martens, Tom Neal, Sarah Watson (Chad Henke was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Jeremy Kopp, Randy Fifrick, Lori Wunsch

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

Noting the presence of a quorum, at approximately 5:15 p.m. Vice Chair Larson called the meeting to order.

Approval of minutes of the March 13, 2025 meeting

Watson moved to approve the minutes of the previous meeting. Martens seconded and the motion passed 4-0.

Reconsideration of parking restrictions on Hamilton Street between 10th Street and 12th Street

Wes Ebert, 1201 North 12th St, asked if his neighbor's (Josh Holland) email was received and Larson confirmed. Ebert reinforced what Holland said about parking on both sides of the street calming down traffic. Another concern for Ebert is his side of the street is rarely plowed to the curb and his driveway grows by 5'. If there are cars parked across the street from him, he will have a hard time getting out of his driveway in the winter. He has lived in this house for 20 years. There has never been an issue at his end of the street. After the last letters went out, the next storm came and he noticed there wasn't a problem. Cars were not parked on the street. The neighbors realized there was something to be dealt with and they did not park on the street at that point. He asked if the simple solution of talking to the neighbors was considered. He does not see a need to put up signs and restrict parking.

Wesolowski explained that the original request came from Public Works due to plowing. Pictures were provided showing how parking prevented plowing of the street. The last action taken was to restrict parking on the south and east sides, which was asked to be brought back for reconsideration. Engineering has received 3 emails. One from 1009 Hamilton which said to stick with the no parking restrictions that were passed at the last meeting. 1106 Highland Park also said to stick with the parking restrictions year-round. 1108 Hamilton, Josh Holland, does not want any parking restrictions. He was the resident that appeared at the last meeting and requested the restrictions be in place only during the winter months. Now he is requesting to leave it as is with no parking restrictions. Engineering also received a call from 1020 Hamilton who wants to uphold no parking as was passed.

Neal said the plow photo is definitive of the winter problem. A few years ago there was a fire on that block that required response. Had there been parking on both sides of the street it would have impeded access for emergency vehicles. On his block he sees people parking overnight on both sides of the street. They just do not seem to get the alternate side parking down. He feels there is a need to have one side parking on this stretch to eliminate the bottleneck for emergency vehicles and plowing. He would support this for year-round. Concerns were expressed about traffic using these blocks and speeding; however, this is not a throughfare. You rarely see anyone driving through there unless they live there.

Martens referred to the comment made about parking being used as a method of traffic calming. This concerns him as parking is not a method used for traffic calming. If speed or traffic is an issue, maybe Engineering should do a study to see what kind of traffic is happening on the street and determine if other approved methods of traffic calming are necessary. He is in favor of keeping the parking as decided last month.

Neal moved to maintain the restrictions as passed previously and deny the reconsideration. Watson seconded and the motion passed 4-0.

Reconsideration of parking restrictions on 12th Street between Hamilton Street and Steuben Street

Neal moved to maintain the restrictions as passed previously and deny the reconsideration.

Ebert lives on 12th Street and there has never been an issue with parking or obstruction. He does not see why there is an issue to worry about.

Watson seconded the motion and the motion passed 4-0.

Discussion and possible action on initial resolution to set a public hearing to vacate Pine Ridge Boulevard from North 28th Avenue to Westhill Drive

Wesolowski stated a letter was received from Aspirus regarding a proposed expansion for which they would request the proposed vacation. This is for the initial resolution to hold the public hearing.

Tom Radenz, REI, 4080 North 28th Ave, appeared with Paul David, Barbara Burnette, and Rene Gorski of Aspirus. They are interested in expanding the parking field for the hospital parking lot for a future building addition. They are requesting a portion of Pine Ridge Boulevard get vacated to accommodate the project. They can do a full presentation during the public hearing to show the plans and bigger picture.

Watson moved to set the public hearing. Neal seconded and the motion passed 4-0.

Discussion and possible action on design options for the reconstruction of 28th Avenue from Westhill Drive to West Wausau Avenue

Larson looked at the options and the response from the public through the whole scenario is Option 1. He feels if the public wants Option 1, we should give them Option 1.

Wesolowski laid out the options and preliminary costs. He cautioned that the estimates do not include sanitary sewer and water costs; it is strictly for the roadway portion.

Frank Stefl, 2801 West Wausau Ave, thought to keep 28th Avenue open and resurface it would roughly be \$1 million plus without water drainage. Installing cul-de-sacs and eliminating the throughfare was talked about. He feels it is working the way it is. He asked why we would invest \$1 million plus to refurbish the street not knowing if it will stay good. The plow drivers do not like going down the hill. It is not feasible to pay over a million without taking care of the water runoff. In his opinion, the cul-de-sacs should be put in and the roadway kept the way it is now.

Karen Singsheim, 5177 North 28th Ave, has a friend who lives on Maple Creek between 29th and 30th. From what she can tell, he will be blocked off 3 ways to get out of his house. Wesolowski clarified that Option 1 is to reconstruct 28th Avenue the way it is now.

Wesolowski showed the 4 options. Option 1 is to reconstruct as is. Option 2 is similar to the way it is set up now with bringing traffic up Madonna and adding a cul-de-sac at Maple Creek. Option 3 would take traffic up Maple Creek with a cul-de-sac at Mary Ann Lane. Option 4 is the original plan proposed by the County.

George Mosher, 710 North 32nd Ave, said Option 1 is the best there can be. The traffic using 32nd Avenue can be crazy at times. He has talked with other people that live in the area. They have kids that cross 32nd Avenue. Leaving 32nd Ave as a main artery is not an option because it is a residential area.

Barbara Burnette and Paul David both appeared from Aspirus. They do support the throughfare to continue in its current configuration. Some of the reports heard from other people about drivers doing crazy things stems from the fact that this is a historical throughfare for the City. There are people that use it and rely upon it. Aspirus is developing much of a campus in that area and hopes to continue to do so with the belief there was going to be a throughfare in this area. It is an effective and important lane of travel for many reasons. They voiced strong support for the first option.

Bret Lichtenwald, 3007 Ridgewood Drive, would prefer Option 1. The overwhelming majority has always been to reconstruct 28th Avenue. He has witnessed some dangerous situations with kids at bus stops and impatient

drivers. Detours have been moved so he thinks we have done as much as we can at this point. Opening 28th Avenue would solve the rest of the problems they still have.

Mary Hallgren, 819 North 27th Ave, feels bad for the people that live on 32nd. There is a single mom on 30th who has 5 children that are outside playing all the time. Half the time Hallgren walks her dogs in the ditch on West Wausau Ave due to people coming up 32nd Ave. People still try to go down 28th Ave, then head over on Mary Ann and come up 27th fast because they are not happy. She feels if 28th Avenue is reconstructed correctly, we should not have problems with it washing away. It really is a throughfare and she does not think it is fair to reroute traffic through residential neighborhoods.

Stefl said everyone talks about speeding on 30th and around. Everyone speeds in Wausau. Come summer, they are just as fast if not faster with that street open. He thinks traffic is slower with the way it is blocked off. With Aspirus wanting to build, he thinks we would want traffic using Westwood where there is a stop light.

This is a difficult one for Neal. He tends to put a lot of weight in what staff recommends. He is very concerned about the winter situation. If we were to go with Option 1, he believes the addition of gates for snow/ice emergencies would have to be done as part of the reconstruction. He does not like the idea of traffic through neighborhoods from people who are hell bent on getting somewhere like they used to. He is in favor of Option 1 with the caveat of looking at protecting it in the winter and looking at impacts for our snowplow operators.

Larson agrees as it worked for years. He feels the City and the County have let the neighborhood down over the years by keeping it in limbo to a point where it is unusable. As much as it is going to cost the City to reconstruct it, he believes it is the necessary thing to do.

Watson said Option 1 is ideal, but she asked if we would be back here in another 10 years with washouts. Wesolowski explained it would not be a 10-year road. Storm sewer would be installed. Currently there are a lot of washouts because there is no storm sewer. We would either put a better ditch down the east side of 28th Avenue or more likely add storm sewer all the way down the hill. The estimates for the options do not include sanitary sewer or watermain. No matter what option is chosen, sanitary sewer and water will be done. The cost of reconstructing the road changes depending on the option.

Watson was looking at Options 1 and 4 and spoke of the grades. Wesolowski stated Option 4 was the original County design, which would have continued north across West Wausau Avenue through the Village of Maine. The Village has expressed no interest in extending the road. If we were to build Option 4, it would be a T intersection at West Wausau Ave.

The biggest concern for Martens is the 18% grade. Recommended grades do not go beyond 12%. He asked for an example between a 12% grade and an 18% grade. Townline Road would be closer to a 12% grade. Wesolowski explained the 12% is a federally funded mandate. For local roads, federal standards do not have to be followed. There is not much that can be done with the grade of 28th Avenue.

Martens noted that the cost of Option 1 is approximately three-quarters of a million more than Option 2. This will be three-quarters of a million of additional debt the City will have to carry. Staff will continue to refine the estimate once an option is chosen.

Watson moved to pursue Option 1. Seconded by Neal and the motion passed 4-0.

Discussion and possible action on proposed 2026 Street Reconstruction Projects and 5 Year Plan

Wesolowski stated that next year construction would include Stark Street from 5th Street to 12th Street, 28th Avenue from Westhill Drive to West Wausau Avenue, North 8th Avenue from Spruce Street to Bridge Street, and West Wausau Avenue from 10th Avenue to Stevens Drive. North 8th Avenue would use TID funding. West Wausau Avenue is a STP Urban project so the DOT would be paying 80% of the costs. Proposed streets for the year 2030 have been added to the 5-year plan.

Neal said 2026 may have to be looked at due to 28th Avenue. Neal has seen clear cutting of trees on streets where projects will take place. Years ago, there were extensive discussions on managing street trees, their value to the City, and value to real estate. They are a resource we cannot take for granted. Every tree on Grant Street was cut down and replaced with little trees. Trees have to have priority and protected when possible. We have seen where tree roots have been cut for sidewalk replacement and subsequently the tree is blown over in a stiff breeze because half of the root structure has been severed. Neal wants to see street projects tree plans brought before the Park & Rec Committee for review and comments. He cannot keep seeing our canopy disappear because engineers figure it is ok and it makes their job easier. For any given tree, he wants to know the reason for the removal. Lindman said there are trees that have to come down due to utilities. We rely on the City Forester for trees that need to come down due to disease or condition. Neal said even a couple trees on any given block will help to keep the element of beauty on that block. Larson suggested putting this on the agenda for next month.

Neal moved to accept the 2026 Street Reconstruction Projects and 5 Year Plan as presented with the caveat that 2026 may have to be looked at in terms of budget and impact of 28th Avenue. Seconded by Watson and the motion passed 4-0.

Discussion and possible action on City property proposals for fire training tower

Kopp has looked at four properties that for the most part are owned by the City. He would like to get to a point where one property could be picked to move forward with.

Larson asked if there is a cost estimate for the tower. Kopp has a few options as well as costs. Right now he feels it is necessary to show the partnership that we are willing to have an area to do this. The size of the training tower can differ, which will change the cost. Some training towers are made from cargo containers, which saves money. Costs will come forward, but it is such a variable depending on what tower we go with. The cheapest and most simple structure that would still qualify for our ratings starts at about \$260,000. There are towers that go all the way up to \$1.5 million. NTC will get back to Kopp on the cost of the training tower they put up in Merrill.

Neal noted that one property seems to be on the water. Kopp stated it is on Burek. The pro for this property is the location; it is near NTC's campus. The con is it is owned by the City but not in the City; it is in Maine. It would have to be developed and would be another cost. Lindman stated the Utility owns the property. The Utility has about 80 acres and it is where our wellfields are. This property is just north of the water plant. Out of the 4 properties, Kopp feels this one is the least feasible.

Kopp likes the 1300 Cleveland Ave property because of the location. The Fire Department could use the property and still respond quickly to citizens. It is also off the beaten path so there would not be many gawkers to cause accidents. The property already has a hydrant and concrete that could be used as a foundation for a structure. This property is Kopp's favorite of the four because of the location, it has a water source, there is a driveway and concrete. Neal mentioned that DPW has a training site here and asked if that would be compatible. Lindman stated the training area was set up because the property is not being used right now. Kopp feels it would be a good future goal to be able to collaborate with other City entities, such as DPW and PD, and possibly have an observation area for the community. Larson said the property has not been cleaned up and is an environmental hazard. Lindman explained the City has a remediation report with the DNR and is hoping to get something back in June/July on what work needs to be done. The Council would like the property cleaned up to non-industrial standards.

Larson is concerned with burning since this property is in a neighborhood. Kopp explained there will be a lot of different training. It is called a burn tower because you can have fire in it. There are restrictions on what you can burn in a burn/training tower. The way they are designed and discharge smoke, Kopp feels it would be nothing more than the smell of a campfire in the neighborhood. Larson's district borders this property, and he does not think they would be happy with it.

Martens agrees with Larson. Politically this would be a challenging site to use. Different uses have been proposed over the years and there has always been a significant amount of pushback. Larson does not feel it would be appropriate to do anything with this property until it has been remediated.

515 South 32nd Avenue is not owned by the City. This property is the old VA Clinic and is next to Fire Station 2. With the fire station connected to this property, it does give enough acreage to qualify for ISO Standards. A con for this property is it is in a neighborhood. There would be a lot of coming and going, noise, and a little smoke.

Another property is located on Enterprise Drive where the PD has a pole barn. This would allow the opportunity of collaborating with the Police Department. The property has easy access from the highway. The downside is we would have to do a lot with the property to bring it up to grade and bring in water for hydrants. Also, emergency vehicles would be further out of town. However, we would never have all units there at the same time. Two stations would be kept in quarters to cover the City properly.

When talking about neighborhoods and political concerns, the properties around Enterprise drive may be an easier sell per Neal. He is curious about the feasibility of the Enterprise sites. Neal likes the potential for collaborative efforts between DPW and the Fire Department. He asked if the Enterprise sites could be for both this facility and the Fleet facility. Lindman stated some properties near Enterprise were looked at for the Fleet facility. It is not really a great location for DPW because of the distance. Also, some of the properties thought to be big enough were restricted due to wetlands. Lindman does not believe there are any sites big enough for both DPW and the Fire Department.

When the evidence storage building was built on Enterprise Drive, Martens thought the Police Department was looking at some of the land as a potential location for their range. Martens thinks the lot next to Fire Station 2 might not be that bad of a site. It is right off the highway and is in a commercial district. He is concerned with the land off Burek Street because of the wellheads.

Kopp noted that the City has grown to the west with Great Lakes Cheese and Wausau Chemical. One day a fourth station will be needed because it is too far to go from the nearest station to achieve response times at their goal of 4 minutes or less. The Enterprise Drive location could be a future site that could grow from a training tower to a small station one day. Discussion followed.

Kopp will touch base with the realtor for the 32nd Ave property and try to put together a survey of the neighborhood. He will also keep looking into the pros and cons of Enterprise Drive.

Discussion and possible action on easement with 700 Grand Apartments LLC for underground utilities at 700 Grand Avenue

As part of the development agreement the City has to note an underground utility easement along the north part of the parcel. The CSM provided denotes the width of the easement. This is the area that will have the parking lot. The City needs to accept the easement that will be granted by the developer after the property is closed on.

Neal moved to approve. Seconded by Martens and the motion passed 4-0.

Discussion and possible action on dedication of land to Right of Way at 700 Grand Avenue

When the parcel was initially designed for development, 20' along Grand Avenue was left for any future road projects. This needs to be dedicated as right-of-way. The staff memo states a 20' wide and 139' long strip remains for dedication. Lynch spoke with the contracted surveyor who suggested changing that to 398', which is what is shown on the CSM.

Martens moved to approved. Seconded by Neal and the motion passed 4-0.

Update on future parking facilities for Athletic Park

As part of the original development agreement in 2020 and the first amendment in 2022 with the Woodchucks organization, the City has an obligation to create parking facilities. Lynch provided a map showing three areas around Athletic Park. There is a current gravel parking lot that will be paved this year and provide 29 spaces.

East of the field an ADA parking lot will be created with 7 spaces. According to the development agreement, we have to provide 150 parking spaces. We will have 114 parking spaces left to create. The space in the area is limited. Lynch has talked with landowners and examined other options in the area. He has set a deadline of the middle of this year so we can get a parking lot designed and in the 2026 budget. Our deadline for completion is early 2027. We are looking at doing a large lot. The Wausau Chemical temporary gravel site is a good candidate. It would hold a large number of vehicles and when not used by Athletic Park it would be available for those using the riverfront.

Street parking around Athletic Park is not being utilized properly. Mark Macdonald, owner of the Woodchucks, would like to see more paint marking of on-street stalls. There may be areas that it would be useful, but there is consideration of the ongoing cost to maintain the paint. Lynch has considered 3rd Street, 3 to 4 blocks south of Wausau Ave and roughly the same distance north of Wausau Ave; and 2nd Street about the same distance south of Wausau Ave. Macdonald is pushing to have more of the neighborhood areas have this, specifically Park Ave and Lincoln Ave. Lynch is hesitant mostly because of the condition of the street and there are a lot of lead lines. He is also careful about setting a precedence.

Neal said that from Wausau Ave south is an area of focus for development. The area proposed for the larger lot is in the backyard of an area that we are looking at for residential development. He is leery of making that a permanent fixture. Across the street north is a little less desirable in terms of development. Lynch feels the area between Wausau Ave and Winton is the area more desirable for residential development. We are working through a process to get the Wausau Chemical site cleaned up. A parking lot is a good way to limit intrusions into the ground. Neal questioned the space across 1st Street. Lynch indicated it is owned by the Bridge Clinic, and they have plans for it.

Martens feels street markings are a great idea, especially on 3rd Street and 2nd Street. He suggested starting small to see how it works out. Larson also likes this idea so people are not parking within 4' of a driveway. Lynch offered to Macdonald for their department to monitor and evaluate parking in the area. They could try and get counts on busier days and document if they find problems such as blocking driveways. Lindman said that once we put paint on the street we have to maintain it. Every year we do a pavement marking project so that would be increased dollars every year. If we use epoxy, it is typically every three years. We do have a hard time keeping up and we have areas that are a priority. Lindman would be against doing this in residential areas. If you try to mark areas between driveways and ingress/egress areas, he feels you would lose more parking spots than you would gain.

Update on the proposed Fleet Maintenance Facility and possible location

Lindman does not have any new news at this point. He had a conversation with the Mayor about relooking at some areas, whether it is purchasing residential and commercial properties by the existing facility or to see if there are any different feelings from owners of other properties we have looked at. We are moving forward with investigations of the Cherry Street property.

Neal does not see Cherry Street as being a property he would support. The property is essentially downtown, on the river, and adjacent to the extended riverwalk. He would love to see that property maintained as a taxable plot of land. He feels it is a sellable property. A fleet facility is not compatible with his vision.

Adjourn

Neal moved to adjourn the meeting. Watson seconded and the motion carried 4-0. Meeting adjourned at approximately 6:50 p.m.

Agenda Item No.

2

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – May 8, 2025

AGENDA ITEM

Discussion and possible action on parking restrictions in the 800 block of Sherman Street

BACKGROUND

Tonia Vanslate, owner of 810 Sherman Street contacted the engineering department requesting ‘No Parking’ be posted in front of the property along Sherman Street.

Tonia has stated she will be at the meeting to make the request in person and explain her unique situation.

FISCAL IMPACT

Minimal, cost of signs.

STAFF RECOMMENDATION

Engineering staff recommends the committee hear the request from Tonia Vanslate and make an informed decision.

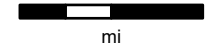
Staff contact: Allen Wesolowski 715-261-6762

ArcGIS Web Map

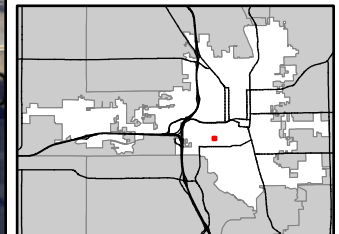
City of Wausau / DPW

Date: 4/28/2025

0 0.01 0.01



- Right Of Way
- Parcel



NOTES:

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

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM

Agenda Item # 3 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 6th Street

Agenda Item #4 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 5th Street

Agenda Item #5 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 1st Avenue

Agenda Item #6 - Discussion and possible action on State/Municipal Agreement for signal rehab at Thomas Street and Grand Avenue

BACKGROUND

The Engineering department applied for grant funding to replace the signals on the above intersections. This funding is only available for communities that have connecting highways. The grants are competitive, and the scoring is based upon crash history of the existing signals, the condition of the existing signals and traffic volumes.

FISCAL IMPACT

The cost share for these signal replacements is 90% WDOT and 10% City. The total cost share for all 4 intersections is:

- WDOT: \$2,973,082
- City: \$330,343

The projects would be constructed in 2028 or 2029.

STAFF RECOMMENDATION

Engineering staff recommends approving the SMA for each intersection.

Staff contact: Allen Wesolowski 715-261-6762



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date: 3/26/25
 I.D.: 3700-40-56/57
 Road Name: WIS 52/6th St
 Title: City of Wausau Signal Rehab
 Limits: Bridge Street Traffic Signal
 County: Marathon
 Roadway Length: 0

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 30 years old and each component is near or past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane with reflective backplates, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons. Curb ramps and island noses will also be improved for pedestrians.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
³⁷⁰⁰⁻⁴⁰⁻⁵⁶ Preliminary Engineering:	\$ 113,201	\$ 101,881	90% max	\$ 11,320	10% + balance
³⁷⁰⁰⁻⁴⁰⁻⁵⁷ ¹ Construction: Traffic Signals	\$ 1,074,863	\$ 967,377	90% max	\$ 107,486	10% + balance
Total Cost Distribution	\$ 1,188,064	\$ 1,069,258		\$ 118,806	

¹ Estimates include construction engineering

*State funds are limited at the time of approval of this application. Any funds in excess of the maximum amount are the responsibility of the Municipality

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1-3); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or

provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
3. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
4. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
5. The work will be administered by the State and may include items not eligible for federal/state participation.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:
 - (a) Traffic Signals: In accordance with the State’s Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

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

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



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date:3/26/25
 I.D.:3700-40-58/59
 Road Name: WIS 52/5th St
 Title: City of Wausau Signal Rehab
 Limits: Bridge Street Traffic Signal
 County: Marathon
 Roadway Length: 0

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 15 years old and each component is near or past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane with reflective backplates, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons. Curb ramps and island noses will also be improved for pedestrians.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
³⁷⁰⁰⁻⁴⁰⁻⁵⁸ Preliminary Engineering:	\$ 90,796	\$ 81,716	90% max	\$ 9,080	10% + balance
³⁷⁰⁰⁻⁴⁰⁻⁵⁹ ¹ Construction: Traffic Signals	\$ 889,141	\$ 800,227	90% max	\$ 88,914	10% + balance
Total Cost Distribution	\$ 979,937	\$ 881,943		\$ 97,994	

¹ Estimates include construction engineering

*State funds are limited at the time of approval of this application. Any funds in excess of the maximum amount are the responsibility of the Municipality

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1-3); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or

provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
3. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
4. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
5. The work will be administered by the State and may include items not eligible for federal/state participation.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:
 - (a) Traffic Signals: In accordance with the State’s Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

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

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



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date:3/26/25
 I.D.:3700-40-54/55
 Road Name: BUS 51/1st Ave
 Title: City of Wausau Signal Rehab
 Limits: Bridge Street Traffic Signal
 County: Marathon
 Roadway Length: 0

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 20 years old and each component is past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
³⁷⁰⁰⁻⁴⁰⁻⁵⁴ Preliminary Engineering:	\$ 73,471	\$ 66,124	90% max	\$ 7,347	10% + balance
³⁷⁰⁰⁻⁴⁰⁻⁵⁵ ¹ Construction: Traffic Signals	\$ 497,007	\$ 447,306	90% max	\$ 49,701	10% + balance
Total Cost Distribution	\$ 570,478	\$ 513,430		\$ 57,048	

¹ Estimates include construction engineering

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waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
3. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
4. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
5. The work will be administered by the State and may include items not eligible for federal/state participation.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:
 - (a) Traffic Signals: In accordance with the State’s Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for

which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

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



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date:3/26/25
 I.D.:3700-40-52/53
 Road Name: BUS 51/Grand Ave
 Title: City of Wausau Signal Rehab
 Limits: Thomas Street Traffic Signal
 County: Marathon
 Roadway Length: 0

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 20 years old and each component is past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane, adding reflective backplates, adding a northbound flashing yellow arrow, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
³⁷⁰⁰⁻⁴⁰⁻⁵² Preliminary Engineering:	\$ 65,186	\$ 58,667	90% max	\$ 6,519	10% + balance
³⁷⁰⁰⁻⁴⁰⁻⁵³ ¹ Construction: Traffic Signals	\$ 499,760	\$ 449,784	90% max	\$ 49,976	10% + balance
Total Cost Distribution	\$ 564,946	\$ 508,451		\$ 56,495	

¹ Estimates include construction engineering

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This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1-3); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
3. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
4. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
5. The work will be administered by the State and may include items not eligible for federal/state participation.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:

- (a) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

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

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

Agenda Item No.

7

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM

Discussion and possible action on Plat and Relocation Order for Project ID 6999-18-11, Business Campus Trail East-West Connector

BACKGROUND

The City is currently in the process of designing a multiuse trail that will extend from 72nd Avenue to 84th Avenue. During the alternatives analysis process, it was determined that the preferred route would require the acquisition of a small portion of two adjacent properties. In addition to the acquisition of land, two Temporary Limited Easements (TLE) are required to facilitate the trail.

Prior to beginning the process of acquiring right of way, s. 32.05(1), Wis Stats., requires that the City file an order with the county clerk identifying the old and the new locations of the facility and the lands and interests required. This order is called the Relocation Order. See attached.

FISCAL IMPACT

Appraisals are currently underway.

STAFF RECOMMENDATION

Staff recommends approval of the Relocation Order.

Staff contact: TJ Niksich 715-261-6748

RELOCATION ORDER

Ipa1708 08/2011 (Replaces LPA3006)

Project ID 6999-18-11	Road name Business Campus Trail E-W Connector	Highway Non-Hwy	County Marathon
Right of way plat date	Plat sheet number(s) 4.01 – 4.02	Previously approved Relocation Order date	

Description of termini of project:

Beginning at a point (Station 10+00.00) which is 1,608.85 feet north and 1,557.77 feet west of the South Quarter Corner of Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin; thence along the reference line of Business Campus Trail E-W Connector within the right of way shown on the plat, to a point (Station 60+81.67) which is 340.27 feet south and 43.03 feet east of the East Quarter Corner of Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, and there terminating.

To properly establish, layout, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the trail designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Wausau orders that:

1. The said trail is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of Wausau
3. This order supersedes and amends any previous order issues by the: City of Wausau

Authorized Signature – City of Wausau

Date

Print Name

CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP ●
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT		OFF-PREMISE SIGN	
NEW R/W LINE	---	SIGN		COMPENSABLE	
EXISTING R/W OR HE LINE	---	PARALLEL OFFSETS		NON-COMPENSABLE	
PROPERTY LINE	---	BRIDGE			
LOT, TIE & OTHER MINOR LINES	---	CULVERT			
SLOPE INTERCEPT	---				
CORPORATE LIMITS	---				
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---				
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---				
TEMPORARY LIMITED EASEMENT AREA	---				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---				
TRANSMISSION STRUCTURES	---				
BUILDING TO BE REMOVED	---				

CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE	---
OVERHEAD TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---
ELECTRIC TOWER	---

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS (100')	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CERTIFIED SURVEY MAP	CSM		
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED EASEMENT	TLE
GRID NORTH	GN		
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY NUMBER	NGS		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ / DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2025) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

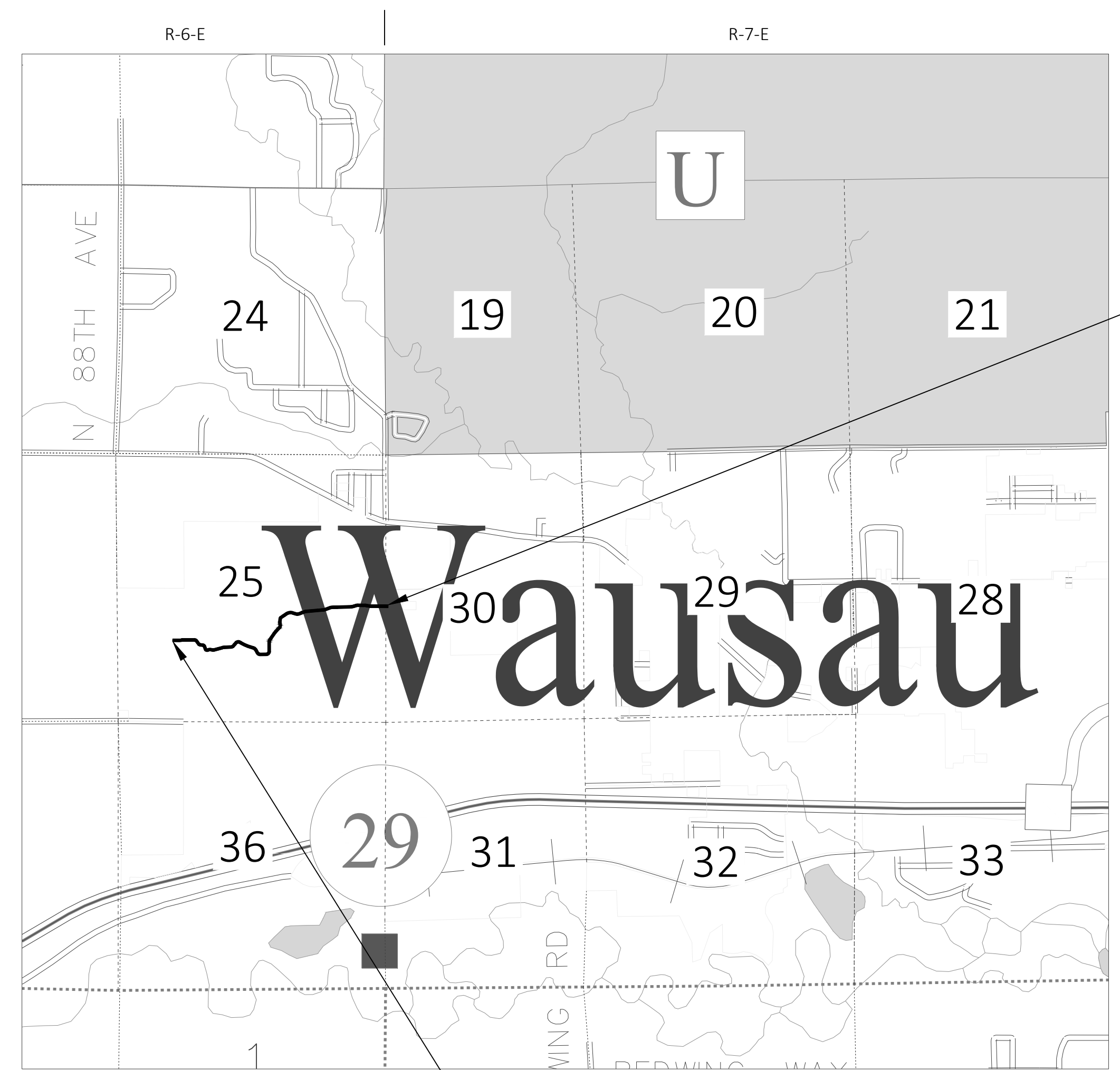
DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE CITY OF WAUSAU.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE DETAIL PAGES.

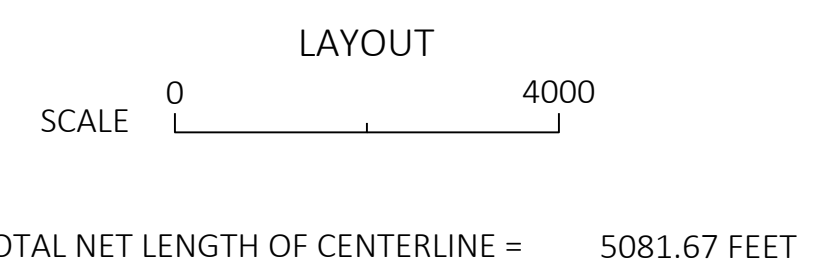


BEGIN RELOCATION ORDER
 STA. 10+00.00
 Y = 203,263.783
 X = 251,917.688

1608.85 FEET NORTH AND 1557.77 FEET WEST OF THE SOUTH QUARTER CORNER OF SECTION 25, T-29-N, R-6-E, CITY OF WAUSAU, MARATHON COUNTY, WI

END RELOCATION ORDER
 STA. 60+81.67
 Y = 203,936.126
 X = 256,164.911

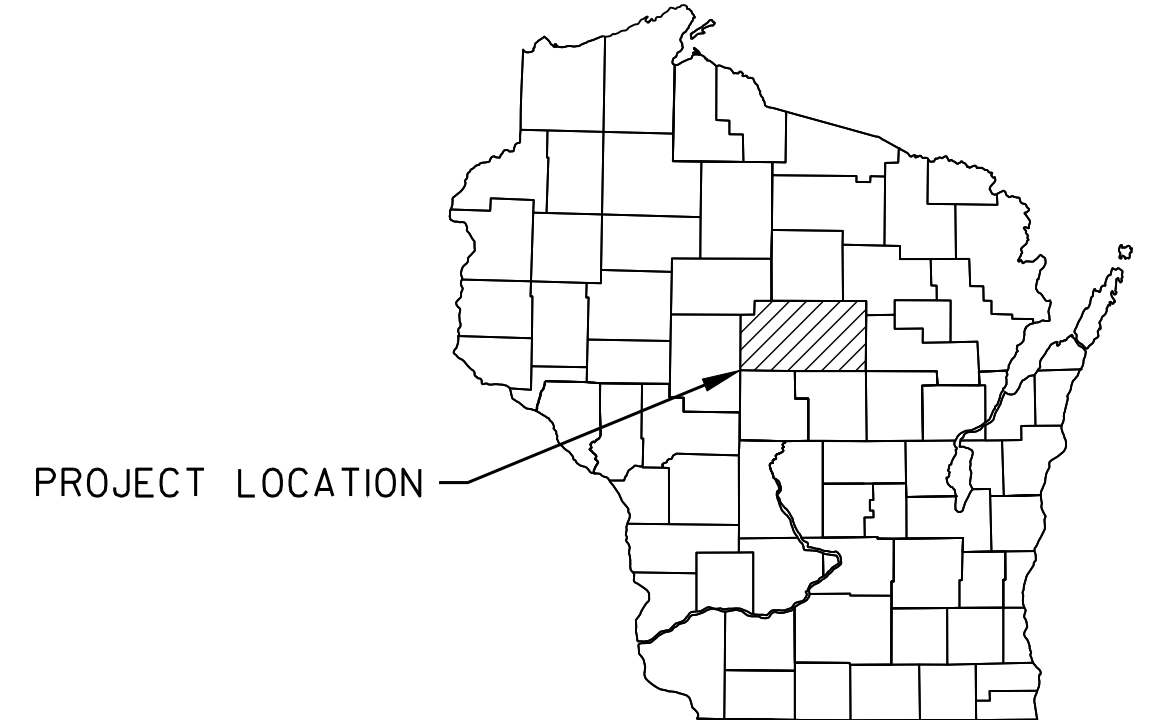
340.27 FEET SOUTH AND 43.03 FEET EAST OF THE EAST QUARTER CORNER OF SECTION 25, T-29-N, R-6-E, CITY OF WAUSAU, MARATHON COUNTY, WI



R/W PROJECT NUMBER 6999-18-81	SHEET NUMBER 1	TOTAL SHEETS 2
MSA PROJECT NUMBER 02013055		
PLAT OF RIGHT OF WAY REQUIRED FOR BUSINESS CAMPUS TRAIL E-W CONNECTOR S 84TH AVE TO S 72ND AVE		
BUSINESS CAMPUS TRAIL	MARATHON COUNTY	
CONSTRUCTION PROJECT NUMBER 6999-18-81		

MSA
 146 North Central Ave, Marshfield WI 54449
 (715) 384-2133

04/01/2025
 (DATE) (Professional Land Surveyor)



THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

REVISION DATE	CITY OF WAUSAU DEPARTMENT OF TRANSPORTATION
	APPROVED FOR THE DEPARTMENT
	DATE: _____ (Signature)

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"x24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

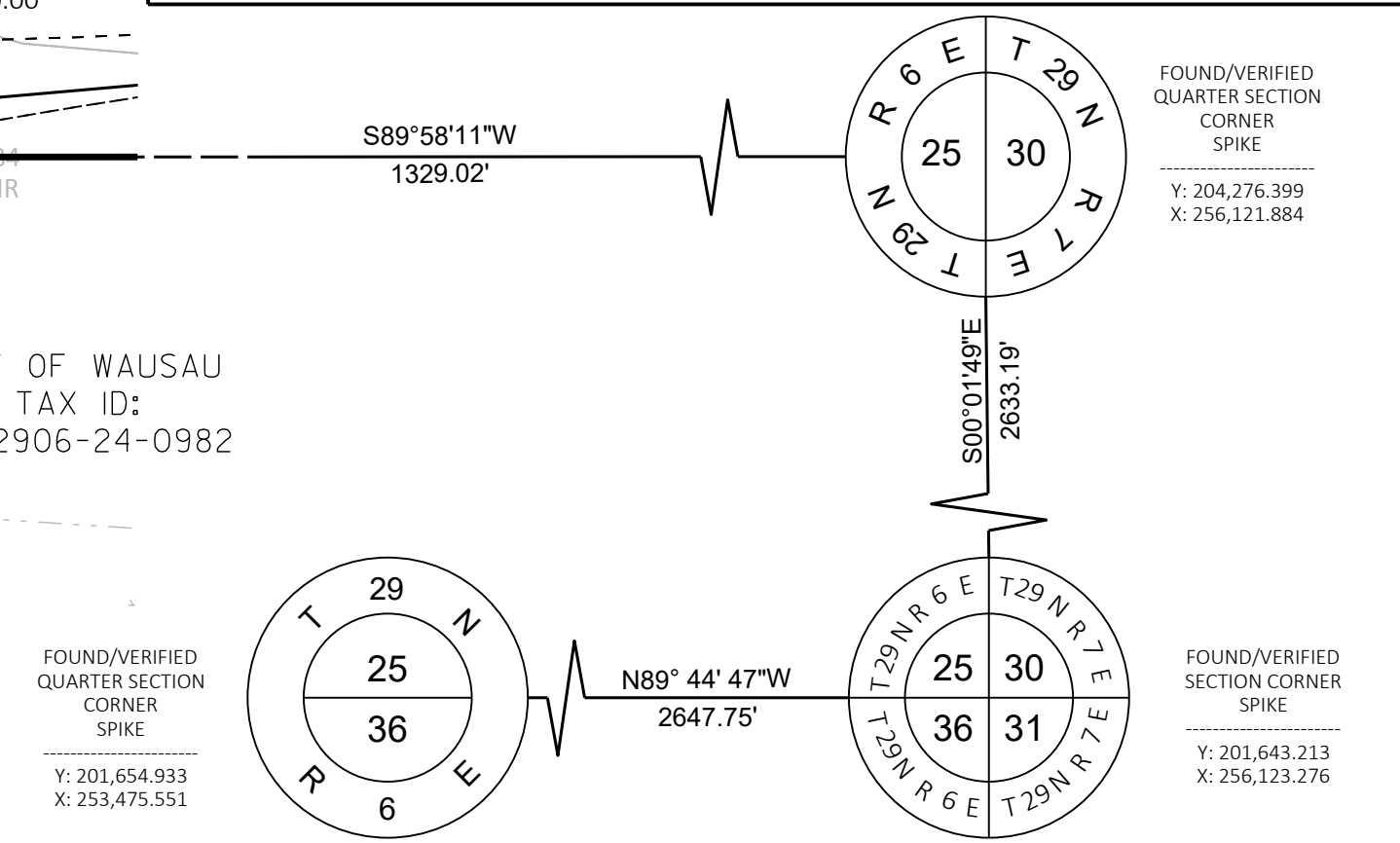
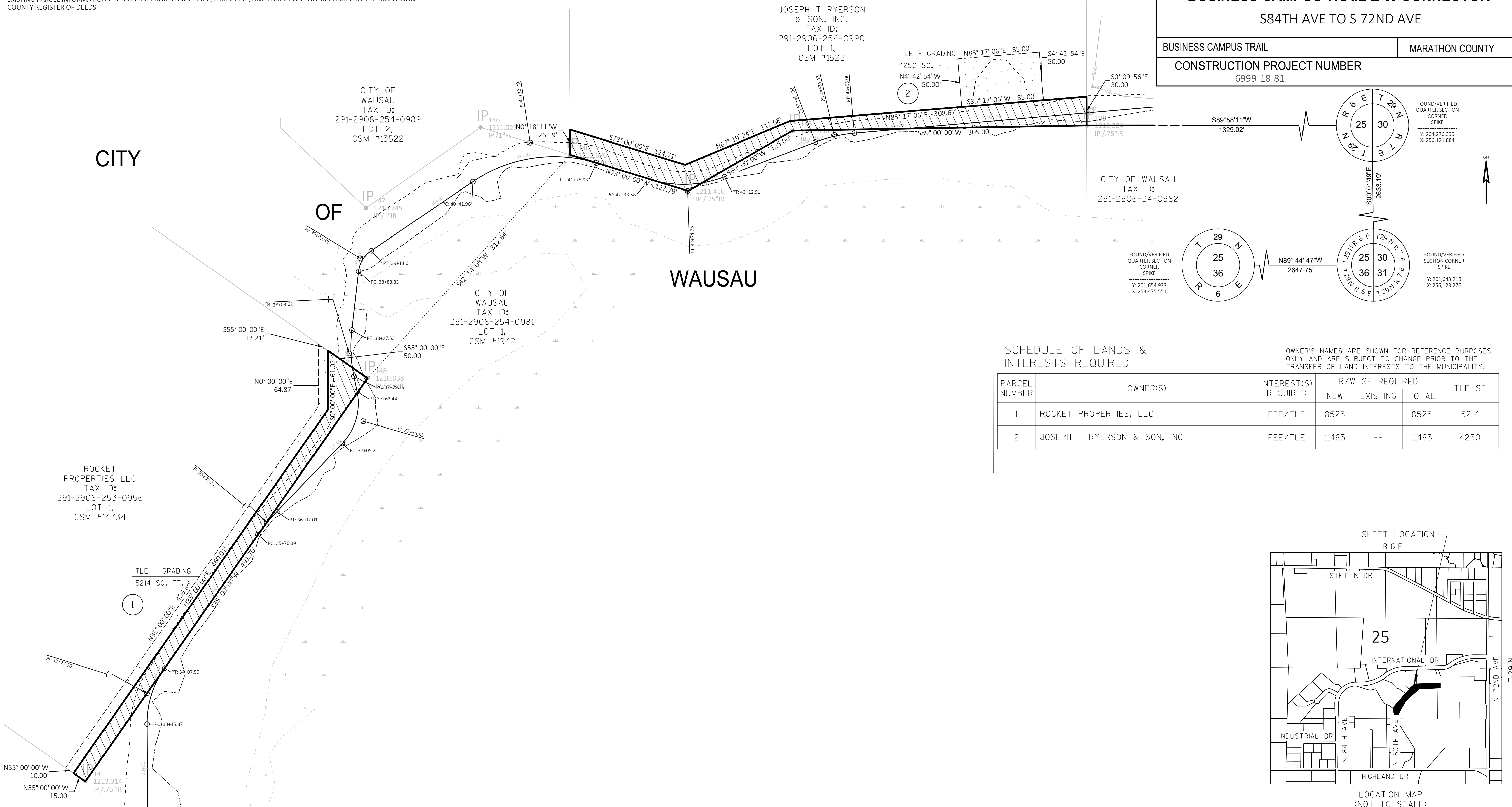
EXISTING RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:

EXISTING PARCEL INFORMATION ESTABLISHED FROM CSM #13522, CSM #1942, AND CSM #14734 ALL RECORDED IN THE MARATHON COUNTY REGISTER OF DEEDS.

R/W PROJECT NUMBER 6999-18-81	SHEET NUMBER 2	TOTAL SHEETS 2
MSA PROJECT NUMBER 02013055		
PLAT OF RIGHT OF WAY REQUIRED FOR BUSINESS CAMPUS TRAIL E-W CONNECTOR S84TH AVE TO S 72ND AVE		
BUSINESS CAMPUS TRAIL	MARATHON COUNTY	
CONSTRUCTION PROJECT NUMBER 6999-18-81		

4

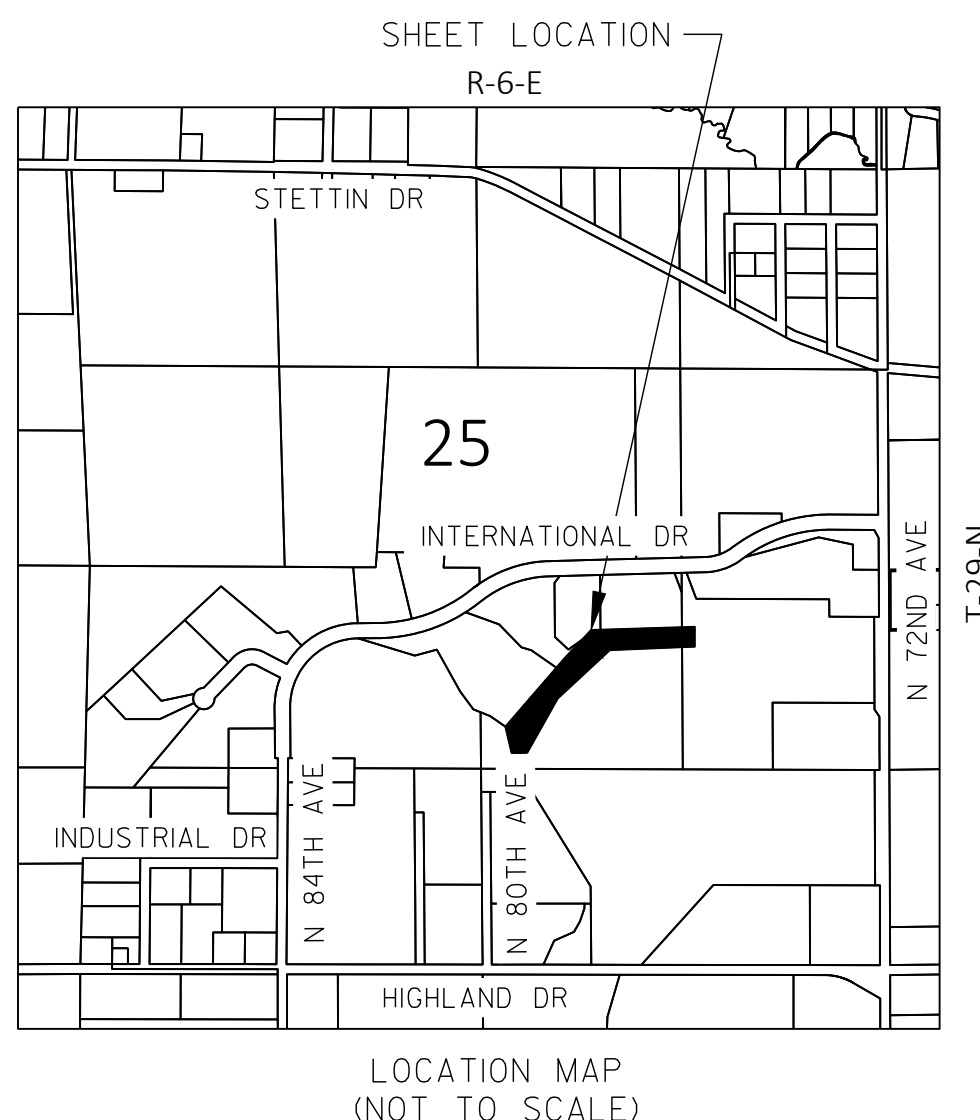
4



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE MUNICIPALITY.

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	EXISTING	TOTAL	
1	ROCKET PROPERTIES, LLC	FEE/TLE	8525	--	8525	5214
2	JOSEPH T RYERSON & SON, INC	FEE/TLE	11463	--	11463	4250



REVISION DATE	DATE	SCALE, FEET 0 50 100	HWY: BUSINESS CAMPUS TRAIL	STATE R/W PROJECT NUMBER 6999-18-81	PLAT SHEET 4. 01
	GRID FACTOR		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER 02013055	PS&E SHEET

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM

Discussion and possible action on adding pedestrian warnings on 17th Avenue at Garfield Avenue

BACKGROUND

A request has been made to install Rectangular Rapid Flashing Beacon (RRFB) at the pedestrian crossing of 17th Avenue and Garfield Avenue. Below is a summary of WisDOT guidance for installing warning beacons.

1. The location is an uncontrolled pedestrian crossing.
Condition met.
2. A minimum volume of 20 or more pedestrians during a single hour (any four consecutive 15-minute periods) of an average day should be met. Young (<12), elderly (>85) and disable pedestrians count 2 times toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is in a known tourist area.
*Pedestrian counts from 11/10/21 indicated peak rate of 10 pedestrians per hour.
Condition not met.*
3. A minimum vehicular volume of 1,500 vehicles per day.
*12,100 AADT per WisDOT
Condition met.*
4. Maximum of four lanes crossed, unless there is a raised median, in which case it can be six lanes.
Condition not met.
5. There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
*Nearest controlled pedestrian crossing is approximately 1,000 feet at Stewart Avenue.
Condition met.*
6. Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.
*Per FDM 11-10-5, Decision Sight Distance, Condition B – Stop on Urban Road, the 35 MPH stopping sight distance in 590 feet.
Condition met.*

FISCAL IMPACT

Pedestrian beacons approximate price is \$15,000 if installed by staff.

STAFF RECOMMENDATION

Staff supports installation of RRFBs.

Staff contact: TJ Niksich 715-261-6748

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM
Discussion and possible action on revision to the Developer’s Agreement with Green Tree Construction, Inc., for Green Tree Meadows Subdivision
BACKGROUND
The Developer’s Agreement for Green Tree Meadows was approved by I&F and Council in late 2024. The assumption by both parties when the agreement was signed was construction would begin in April/May of this year. However, due to lengthy discussions in permitting the site with the Wisconsin DNR, the permits have just recently been obtained. Now that the permits have been obtained, the developer will be working to close on the sale of the land. Due to the later than anticipated start, which will be more than likely mid to late summer, the developer has requested the completion date to pave the roadway of Phase 1A be revised from November of 2025 to November of 2026. This change in the Developer’s Agreement is in paragraph 12.
FISCAL IMPACT
None.
STAFF RECOMMENDATION
Engineering staff recommends approving the date change. The time to approve the permits with the WDNR was not anticipated by either the developer or the engineering staff.
Staff contact: Allen Wesolowski 715-261-6762

AGREEMENT

Document No.

Document Title

AGREEMENT BETWEEN THE CITY OF WAUSAU, THE WAUSAU WATER WORKS, AND GREEN TREE CONSTRUCTION, INC.

THIS AGREEMENT made this ____ day of _____, 2024, by and between the City of Wausau, hereinafter referred to as "CITY," the Wausau Water Works, hereinafter referred to as "UTILITY," and Green Tree Construction, Inc., hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns land within the city limits of the City of Wausau, which land OWNER wishes to develop into a real estate subdivision, hereinafter referred to as Green Tree Meadows; and

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Attached hereto and incorporated herein by reference and made a part of this agreement is a copy of the Green Tree Meadows plat. Also attached to this agreement is the Overall Site-Phase Plan: which is also part of this agreement.
2. Design, OWNER shall be responsible for field survey and design of all infrastructure including but not limited to sanitary sewer, watermain, storm sewer, stormwater management facilities, curb, gutter and pavement. The OWNER shall not start any construction until final plans have been approved by the CITY and all permits have been obtained from the WDNR for sanitary sewer and water main extensions.
3. Inspection Services/Construction Staking. CITY shall provide construction inspection services for sanitary sewer main, water main, curb, gutter and pavement, sidewalk and storm sewer, and storm water management facilities. The CITY will not bill the OWNER for these services. The OWNER will hire an Engineer/Surveyor to do the construction staking in accordance with the approved plans. The OWNER shall be responsible for all costs associated with construction staking.
4. Construction Materials Testing. Owner shall be responsible for construction testing, this testing shall include but not be limited to subgrade density testing, base course density testing, concrete testing, asphalt density testing. The engineering testing firm shall be approved by the City. The City's construction inspector shall direct the appropriate construction materials testing. All testing results shall be reported to the City. All costs associated with this testing shall be paid by the OWNER.
5. Sanitary Sewer. Owner shall install, at its sole expense, all sanitary sewer mains and sanitary laterals as shown on the approved design plans to serve the development. Once installation is complete and sanitary sewer is approved by the

Recording Area

Name and Return Address

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

City, Utility shall assume ownership and maintenance responsibility of the sanitary sewer main. The sanitary sewer laterals shall remain owned and maintained by the owners of the lots.

All lots shall be provided with sewer lift station services. Each lot will be charged a one-time \$200 lift station fee as shown in Addendum A. Lift station fees can be paid at signing of this agreement or upon transfer of title or issuance of building permit.

6. Water Main. Owner shall install, at its sole expense, all water main and water main laterals as shown on the approved design plans for this development. Once installation is complete and water main is approved by the City, Utility shall assume ownership and maintenance responsibility of the water main. The Utility shall own the water service up to the curb stop, the owner of the lots shall own the water service from the curb stop to the home.
7. Stormwater Facilities. OWNER shall supply and install storm sewer pipe, inlets, ditches and detention facilities and appurtenances as shown on the engineering plans and as approved by the CITY. The City will own and maintain the storm water system after final acceptance by the City. The owner shall be responsible for maintenance of the storm water facilities until final acceptance by the City.
8. Easements. OWNER shall dedicate or cause to be dedicated all easements required to construct all utilities needed to serve the development prior to the signing of the final plat.
9. Permits. OWNER shall obtain all permits required by CITY, Department of Natural Resources, Army Corp of Engineers, or any other governmental agency prior to performing any work.
10. Parkland Fees. OWNER agrees to pay \$400 per lot, as and for a parkland dedication fee for the Green Tree Meadows Plat. The parkland dedication fee shall be made in a lump sum prior to the recording of a final plat or certified survey map. As an alternative, the developer may pay 50 percent of the total amount and file an agreement and performance bond, with a two-year limit for the unpaid balance, with the City Clerk. See WMC 21.16.085(b)(7).
11. Street Lighting. Owner shall install street lighting in accordance with the attached Street lighting location map. The street lights shall be at a minimum, standard WPS installed street lights. The developer shall be responsible for all costs associated with the installation of the street lights. The City shall be responsible for all future usage charges from WPS.
12. Street Improvements. OWNER shall install base course, curb and gutter, permanent asphalt street surface, sidewalk, and temporary cul-de-sac in accordance with the plans and specifications as approved by the CITY. OWNER shall install 6-inch thick concrete drive approaches to lots with established driveways at time of curb and gutter installation. Owner shall have final asphalt layer in place on Phase 1 and Phase 1A by November 1, ~~2025~~2026. ~~Phase I shall have final asphalt layer by November 1, 2026.~~

The owner agrees to the following phasing plan for construction, in accordance with the attached Overall Site-Phasing plan. The street improvements for Phase 1 and Phase 1A can be under construction at the same time. The street improvements for Phase 2 and Phase 3 must be completed prior to any lots being developed in Phases 4, 5 and 6.

13. Tree Preservation and Tree Planting. OWNER shall be responsible for following the guidelines established in the City of Wausau's Tree Planting and Preservation Manual for all tree protection and tree planting. CITY will provide inspection of tree protection and tree plantings. CITY must approve tree removal prior to the removal of any trees. OWNER is responsible for tree replacement at 1" caliper to 1" dbh for any heritage tree identified as saving that are approved for removal. Replacement trees must be nursery stock of 1 ½" to 2" caliper, must be planted within the city right-of-ways and OWNER is to warranty trees for two years. Planting plan and species to be approved by the CITY prior to planting.

14. Waiver of Notice. OWNER, for itself, its successors and assigns, waives any notice and statutory procedures required under Chapter 66 of the Wisconsin Statutes and/or any successor statute, and under CITY ordinances, and any other requirements under the law regarding special assessments and/or impact fees, and OWNER, for itself, its successors and assigns, agrees that the fees established by CITY and as outlined in this agreement shall be placed as a lien on each individual lot, without notice and without further action.

SIGNATURES FOLLOW ON NEXT PAGE

CITY OF WAUSAU

Green Tree Construction, Inc.

BY _____
Doug Diny, Mayor

BY _____

BY _____
Kaitlyn A. Bernarde, Clerk

BY _____

WAUSAU WATER WORKS

BY _____
Doug Diny, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2024, the above named Doug Diny, Mayor, and Kaitlyn Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

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

Curve Table						
Curve #	Radius	Arc Length	Central Angle	Chord	Tangent Bearing Start	Tangent Bearing End
C1	70.00'	91.20'	74°39'54"	N51°48'20"E 84.89'	N14°28'53"E	N89°07'47"E
C2	970.00'	135.45'	8°00'02"	S86°42'39"E 135.34'	N89°17'20"E	S82°42'38"E
LOT 3	970.00'	105.80'	6°14'58"	S87°35'11"E 105.75'		
LOT 4	970.00'	29.65'	1°45'04"	S83°35'10"E 29.64'		
C5	530.00'	74.01'	8°00'02"	S86°42'39"E 73.95'	S82°42'38"E	N89°17'20"E
C6	70.00'	110.16'	90°10'10"	S45°37'35"E 99.14'	N89°17'20"E	S0°32'30"E
C7	25.00'	39.22'	89°38'05"	S44°21'29"W 35.32'	S0°43'11"E	S89°10'34"W
C8	25.00'	44.12'	101°06'50"	N40°16'03"W 38.61'	S89°10'32"W	N10°17'22"E
C9	970.00'	81.15'	4°47'36"	N12°41'10"E 81.13'	N10°17'22"E	N15°04'58"E
C10	25.00'	35.19'	80°38'58"	N48°51'03"E 32.36'	N8°31'34"E	N89°10'32"E
C11	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	N89°10'32"E	S0°27'33"E
C12	25.00'	39.11'	89°38'05"	S44°21'29"W 35.24'	S0°27'33"E	S89°10'32"W
C13	25.00'	39.81'	91°14'30"	N45°12'13"W 35.74'	S89°10'32"W	N0°25'02"E
C14	470.00'	66.52'	8°06'32"	N4°28'18"E 66.46'	N0°25'02"E	N8°31'34"E
C15	25.00'	33.90'	77°41'31"	N50°19'47"E 31.36'	N11°29'01"E	N89°10'32"E
C16	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	N89°10'32"E	S0°27'33"E
C17	25.00'	39.11'	89°38'05"	S44°21'29"W 35.24'	S0°27'33"E	S89°10'32"W
C18	25.00'	43.60'	99°55'56"	N40°51'30"W 38.28'	S89°10'32"W	N9°06'28"E
C19	970.00'	56.54'	3°20'23"	N10°46'40"E 56.53'	N9°06'28"E	N12°26'51"E
C20	54.00'	26.24'	27°50'45"	S13°05'55"W 25.99'	S27°01'18"W	S0°49'28"E
C21	80.00'	38.88'	27°50'45"	S13°05'55"W 38.50'	S0°49'28"E	S27°01'18"W
C22	180.00'	41.00'	13°03'03"	S82°39'01"W 40.91'	S76°07'29"W	S89°10'32"W
C23	100.00'	22.78'	13°03'03"	N82°39'01"E 22.73'	N76°07'29"E	N89°10'32"E
LOT 48	100.00'	19.46'	11°08'57"	S81°41'58"W 19.43'		
LOT 49	100.00'	3.32'	1°54'06"	S88°13'29"W 3.32'		
C26	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	S0°27'33"E	N89°10'32"E
C27	130.00'	204.77'	90°15'07"	S45°35'07"E 184.25'	N89°17'20"E	S0°27'33"E
LOT 72	130.00'	28.03'	12°21'07"	S6°38'07"E 27.97'		
LOT 73	130.00'	74.94'	33°01'48"	S29°19'35"E 73.91'		
LOT 74	130.00'	74.94'	33°01'48"	S62°21'23"E 73.91'		
LOT 75	130.00'	26.86'	11°50'23"	S84°47'29"E 26.82'		
C32	470.00'	65.63'	8°00'02"	S86°42'39"E 65.58'	S82°42'38"E	N89°17'20"E
LOT 75	470.00'	7.63'	0°55'49"	N89°45'15"E 7.63'		
LOT 76	470.00'	58.00'	7°04'13"	S86°14'44"E 57.96'		
C35	1030.00'	143.83'	8°00'02"	S86°42'39"E 143.71'	N89°17'20"E	S82°42'38"E
LOT 76	1030.00'	27.39'	1°31'24"	S83°28'20"E 27.39'		
LOT 77	1030.00'	90.25'	5°01'12"	S86°44'38"E 90.22'		
LOT 78	1030.00'	26.19'	1°27'25"	S89°58'57"E 26.19'		
C39	130.00'	169.73'	74°48'26"	N51°53'07"E 157.93'	N14°28'54"E	N89°17'20"E
LOT 80	130.00'	21.39'	9°25'35"	N84°34'33"E 21.36'		
LOT 81	130.00'	75.40'	33°13'52"	N63°14'49"E 74.35'		
LOT 82	130.00'	72.95'	32°08'59"	N30°33'23"E 71.99'		
C43	1030.00'	117.87'	6°33'25"	N11°48'16"E 117.81'	N8°31'34"E	N15°04'58"E
LOT 84	1030.00'	39.83'	2°12'57"	N13°58'30"E 39.83'		
LOT 85	1030.00'	78.04'	4°20'28"	N10°41'47"E 78.02'		
C46	530.00'	75.01'	8°06'32"	N42°18'18"E 74.95'	N0°25'02"E	N8°31'34"E
LOT 88	530.00'	33.17'	3°35'08"	N6°44'00"E 33.16'		
LOT 89	530.00'	41.84'	4°31'24"	N2°40'44"E 41.83'		
C49	470.00'	98.69'	12°01'49"	N62°56'58"E 98.50'	N12°26'51"E	N0°25'02"E
LOT 89	470.00'	6.44'	0°47'06"	N0°48'35"E 6.44'		
LOT 90	470.00'	80.54'	9°49'04"	N6°06'40"E 80.44'		
LOT 91	470.00'	11.71'	1°25'39"	N11°44'02"E 11.71'		
C53	1161.18'	79.48'	3°55'18"	N10°22'26"E 79.46'	N8°24'48"E	N12°20'05"E
C54	25.00'	34.56'	79°12'10"	N49°05'23"E 31.87'	N88°41'28"E	N9°29'18"E
C55	160.00'	35.09'	12°33'55"	N82°24'25"E 35.02'	N76°07'28"E	N88°41'22"E
C56	120.00'	27.33'	13°03'03"	N82°39'01"E 27.27'	N89°10'32"E	N76°07'29"E
C57	70.00'	79.37'	64°58'09"	S58°20'23"E 75.19'	S25°51'19"E	N89°10'32"E
C58	100.00'	117.05'	6°03'56"	S74°03'39"W 110.48'	S41°12'37"W	S25°51'19"E
LOT 95	100.00'	27.94'	16°00'23"	S17°51'07"E 27.85'		
LOT 96	100.00'	89.12'	51°03'33"	S15°40'51"W 86.20'		
C61	160.00'	114.72'	41°04'56"	S20°40'09"W 112.28'	S0°07'41"W	S41°12'37"W
LOT 97	160.00'	76.69'	27°27'47"	S27°28'44"W 75.96'		
LOT 98	160.00'	38.03'	13°37'09"	S6°56'16"W 37.94'		
C64	360.00'	214.49'	34°08'16"	S16°56'27"E 211.34'	S34°00'35"E	S0°07'41"W
LOT 99	360.00'	55.27'	8°47'48"	S4°16'13"E 55.22'		
LOT 100	360.00'	82.37'	13°06'34"	S15°13'24"E 82.19'		
LOT 101	360.00'	76.85'	12°13'54"	S27°53'38"E 76.71'		
C68	470.00'	123.73'	15°05'00"	S26°28'05"E 123.37'	S18°55'36"E	S34°00'35"E
LOT 101	470.00'	5.51'	0°40'20"	S33°40'25"E 5.51'		
LOT 102	470.00'	82.37'	10°02'30"	S28°19'00"E 82.27'		
C71	80.00'	96.49'	69°06'19"	S56°09'30"E 90.75'	N89°17'20"E	S21°36'21"E
LOT 105	80.00'	26.49'	18°58'23"	S31°05'32"E 26.37'		
LOT 106	80.00'	70.00'	50°07'56"	S65°38'42"E 67.79'		
C74	20.00'	24.12'	69°06'19"	S56°09'30"E 22.69'	N89°17'20"E	S21°36'21"E
C75	130.00'	70.48'	31°03'52"	S55°32'29"W 69.62'	S71°04'24"W	S40°00'33"W
C76	60.00'	94.24'	89°59'30"	S55°00'48"W 84.85'	N79°59'27"W	S10°01'03"W
C77	60.00'	62.84'	60°00'30"	S19°59'12"E 60.01'	S10°01'03"W	S49°59'27"E
C78	60.00'	61.16'	58°24'15"	S79°11'35"E 58.55'	S49°59'27"E	N71°36'18"E
C79	60.00'	95.92'	91°35'45"	N25°48'25"E 86.03'	N71°36'18"E	N19°59'27"W
C80	70.00'	37.95'	31°03'52"	S55°32'29"W 37.49'	S71°04'24"W	S40°00'33"W
C81	530.00'	109.51'	11°50'18"	S28°05'26"E 109.31'	S22°10'17"E	S34°00'35"E

Curve Table						
Curve #	Radius	Arc Length	Central Angle	Chord	Tangent Bearing Start	Tangent Bearing End
C82	300.00'	178.75'	34°08'16"	S16°56'27"E 176.11'	S34°00'35"E	S0°07'41"W
LOT 127	300.00'	28.96'	5°31'52"	S31°14'39"E 28.95'		
LOT 128	300.00'	149.78'	28°36'25"	S14°10'31"E 148.23'		
C85	100.00'	71.70'	41°04'56"	S20°40'09"W 70.18'	S0°07'41"W	S41°12'37"W
C86	160.00'	187.28'	67°03'56"	S74°03'39"W 176.77'	S41°12'37"W	S25°51'19"E
LOT 130	160.00'	70.64'	25°17'46"	S28°33'44"W 70.07'		
LOT 131	160.00'	93.38'	33°26'17"	S0°48'17"E 92.06'		
LOT 146	160.00'	23.27'	8°19'53"	S21°41'22"E 23.25'		
C90	160.00'	95.62'	34°14'32"	S33°16'00"E 94.21'	S50°23'16"E	S16°08'44"E
LOT 133	160.00'	65.75'	23°32'41"	N27°55'05"W 65.29'		
LOT 134	160.00'	29.87'	10°41'51"	N45°02'21"W 29.83'		
C93	160.00'	110.70'	39°38'33"	S70°12'33"E 108.51'	N89°58'10"E	S50°23'16"E
LOT 135	160.00'	83.06'	29°44'34"	N65°15'33"W 82.13'		
LOT 136	160.00'	27.65'	9°54'00"	N85°04'50"W 27.61'		
C96	100.00'	69.19'	39°38'33"	S70°12'33"E 1191.53'	N89°58'10"E	S50°23'16"E
C97	100.00'	59.76'	34°14'32"	S33°16'00"E 58.88'	S50°23'16"E	S16°08'44"E
C98	25.00'	21.68'	49°40'47"	S8°41'40"W 21.00'	S16°08'44"E	S33°32'03"W
C99	60.00'	40.69'	38°51'09"	S14°06'29"W 39.91'	S33°32'03"W	S5°19'06"E
C100	60.00'	68.69'	65°35'40"	S38°06'55"E 65.00'	S5°19'06"E	S70°54'45"E
C101	60.00'	68.69'	65°35'40"	N76°17'25"E 65.00'	S70°54'45"E	N43°29'35"E
C102	60.00'	68.69'	65°35'40"	N10°41'45"E 65.00'	N43°29'35"E	N22°06'04"W
C103	60.00'	45.79'	43°43'27"	N43°57'48"W 44.68'	N22°06'04"W	N65°49'31"W
C104	25.00'	21.68'	49°40'47"	N40°59'08"W 21.00'	N65°49'31"W	N16°08'44"W
C105	130.00'	147.41'	64°58'09"	S58°20'23"E 139.64'	S25°51'19"E	N89°10'32"E
LOT 147	130.00'	75.77'	33°23'37"	S42°33'07"E 74.70'		
LOT 148	130.00'	71.64'	31°34'33"	S75°02'12"E 70.74'		
C108	20.00'	9.72'	27°50'45"	S13°05'55"W 9.62'	S0°49'28"E	S27°01'18"W
C109	114.00'	55.40'	27°50'45"	S13°05'55"W 54.86'	S27°01'18"W	S0°49'28"E

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY, THAT I HAVE SURVEYED, MAPPED AND DIVIDED THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF CERTIFIED SURVEY MAP NUMBER 1941 AND ALL LOT 1 OF CERTIFIED SURVEY MAP NUMBER 19904 AS DOCUMENT NUMBER 1904802, LOCATED IN THE SOUTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN AND THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE N 89°17'20" E ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 33.00 FEET TO THE EAST LINE OF 72ND AVENUE AND TO THE POINT OF BEGINNING; THENCE S 0°01'56" E ALONG THE EAST LINE OF 72ND AVENUE 400.33 FEET; THENCE N 89°25'55" E ALONG THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2844 565.26 FEET; THENCE N 0°01'58" W ALONG THE EAST LINE OF SAID LOT 1 165.00 FEET; THENCE S 89°25'55" W ALONG THE NORTH LINE OF SAID LOT 1 264.00 FEET; THENCE S 0°01'58" E ALONG THE WEST LINE OF SAID LOT 1 165.00 FEET; THENCE S 89°25'55" W 301.26 FEET TO THE EAST LINE OF 72ND AVENUE; THENCE N 0°01'56" W ALONG THE EAST LINE OF 72ND AVENUE 400.33 FEET; THENCE N 89°17'20" E ALONG THE EAST - WEST 1/4 LINE 2541.19 FEET; THENCE S 0°27'33" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 1316.26 FEET; THENCE S 89°10'32" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 1308.35 FEET; THENCE S 89°23'47" W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 677.38 FEET; THENCE S 0°01'58" W ALONG THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 19904 418.11 FEET; THENCE S 89°23'47" W ALONG THE SOUTH LINE OF SAID LOT 1 565.27 FEET TO THE EAST LINE OF 72ND AVENUE; THENCE N 0°01'56" W ALONG THE EAST LINE OF 72ND AVENUE 1734.70 FEET TO THE POINT OF BEGINNING, SUBJECT TO ALL EASEMENTS RESTRICTIONS AND RIGHTS OF WAYS OF RECORD OR USAGE. THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT AT THE DIRECTION OF THOMAS JOSEPH UMLAUF OF GREEN TREE CONSTRUCTION INC., OWNER OF THE LANDS. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

TIMOTHY G. VREELAND P.L.S. 2291 DATED THIS 3RD DAY OF SEPTEMBER, 2024
 SURVEY PERFORMED SEPTEMBER 18TH, 2024

COMMON COUNCIL RESOLUTION

RESOLVED THAT THE PLAT OF GREEN TREE MEADOWS, A PLAT IN THE CITY OF WAUSAU, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU. GREEN TREE CONSTRUCTION INC., THOMAS JOSEPH UMLAUF, OWNER OF THE LANDS.

DATE APPROVED _____ MAYOR KATIE ROSENBERG

DATE SIGNED _____ MAYOR KATIE ROSENBERG

CITY CLERK,

I, KAITLYN BERNARDE, CLERK OF THE CITY OF WAUSAU, DO HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU.

KAITLYN BERNARDE

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

REGISTER OF DEEDS
 MARATHON COUNTY, WI

 RECEIVED FOR RECORD THIS _____
 DAY OF _____ A.D. 20____
 AT _____ O'CLOCK _____ M. IN PLAT
 CABINET NO. _____ ON PAGE _____

DOCUMENT NO. _____

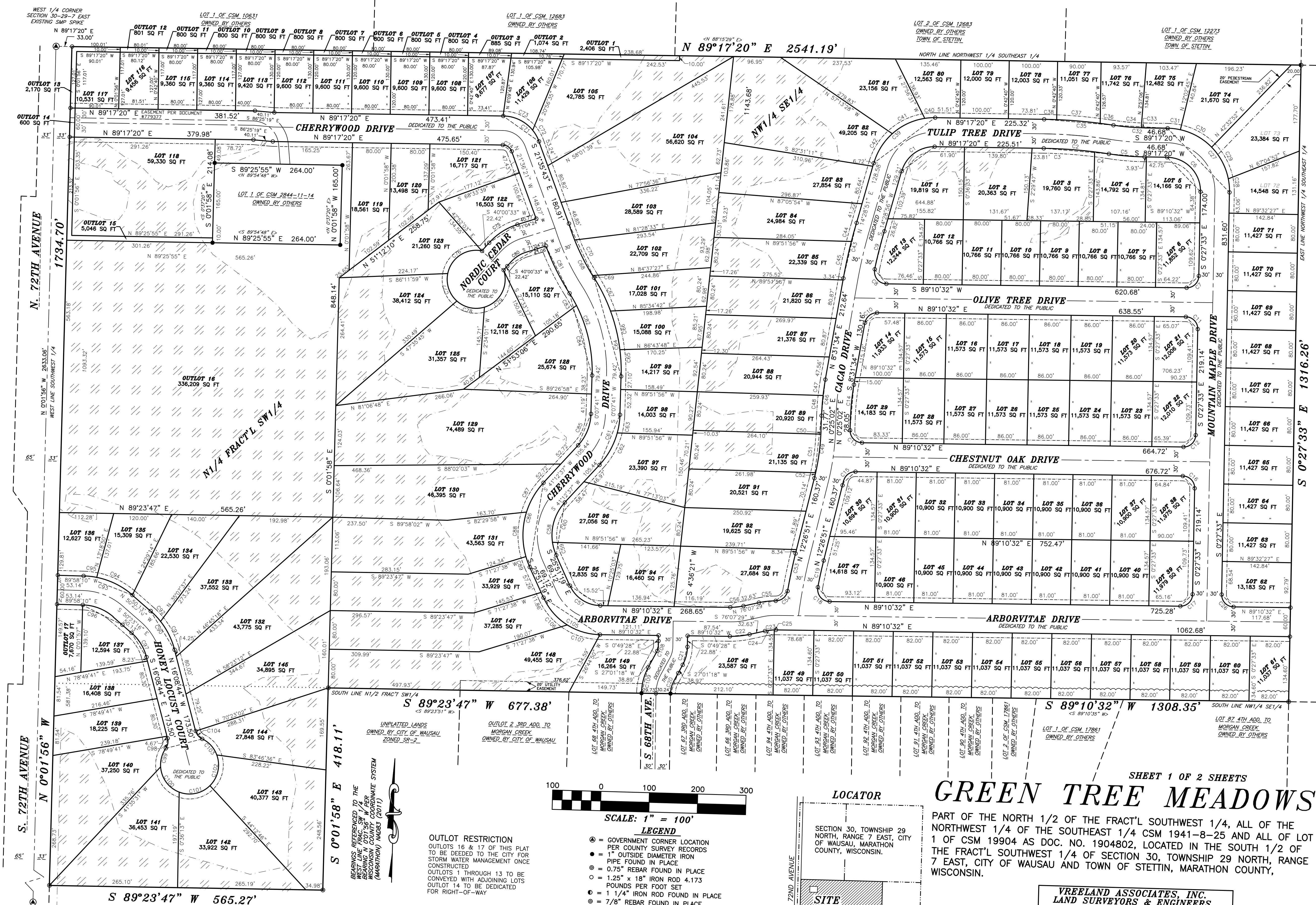
REGISTRAR

GREEN TREE MEADOWS

PART OF THE NORTH 1/2 OF THE FRACT'L SOUTHWEST 1/4, ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 CSM 1941-8-25 AND ALL OF LOT 1 OF CSM 19904 AS DOC. NO. 1904802, LOCATED IN THE SOUTH 1/2 OF THE FRACT'L SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU AND TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

VREELAND ASSOCIATES, INC. LAND SURVEYORS & ENGINEERS	
6103 DAWN STREET WESTON, WI. 54476 PH (715) 241-0947 tim@vreelandassociates.us	
PREPARED FOR: GREEN TREE CONSTRUCTION	
FILE #:23-0360 TIM	
DRAFTED BY: TIMOTHY G. VREELAND	
DRAWN BY: DUSTIN M. VREELAND	

SHEET 2 OF 2 SHEETS



SOUTHWEST CORNER SECTION 30-29-7 EAST EXISTING SMP SPIKE

WEST 1/4 CORNER SECTION 30-29-7 EAST EXISTING SMP SPIKE

WEST 1/4 CORNER SECTION 30-29-7 EAST EXISTING SMP SPIKE

S 89°23'47" W 565.27'

S 89°23'47" W 677.38'

S 0°01'58" E 418.11'

S 89°10'32" W 1308.35'

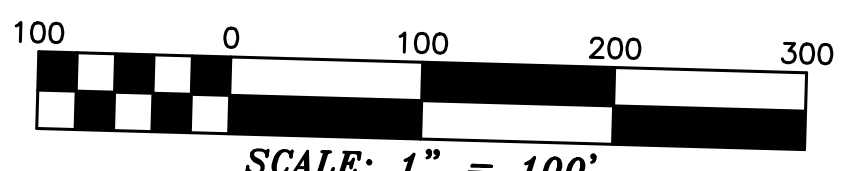
S 0°27'33" E 1316.26'

S 89°23'47" W 677.38'

S 89°10'32" W 1308.35'

S 89°23'47" W 565.27'

S 1/4 FRACT'L SW 1/4



SCALE: 1" = 100'

- LEGEND**
- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
 - = 1" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
 - = 0.75" REBAR FOUND IN PLACE
 - = 1.25" x 18" IRON ROD 4.173 POUNDS PER FOOT SET
 - = 1 1/4" IRON ROD FOUND IN PLACE
 - = 7/8" REBAR FOUND IN PLACE
 - = CSM = CERTIFIED SURVEY MAP
 - < > = PREVIOUSLY RECORDED AS
 - = 10' UTILITY EASEMENT
 - = 20' TREE PRESERVATION EASEMENT
 - = ALL OTHER LOT CORNERS 3/4" x 24" REBAR 1.502 POUNDS PER FOOT SET

OUTLOT RESTRICTION

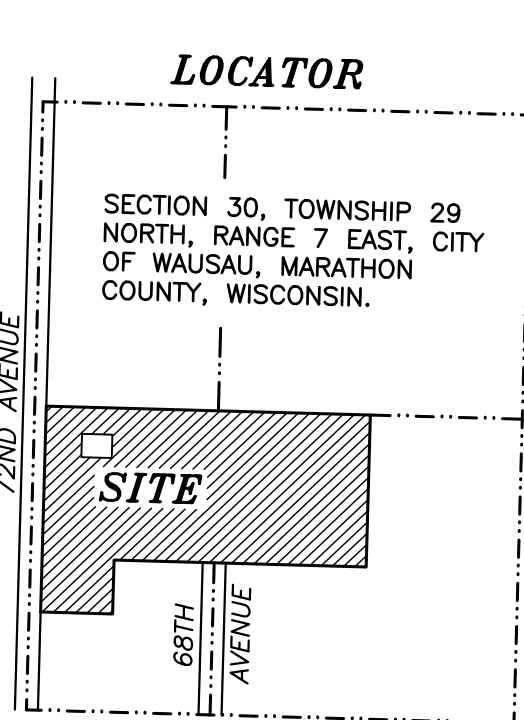
OUTLOTS 16 & 17 OF THIS PLAT TO BE DEED TO THE CITY FOR STORM WATER MANAGEMENT ONCE CONSTRUCTED.

OUTLOTS 1 THROUGH 13 TO BE CONVEYED WITH ADJOINING LOTS.

OUTLOT 14 TO BE DEDICATED FOR RIGHT-OF-WAY.

WETLANDS SHOWN HEREON DELINEATED BY STAR ENVIRONMENTAL.

NOTE: LOTS AND OUTLOTS ON 72ND AVENUE HAVE NO DIRECT VEHICULAR ACCESS TO 72ND AVENUE.



GREEN TREE MEADOWS

PART OF THE NORTH 1/2 OF THE FRACT'L SOUTHWEST 1/4, ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 CSM 1941-8-25 AND ALL OF LOT 1 OF CSM 19904 AS DOC. NO. 1904802, LOCATED IN THE SOUTH 1/2 OF THE FRACT'L SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU AND TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

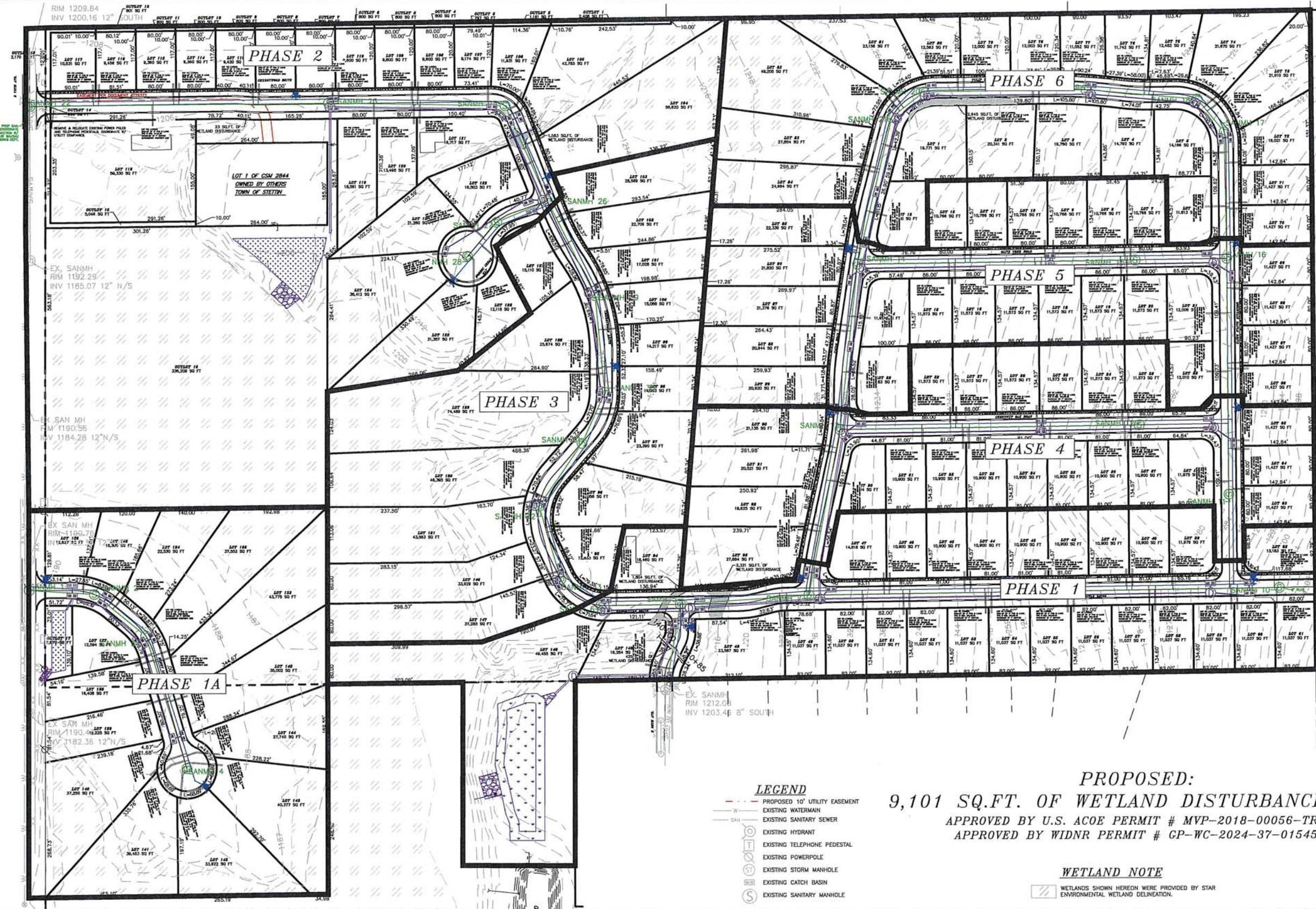
VRELAND ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
 6103 DAWN STREET WESTON, WI. 54476
 PH (715) 241-0947 tim@vrelandassociates.us

PREPARED FOR:
GREEN TREE CONSTRUCTION

FILE #23-0360 TIM
 DRAFTED BY: TIMOTHY G. VRELAND
 DRAWN BY: DUSTIN M. VRELAND

SHEET 1 OF 2 SHEETS

UNPLATTED LANDS OWNED BY SITE INVESTMENTS, LLC ZONED SR-2



PROPOSED:
 9,101 SQ.FT. OF WETLAND DISTURBANCE/FILL
 APPROVED BY U.S. ACOE PERMIT # MVP-2018-00056-TRS
 APPROVED BY WIDNR PERMIT # GP-WC-2024-37-01545

WETLAND NOTE
 WETLANDS SHOWN HEREON WERE PROVIDED BY STAR ENVIRONMENTAL WETLAND DELINEATION.

- LEGEND**
- - - PROPOSED 10' UTILITY EASEMENT
 - - - EXISTING WATERMAIN
 - - - EXISTING SANITARY SEWER
 - - - EXISTING HYDRANT
 - - - EXISTING TELEPHONE PEDESTAL
 - - - EXISTING POWERPOLE
 - - - EXISTING STORM MANHOLE
 - - - EXISTING CATCH BASIN
 - - - EXISTING SANITARY MANHOLE

BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)

SCALE NOTE:
 IF YOU ARE VIEWING THESE PLANS IN AN 11"x17" SIZE THEY MAY BE HALF SCALE FROM THE ORIGINAL 22"x34" SIZE DRAWING AND THE DRAWING SCALE IS HALF OF THAT STATED. CHECK SCALE.

REVISIONS		
BY	DATE	DESCRIPTION

TITLE PAGE:
OVERALL SITE - PHASE PLAN

PROJECT: GREEN TREE MEADOWS

LOCATION: CITY OF WAUSAU
 MARATHON COUNTY, WISCONSIN



VREELAND ASSOCIATES LAND SURVEYORS & ENGINEERS
 6103 DAWN STREET WESTON, WI. 54476
 PHONE NO.: (715) 241-0947
 EMAIL: dustin@vreelandassociates.us
 WEBSITE: www.vreelandlandsurveying.com
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PREPARED FOR:
GREEN TREE CONSTRUCTION

PLAN DATE:
JUNE 25TH, 2024

DESIGNER: DUSTIN VREELAND
SURVEYED BY: CB & TV
FILE NO.: 23-0360 ENGINEERING
DATE: SEPTEMBER 20TH, 2023
SCALE: 1" = 100'
SHEET: C4

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM

Discussion and possible action on addition of 2nd Street from Forest Street to Division Street and Division Street from 2nd Street east to the dead end to proposed 2026 Street Reconstruction Projects

BACKGROUND

Engineering is proposing to reconstruct S. 2nd Street and Division Street as part of the Street Reconstruction in 2026. (See attached map) This would be in addition to the streets proposed at the last I&F meeting. The request to reconstruct the street came from the owner of 201 Forest Street. The current building is currently being renovated and is to open as a bakery. The current street is in very poor condition as well as the sidewalk. The proposal would be to reconstruct the street with new curb and gutter and sidewalk. The funding for the street would be TID 12. The funding would need to be approved in a TID amendment.

FISCAL IMPACT

Roadway: \$120,000
Storm: \$75,000
Sewer: \$60,000
Water: \$40,000

STAFF RECOMMENDATION

Engineering staff recommends approving the 2 additional streets. TID 12 would be the funding source if the TID amendment is approved.

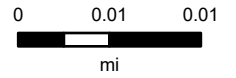
Staff contact: Allen Wesolowski 715-261-6762



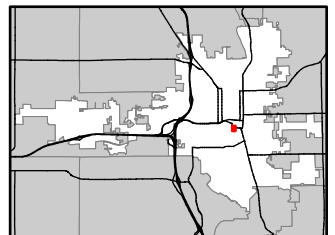
ArcGIS Web Map

City of Wausau / DPW

Date Printed: 4/29/2025



- Right Of Way
- Parcel



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





EXISTING VIEW FROM FOREST STREET



PROPOSED VIEW FROM FOREST STREET



EXISTING VIEW FROM SECOND STREET



EXISTING VIEW FROM SECOND STREET



PROPOSED VIEW FROM SECOND STREET

AGENDA ITEM

Update on the proposed Fleet Maintenance Facility and possible location

BACKGROUND

- We have recently looked at one additional property that had come up for sale at 930 Single Ave. The property was the 6-acres we needed but the long narrow shape of the property did not accommodate the buildings and the need for space around the buildings, the property is too narrow to meet our needs. Attached is a map of the property.
- We worked with our consultant to do a more in depth look at the Marathon Box property, 901 Cherry St. The property will work for our buildings and our needs, but the parking lot would either have to be purchased or relocated to the south property line and be more narrow. Attached is a map of the location and the property. The property is about 6.5 acres, and it is unique in that it has another 1.4ac parking lot on it that is owned by FISERV. Both properties together total about 7.9 acres. The city council approved the funding for this purchase in the 2025 budget and has adopted the funding source to be out of the TID.
- Staff has also once again contacted businesses and homeowners along Myron St next to the existing DPW facility to see if they were willing to consider selling their properties to create a parcel large enough to build a new fleet maintenance shop. Only about half of the nine properties needed are willing to sell at this time.
- Staff has also reached out to owners of vacant property to determine if they are willing to discuss selling property to the city and so far we have had no commitments or no response.
- As you know we have a completed building layout, fueling station layout and storage facility layout all complete. It is our intent to finalize a property location in 2025 and seek approval of the purchase, if necessary, from the City Council.
- Currently, the only properties we have found that are available and meet our needs are the 901 Cherry St property for sale or the city owned 1300 Cleveland property.

FISCAL IMPACT

None at this time.

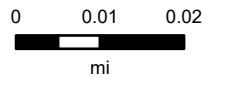
STAFF RECOMMENDATION



Committee discussion and questions.

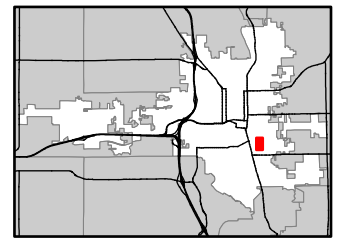
Staff contact: Eric Lindman 715-261-6745

City of Wausau
DPW

Date Printed: 4/22/2025



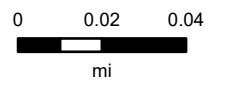
-  Right Of Way
-  Parcel



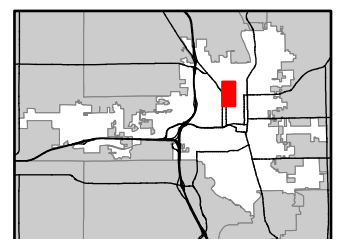
- NOTES:
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 3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

City of Wausau
DPW

Date Printed: 4/24/2025



- Right Of Way
- Parcel



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 3. City of Wausau
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407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

Agenda Item #12

To: Infrastructure & Facilities Committee
From: Randy Fifrick, Development Director
Date: May 1, 2025
Re: Foundry on 3rd PH 1 LLC - Parking Agreement



City Staff have negotiated a parking space lease agreement with Foundry on 3rd Ph 1, LLC to secure parking spaces in Lot 7 of Alexander Davis Plat which is also known as the **Sears/East Mall/Ramp 4**.

Since the closure of the mall, the ramp has dramatically been underutilized. At last check of the 975 parking spots in the ramp, we only have 159 permit holders. Regular users include those utilizing the Marathon Courthouse, HOM Furniture and the Children's Imaginarium. Foundry on 3rd Ph 1 LLC is constructing a skywalk on the third floor to connect their building to the ramp.

Key Terms:

1. 100 reserved stalls on the 3rd floor
2. Foundry is responsible for signage of those spots.
3. Foundry would pay monthly for all 100 stalls
4. Rate would be consistent with the City's standard rate less a 20% percent discount
5. Lease would start December 1, 2025 and last for 20 years or until the parking facility is terminated.
6. City responsibilities: Maintenance, cleaning, repainting and repairs of the PARKING FACILITY as determined by CITY in its reasonable discretion, except that CITY agrees to perform the following:
 - a. Sweeping: Broom sweeping the PARKING FACILITY at least once per month.
 - b. Graffiti/Vandalism: Removal within 1 week.
 - c. Snow Removal: Removal within 24 hours of snow fall.
 - d. Structural Inspection: Performed at least once every 3 years.

PARKING STALL LEASE AGREEMENT

This Parking Stall Lease Agreement (the “Lease”) is made and entered into as of the ___ day of _____, 2025, by and between the CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation (“CITY”), as Lessor, and FOUNDRY ON 3RD PH 1, LLC (“FOUNDRY”), with a principal address of 1818 Parmenter Street, Suite 400, P. O. Box 620037, Middleton, WI 53562, as Lessee.

BASIC TERMS

The following Basic Terms are hereby made a part of this Lease; if any provision of the General Terms Lease and the Basic Terms conflict, the General Terms of this Lease shall apply:

- 1. Premises:** 100 reserved permit parking stalls on the third floor of the PARKING FACILITY (as defined below) closest in proximity to the skywalk entrance connecting the Phase 1 Development to the PARKING FACILITY as depicted in **Exhibit B** attached hereto.

- 2. Lease Term:** Commencing on December 1, 2025 (“Effective Date”) and expiring the earlier of: (a) December 1, 2045; (b) the date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or (c) the date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY.

- 3. Rent:** \$29.00 (the “Base Rate”) plus sales tax per stall multiplied by 100, less a discount of 20%, per month. During the Lease Term, the Base Rate is subject to increases equivalent to those increases established by CITY for monthly per-stall parking permit fees charged to the public.

- 4. CITY Rent Payment Address:** City of Wausau, c/o Finance Director
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6620
Facsimile: 715-261-6626

Address of CITY for Notices: City of Wausau, c/o City Clerk
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6622

With a copy to: City Attorney

5. Address of FOUNDRY for Notices: 1818 Parmenter Street, Suite 400
P. O. Box 620037
Middleton, WI 53562

Registered Agent: Foundry on 3rd Mgr, LLC
1818 Parmenter Street, Suite 400
P. O. Box 620037
Middleton, WI 53562

GENERAL TERMS

WITNESSETH:

WHEREAS, CITY is the owner of the parking facility situated on the northwest corner of Fifth and Forest Streets, in the City of Wausau, and on the real property more particularly described on Exhibit A attached hereto, and shall hereinafter be referred to as the “PARKING FACILITY”; and

WHEREAS, FOUNDRY desires to secure sufficient parking for the tenants and guests of its residential development located at 301 Washington Street in the City of Wausau (the “Phase 1 Development”) and CITY wishes to lease permit parking spaces in the PARKING FACILITY for the exclusive use of the tenants and guests of the Phase 1 Development, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

LEASE OF PREMISES AND LEASE TERM

1. CITY leases to FOUNDRY, and FOUNDRY leases from CITY, the Premises for the use of the tenants and guests of the Phase 1 Development (the “Users”) to be used in common with other lessees and the public.
 - A. FOUNDRY and the Users are authorized to use and occupy the Premises, seven (7) days a week, twenty-four (24) hours per day.
 - B. FOUNDRY and the Users may only use and occupy the spaces for the express purpose of private parking of passenger vehicles including pick up trucks and passenger size vans, provided they meet any height restriction of the PARKING FACILITY.
 - C. Neither FOUNDRY nor any User shall use the PARKING FACILITY in any fashion that violates any laws, ordinances or codes, causes injury or damage to the PARKING FACILITY or to any person, or constitutes a public or private nuisance or waste.
 - D. CITY shall have no obligation to undertake any construction, alterations or additions to the PARKING FACILITY or the Premises, and CITY makes no warranties or representations regarding the condition of the PARKING FACILITY or the Premises. The Premises is leased to FOUNDRY in “as is” condition.
2. The term of this Lease (the “Lease Term”) shall begin on December 1, 2025 (“Effective Date”) and shall terminate on the earlier of:
 - A. December 1, 2045;

- B. The date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or
- C. The date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY; provided, however, that CITY shall give FOUNDRY written notice of its determination, in its sole and absolute discretion, to cease parking operations at the PARKING FACILITY at least twenty-four (24) months prior to such termination.

RENT

- 3. During the Lease Term, FOUNDRY will pay rent in monthly installments to CITY, in advance and without demand therefor, commencing on the Effective Date and continuing on or before the first day of each and every month, to the address specified in the Basic Terms of this Lease or at such other place as CITY may from time to time designate in writing to FOUNDRY.
 - A. The rent for each parking stall included in the Premises shall be consistent with the per-stall parking permit fee charged to the public for ramp parking established by CITY from time to time, plus tax (the "Per-Stall Rate"). In the event that CITY increases the Per-Stall Rate by more than 5% in any one year during the Lease Term, the Per-Stall Rate used in this Lease shall only increase by 5%.
 - B. The Per-Stall Rate on the Effective Date shall be \$29.00 plus tax.
 - C. During the Lease Term, the aggregate rent paid monthly by FOUNDRY for the Premises shall be an amount equal to (the "Monthly Rent"): (1) the then current Per-Stall Rate multiplied by 100; less (2) a discount of twenty percent (20%) of the amount calculated in subclause (1).
 - D. Monthly Rent not paid when due is subject to a 1-1/2% per month finance charge.

CITY'S OBLIGATIONS

- 4. CITY shall be responsible for:
 - A. Maintenance, cleaning, repainting and repairs of the PARKING FACILITY as determined by CITY in its reasonable discretion, except that CITY agrees to perform the following:
 - (i) Sweeping: Broom sweeping the PARKING FACILITY at least once per month.
 - (ii) Graffiti/Vandalism: Removal within 1 week.
 - (iii) Snow Removal: Removal within 24 hours of snow fall.
 - (iv) Structural Inspection: Performed at least once every 3 years.

- B. CITY shall, at all times during the Lease Term, at its own cost and expense, keep and maintain the PARKING FACILITY in reasonably good order and condition, ordinary wear and tear excepted. At any time and from time-to-time during the Lease Term, CITY reserves the right to close the PARKING FACILITY for repairs and maintenance for as long as necessary to complete such repairs and maintenance when, in CITY's sole discretion, it is necessary. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to FOUNDRY. CITY will provide as much advance notice as is reasonably possible and will use reasonable efforts to provide alternate parking during the closure period. If the PARKING FACILITY remains closed for repairs or maintenance for more than five (5) consecutive days and CITY has not provided alternative parking to FOUNDRY as required by this section, Monthly Rent shall abate for each day of such closure.
- C. CITY reserves the right to remove or expel from the PARKING FACILITY, any person, including, without limitation, any User, engaging in or conducting him/herself in a manner that violates any provision of Wausau municipal code, whether cited or not. Neither CITY, nor any of its officers, agents or employees shall be liable to FOUNDRY for any damages that may be sustained by FOUNDRY through CITY's exercise of such right.
- D. CITY shall, at its sole cost and expense, provide all utilities used in the PARKING FACILITY, including, but not limited to, adequate lighting for all portions of the PARKING FACILITY at standards deemed adequate by CITY, in its reasonable discretion, for public safety and use typically found in structures of these types in Wisconsin.
- E. CITY reserves all rights respecting the PARKING FACILITY not specifically granted to FOUNDRY under this Lease, including, without limitation, the right to install, operate, and maintain security systems that monitor all persons entering or leaving the PARKING FACILITY.
- F. CITY and its officers, agents, employees, and other authorized representatives may enter the PARKING FACILITY to (a) inspect the PARKING FACILITY or (b) exercise and perform CITY's rights and obligations under this Lease, provided such access does not unreasonably interfere with the use of the Premises by FOUNDRY or any User.

FOUNDRY'S OBLIGATIONS

- 5. By its signature below, FOUNDRY:
 - A. Expressly acknowledges receipt of the PARKING FACILITY rules ("Rules"). FOUNDRY expressly agrees to provide a copy of said Rules to its agents and

employees and all Users who utilize the PARKING FACILITY. FOUNDRY is solely responsible to CITY for any violation of the Rules by FOUNDRY or any of its agents, employees, or Users.

- B. Shall have control over the distribution to, and collection from, Users, the parking permits as provided by CITY to FOUNDRY for designating parking privileges on the Premises.
- C. Shall be permitted to post directional and/or promotional signage for the Phase 1 Development, inside the PARKING FACILITY's vestibule and elevator. FOUNDRY shall be solely responsible for marking and maintaining signage for their reserved stalls in the PARKING FACILITY as approved in writing by CITY in its reasonable discretion.
- D. Understands and expressly agrees that CITY will not accept any vehicle in bailment or for safekeeping; nor shall CITY be responsible for any loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage, injury, or death by or to any USER, other customers of the PARKING FACILITY or any other individual. FOUNDRY expressly acknowledges that CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY, or to protect any individuals, including without limitation any User, using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.
- E. Agrees that FOUNDRY shall be solely responsible, if FOUNDRY, any of its agents or employees, or any User, damages the PARKING FACILITY, any personal property at the PARKING FACILITY, or any PARKING FACILITY equipment, and in addition to any liability FOUNDRY may have for any claims, losses or costs arising out of such damage, CITY may terminate this Lease if FOUNDRY does not pay for such damages incurred by CITY within 30 days of notice given pursuant to the Termination paragraph hereof.
- F. FOUNDRY shall not make or contract to have made any alterations, additions, substitutions or improvements in or to the PARKING FACILITY or the Premises, or any portion thereof.

DEFAULT

- 6. An event of default shall be deemed to occur should any of the following events happen:
 - A. FOUNDRY's failure to timely pay any monetary amount due pursuant to this Lease, including, but not limited to, Monthly Rent;
 - B. Repeated failure of FOUNDRY, any of its employees or agents, or any User to obey the rules of CITY concerning security, safety, or preservation of the PARKING FACILITY, during the Lease Term; or

C. Failure of FOUNDRY to comply with any other term or condition of this LEASE.

TERMINATION

7. This Lease may be terminated:
- A. By either party upon 5 days' written notice to the other party upon an event of "Force Majeure" as described in this Lease;
 - B. In addition to all other remedies available to CITY at law or in equity, by CITY for any default by FOUNDRY without penalty or liability to CITY; provided, however, that CITY shall notify FOUNDRY in writing of such default and FOUNDRY shall have 30 days of receipt of CITY'S notice to cure such default;
 - C. By CITY upon written notice from CITY to FOUNDRY of any damage to the PARKING FACILITY, any personal property at the PARKING FACILITY, or any PARKING FACILITY equipment, caused by FOUNDRY, any of its agents or employees, or any User, if FOUNDRY does not pay for such damage within 30 days, as described in this Lease; or
 - D. Upon at least twenty-four (24) months' prior written notice from CITY to FOUNDRY of CITY's decision to terminate parking operations at the PARKING FACILITY.

INSURANCE

8. FOUNDRY will, at all times during the Lease Term, and at its sole cost and expense, maintain the applicable insurance required, and comply with all of the requirements, in the City's Insurance Requirements attached hereto as **Exhibit C**.

INDEMNIFICATION

9. FOUNDRY shall indemnify, save harmless and defend the CITY and its officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the PARKING FACILITY or the Premises by FOUNDRY, its agents or employees, and any User.

MISCELLANEOUS PROVISIONS

- A. It is the intent that this Lease is for the benefit of the Phase 1 Development and as such FOUNDRY may, without the consent of CITY but upon reasonable prior notice to CITY, assign this Lease to any person or entity that purchases or acquires the Phase I Development; provided, however, that such person or entity assumes all of FOUNDRY's obligations under this Lease. Notwithstanding anything to the contrary in this Lease, FOUNDRY may assign up to 50 of the 100 parking stalls included in the Premises to any affiliate for its Phase 2 development but shall provide prior notice to CITY in writing of its assignment.
- B. CITY's acceptance of Monthly Rent or failure to complain of any action, non-action or default of FOUNDRY, whether singular or repetitive, shall not constitute a waiver of any of CITY's rights. If FOUNDRY's payment of any sum due CITY is accompanied by written conditions or is represented by FOUNDRY to be a settlement or satisfaction of any obligation, CITY may accept and deposit such monies without being bound by such conditions or representations unless CITY expressly agrees in a separate written instrument. CITY's waiver of any right of CITY, or any default of FOUNDRY, shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
- C. If CITY is required to file suit to collect any amount owed it under this Lease, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
- D. If the PARKING FACILITY or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of FOUNDRY or CITY, then this Lease may be terminated in accordance with this Lease. In the event of a termination by reason of "Force Majeure," CITY shall not be liable or responsible to FOUNDRY for any damages caused thereby and FOUNDRY waives all claims against CITY for damages sustained by reason of such termination, except that any unearned portion of payments shall be abated or if previously paid, refunded.
- E. This Lease constitutes the entire agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This Lease may only be amended in writing signed by both parties.
- F. If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- G. Any notice under this Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be addressed to

the receiving party and sent to its address, both as listed on page one of this Lease, Basic Terms.

- H. Each individual signing this Lease on behalf of FOUNDRY represents and warrants that they are duly authorized to sign on behalf of and to bind FOUNDRY and that this Lease is a duly authorized obligation of FOUNDRY. CITY and each individual signing this Lease on behalf of CITY represents and warrants that they are duly authorized to sign on behalf of and to bind CITY and that this Lease is a duly authorized obligation of CITY.
- I. This Lease is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Lease must be brought in Marathon County, Wisconsin.
- J. Time is of the essence with respect to this performance of every provision of this Lease in which time of performance is a factor.
- K. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and FOUNDRY.
- L. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of CITY have any personal liability arising out of this Lease, and no party shall seek or claim any such personal liability.
- M. Notwithstanding anything to the contrary in this Lease, CITY shall not be liable to FOUNDRY, any of its agents or employees, or any User, and each of the foregoing hereby waives all claims against CITY, for any injury or damage to any person or property in or about the PARKING FACILITY or the Premises. All property in or about the PARKING FACILITY or the Premises belonging to FOUNDRY, any of its agents or employees, or any User shall be there at the risk of FOUNDRY or such other person only, and CITY shall not be liable for damage thereto or theft, misappropriation, or loss thereof, except as provided above.
- N. This Lease may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract. Transmission of the signed signature page to this Lease by DocuSign, electronic mail, or other electronic transmission of a scanned document, shall constitute effective execution and delivery of this Lease and shall be deemed to be an original signature for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, this Lease is effective as of the first date written above.

FOUNDRY: FOUNDRY ON 3RD PH 1, LLC

CITY OF WAUSAU

By: _____
Name: Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC,
Its Manager

By: _____
Name: Doug Diny
Title: Mayor

By: _____
Name: Kaitlyn Bernarde
Title: City Clerk

Approved as to form: _____

EXHIBIT A

Legal Description of Parking Facility

Lot seven (7) of Alexander Davis Plat, a municipal plat, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-362-0290

EXHIBIT B

Depiction of Premises

[To be attached.]

EXHIBIT C

City's Insurance Requirements

FOUNDRY shall provide proof of insurance required in writing to the City.

FOUNDRY shall procure and maintain, during the Lease Term, and for such length of time as is specified, if any, in the Lease or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person

- (b) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.

- (c) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.

- (d) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.

- (e) Applicable Requirements and Provisions for Liability Insurance of FOUNDRY
 - (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.

 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.

 - (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04. This does not apply to Worker's Compensation policies.

 - (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.

 - (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the FOUNDRY's policy must be declared to the City of Wausau and satisfied by the contractor.

- (vi.) Evidence of Insurance - Prior to execution of the Lease, the FOUNDRY shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by the Lease.
- (vii.) Limits and Coverage – The insurance requirements under the Lease shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits.
- (viii.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancelation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

Agenda Item No.

13

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM

Discussion and possible action on First Revision to the State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue, Project ID 6999-09-02/72

BACKGROUND

The revised SMA indicates the actual bid amount for the contract which outlines the City responsibilities. The SMA also revises the delivery cost for the non-participating items from the standard 10% to 4%. This is outlined in paragraph 24, section e, sub ii of the agreement.

FISCAL IMPACT

The fiscal impacts are outlined in ‘Summary of Cost’ table on page 2 of the agreement.


This revised agreement reduces the delivery cost for the non-participating items from \$178,632.50 to \$71,453.

STAFF RECOMMENDATION

Engineering staff recommends approving the revised SMA for Stewart Avenue.

Staff contact: Allen Wesolowski 715-261-6762

STP-Rural and Small STP-Urban (206) Standard SMA

 <p style="text-align: center;"><i>1st Revision</i> STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT</p> <p><i>This agreement supersedes the agreement signed by the Municipality on 8/12/2020 and signed by the State on 8/19/2020.</i></p> <p>Program Name: STP-Urban Population Group: 50,000-200,000 Sub-program #: 206 Cycle: 2020-2025</p>	<p>Date: May 2, 2025 I.D.: 6999-09-02/72 Road Name: Stewart Avenue Limits: S 72nd Avenue to S 48th Avenue County: Marathon Roadway Length: 1.5 miles Functional Classification: Minor Arterial Project Sponsor: City of Wausau</p>
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The signatory, City of Wausau, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality 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 - Describe and give reason for request: **The existing facility is a two-lane rural cross-section roadway that was last improved in 1994. The pavement is an asphalt overlay over concrete and has a total pavement width of 24 feet. The shoulders are gravel and are 4 feet wide. The current pavement rating is 3 and has experienced significant deterioration. There is no existing sidewalk. There are no known safety issues.**

Proposed Improvement - Nature of work: **The proposed project is a reconstruction of 7,700 feet of roadway. The facility will be a combination of rural and urban cross-section. There will be rural cross-section for 0.6 miles and urban cross-section for 0.8 miles. The new pavement will be hot mix asphalt and have a total pavement width of 24 feet. The project will have 5-foot asphalt shoulders for 3,400 feet and curb and gutter for 3,400 feet. There will be a 6-foot sidewalk for 4,400 feet. The project will also install signals, and both temporary and permanent pavement marking. The project will replace 1,000 feet of 12-inch to 15-inch lateral storm sewer lines and 4,000 feet of 18-inch to 36-inch trunk storm sewer lines.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **The City of Wausau will be installing new sewer and water utilities which will be funded with 100% local funds.**

The Municipality agrees to the following 2020-2025 STP-Urban project funding conditions:

Project design and oversight costs are 100% funded by the municipality. Project construction costs are funded with 70% federal/state funding up to a funding limit of \$2,730,000. The Municipality agrees to provide the

STP-Rural and Small STP-Urban (206) Standard SMA

remaining 30% and any funds in excess of the \$2,730,000 federal/state funding limit. **Note:** Due to the MPO receiving a maximum amount of funding per program over a total of multiple projects, the percentages do not reflect a true 70/30%. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2024. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of \$2,730,000 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 6999-09-02					
Design			0%		100%
State Review	\$22,200	\$0	0%	\$22,200	100%
ID 6999-09-72					
Participating Construction	\$5,236,447	\$2,730,000	70% MAX**	\$2,506,447	30% + BAL
Non-Participating Construction	\$1,857,778	\$0	0%	\$1,857,778	Lump Sum**
State Review	\$567,000	\$0	0%	\$567,000	100%
Subtotal	\$7,661,225	\$2,730,000		\$4,931,225	
Total Est. Cost Distribution	\$7,683,425	\$2,730,000	N/A	\$4,953,425	N/A

* Design ID# 6999-09-02 is 100% funded by the Municipality including state oversight costs.

* Construction ID# 6999-09-72 federal/state funding is limited to \$2,730,000 as identified by the MPO.

** See item #24, letter e for federal limit and lump sum information.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: **City of Wausau** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title NC Region Planning Section Chief	Date
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STP-Rural and Small STP-Urban (206) Standard SMA

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.
3. The Municipality, 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 the 23 U.S.C. 139 and 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. 16.765. The municipality 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 Municipality 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 Municipality 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. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administrating federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 STP-Urban 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, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

STP-Rural and Small STP-Urban (206) Standard SMA

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- 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 municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary engineering and design.
 - i. Design state review services.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality 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 Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

STP-Rural and Small STP-Urban (206) Standard SMA

11. The Municipality 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 Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality 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, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, 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 project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. 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.
16. It is further agreed by the Municipality that:
 - a. The Municipality 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 agreement.

STP-Rural and Small STP-Urban (206) Standard SMA

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if 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 Municipality 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 Municipality or by others, will be in conformity with such *Manual of 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.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality'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 Municipality and its sureties; 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 Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.

STP-Rural and Small STP-Urban (206) Standard SMA

20. 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 enforcement rights.
21. 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.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State'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 Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. 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 Municipality, 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 State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality 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.

24. The Municipality agrees to the following 2020-2025 STP-Urban project funding conditions:
 - a. ID 6999-09-02: Design is funded 100% by the Municipality. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 0% with federal funding and 100% by the Municipality.
 - b. ID 6999-09-XX: Real estate acquisition is funded 100% by the Municipality.
 - c. ID 6999-09-XX: Railroad items are funded 100% by the Municipality.
 - d. ID 6999-09-XX: Utility items are funded 100% by the Municipality.
 - e. ID 6999-09-72: Construction:
 - i. Costs for construction, construction engineering, and construction state oversight are funded with 70% federal funding up to a funding limit of \$2,730,000, when the Municipality agrees to provide the remaining 30%, and any funds in excess of the \$2,730,000 federal funding limit. Note: Due to the MPO receiving a maximum amount of funding per program over a total of multiple projects, the percentages do not reflect a true 70/30%.
 - ii. Non-participating costs for installing sanitary sewer and water utilities are funded 100% by the Municipality. Costs include construction delivery. The State agrees to reduce delivery percent on the non-participating category and bill the Municipality a lump sum amount identified as follows;

Category costs without delivery = \$1,786,325
Delivery percent 4% = \$71,453 (This is an adjustment from the projects 10%)
Total lump sum requirement to the Municipality = \$1,857,778

The Municipality also agrees to cover any potential costs over the lump sum amount if found during the finals process and any audit.

Agenda Item No.

14

STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE - May 8, 2025

AGENDA ITEM
Discussion and possible action approving Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park)
BACKGROUND
On September 25, 2025, the City and YMCA entered into an Agreement for Temporary Lease of a Portion of Yawkey Park for the relocation of their outdoor childcare play area. The relocation was necessary due to the expansion of The Landing. The lease terminates on May 31, 2025 and the YMCA is requesting to extend the lease to September 30, 2025 in order for the expansion to be completed.
FISCAL IMPACT
STAFF RECOMMENDATION
Staff recommends approval of the Amendment to the Temporary Lease Agreement.
Staff contact: Anne Jacobson



May 6, 2025

Dear City of Wausau Infrastructure and Facilities Committee,

The Woodson YMCA currently has a temporary lease of a portion of Yawkey Park for our licensed child care center. We are utilizing this portion of Yawkey Park for a temporary playground which is required by state law while The Landing Expansion project is taking place. We needed to relocate the east side playground because there is a safety issue of having children so close to the construction project.

This temporary lease is scheduled to terminate on May 31, 2025. We are requesting to expand the lease date for the portion of Yawkey Park an additional four months, until September 30, 2025. This would allow us to safely continue the expansion project and utilize the space on and near the playground. By September the new elevator will be in place and the new playground can safely be poured and put back in place.

Thank you for your current help and your consideration of this request.

Sincerely,

Bryan Bailey
President & CEO
Woodson YMCA

FIRST AMENDMENT TO TEMPORARY LEASE AGREEMENT BETWEEN THE
CITY OF WAUSAU AND YMCA FOUNDATION INC.

This Amendment (“Amendment”) to the Temporary Lease Agreement between the City of Wausau, a municipal corporation of the State of Wisconsin (“CITY”) and YMCA Foundation Inc. (“YMCA”) is made this _____ day of May, 2025.

WHEREAS, the City of Wausau and YMCA Foundation Inc. entered into a Temporary Lease Agreement for the lease of a portion of Yawkey Park on September 25, 2024 (“Agreement”); and

WHEREAS, the Agreement terminates on May 31, 2025; and

WHEREAS, the YMCA wishes to extend the Agreement to September 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. As to paragraph 2., the lease shall terminate on September 30, 2025.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

YMCA FOUNDATION INC. BY:

Doug Diny, Mayor

Bryan Bailey, President & CEO Wausau YMCA

Kaitlyn A. Bernarde, Clerk

AGREEMENT FOR TEMPORARY LEASE OF A PORTION
OF
YAWKEY PARK

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
10-09-2024 at 1:49 PM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: 1906163
Pages: 7

Digitally applied endorsement stamp
Please keep attached to original document

THIS AGREEMENT, made this 25th day of September
2024, between the City of Wausau, a municipal corporation of the
State of Wisconsin, hereinafter referred to as "CITY," and
Woodson YMCA Foundation Inc., hereinafter referred to as
"YMCA";

WITNESSETH:

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, YMCA shall have the exclusive use of LOT for the provision of temporarily relocating their childcare facility; that in return, YMCA agrees to pay CITY \$1.00 as consideration.
2. This Lease shall commence on the date entered above and shall terminate on May 31, 2025.
3. LOT shall be continuously used as a part of YMCA's childcare program. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore. YMCA will keep LOT clean and attractive in appearance at all times.
4. YMCA shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition. If and when this lease is terminated, YMCA shall return LOT to its original condition.

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

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

Recording Area

Name and Return Address

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

(\$30 Charge to City of Wausau)

PIN: Part of 291.2907.253.0649

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

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

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

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

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

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

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

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

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

[Signatures follow on next page]

CITY OF WAUSAU

By: Doug Diny
Doug Diny, Mayor

BY: Kaitlyn A. Bernarde
Kaitlyn A. Bernarde, Clerk

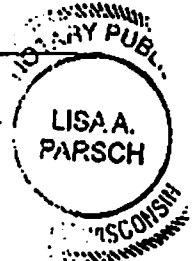
WOODSON YMCA FOUNDATION, INC.

By: Bryan Bailey
President: CEO Woodson Ymca

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 8th day of October, 2024, the above-named Doug Diny, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

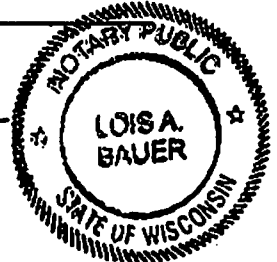
Lisa A. Parsch
Notary Public, Wisconsin
My commission: 5/14/2028



STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 4th day of October, 2024, the above-named Bryan Bailey of Woodson YMCA Foundation, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

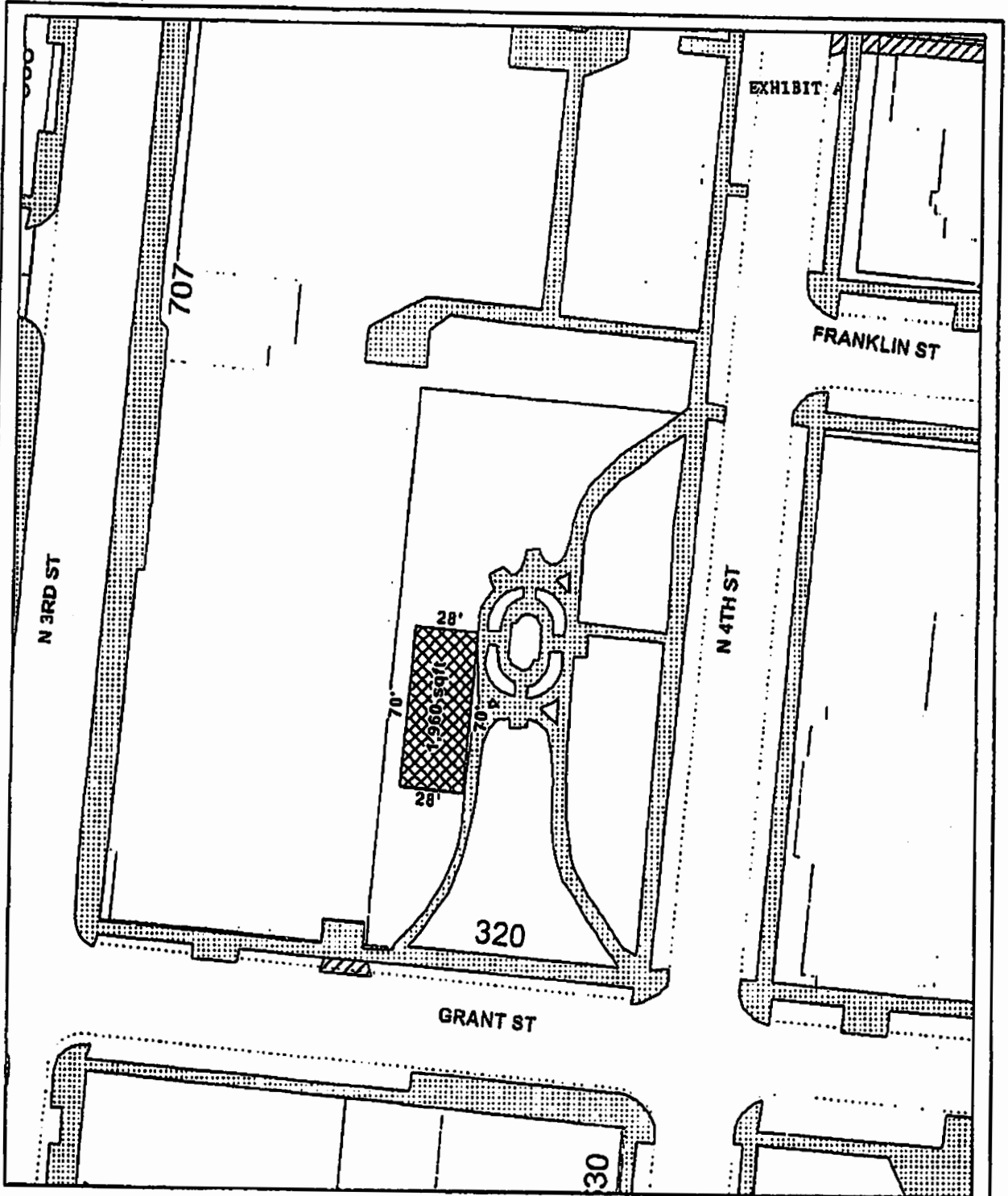
Loisa A. Bauer
Notary Public, Wisconsin
My commission: 5/30/24



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

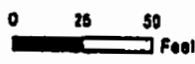
Part of Lot 2 (Yawkey Park) of Certified Survey Map No. 19888 recorded as Document No. 1904150 in the Office of Register of Deeds for Marathon County, Section 25. Township 29 North, Range 7 East. City of Wausau, Marathon County. Wisconsin, described as follows:

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



Map Date September 5, 2024

City of Wausau
Marathon County Wisconsin



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

