



OFFICIAL NOTICE AND AGENDA

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

Meeting: CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Members: Lisa Rasmussen (C), Sherry Abitz, Gary Gisselman, Karen Kellbach, Robert Mielke.

Location: Council Chambers, City Hall, 407 Grant Street.

Date/Time: Thursday, January 14, 2016, at 5:30 p.m.

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1. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
 - A. Approve minutes of the December 10, 2015 meeting.
 - B. Action on an Easement Agreement with Franklin Heights Homeowners Association.
 - C. Action on a Stormwater Maintenance Agreement for Apogee Wausau Group DBA Linetec at 7500 Stewart Avenue.
 - D. Action on a Stormwater Maintenance Agreement for Wausau Coated Enterprises 3, LLC at 825 South 77th Avenue.
 2. Update from the Bicycle and Pedestrian Advisory Committee.
 3. Discussion and possible action on Amendment #4 to the Design Services for Thomas Street Reconstruction.
 4. Discussion and possible action on right-of-way plat revision and relocation order revision regarding the Thomas Street Project.
 5. Discussion and possible action on Amendment #2 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project.
 6. Discussion and possible action on the proposed bump out in front of the Grand Theater along North 4th Street.
 7. Discussion and possible action on an Easement Agreement for the encroachment of the exterior stairs of the Grand Theater onto City right-of-way along North 4th Street.
 8. Discussion and possible action on preliminary traffic calming measures for Kent Street from Grand Avenue to Zimmerman Street.
 9. Discussion and possible action on Temporary Limited Easement and Donation – Waiver of Appraisal for Project ID 6999-03-28, Parcel ID 291-2907-264-0991, 401 South 1st Avenue.
 10. Discussion and possible action on merging the Capital Improvements and Street Maintenance Committee and the Parking and Traffic Committee.
 11. Future agenda items for consideration.
Adjourn.

The next regular meeting is scheduled for February 11, 2016.

LISA RASMUSSEN, Chairperson

THIS NOTICE POSTED AT CITY HALL AND FAXED TO CITY PAGES AND DAILY HERALD: January 7, 2016 at 4:00 p.m.

It is possible that members of and possibly a quorum of members of other committees of the Common Council 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.

Upon reasonable notice, effort will be made to accommodate the needs of disabled individuals through appropriate aids and services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Agenda distribution: Committee members, Council members, Assessor, Attorney, Clerk, Community Development, Engineering, Finance, Inspections, Mayor, Parks, Planning, Public Works, County Planning, Daily Herald, City Pages, Wausau School District, Wausau Area Events, Becher-Hoppe Associates, AECOM, CWE, REI, Glenn Speich, Judy Bayba, Scholfield Group, Evergreen Civil Engineering, Schoen Engineering Solutions, Clark Dietz, Inc., Graham

JOINT MEETING OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Date of Meeting: December 10, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: **Capital Improvements and Street Maintenance Committee:**
Rasmussen, Mielke, Gisselman, Kellbach, Abitz
Plan Commission:
Mayor Tipple, Lindman, Oberbeck, Gisselman, Atwell

Also Present: Jacobson, Lenz, Wesolowski, Gehin

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting of the Capital Improvements and Street Maintenance Committee to order; and Mayor Tipple called the meeting of the Plan Commission to order.

Discussion and possible action on petitions for annexation from the Town of Maine:

- A. **Witter (petitioner) – territory bounded by Hwy. U, N. 28th Ave., N. 36th Ave., Overlook Dr.**
 - B. **Waldvogel (petitioner) – territory bounded by CTH K, Merrill Ave., N. 28th Ave., Decator Dr.**
 - C. **Schnelle (petitioner) – territory bounded by Merrill Ave., Overlook Dr., Hwy. K**
 - D. **Back Forty Properties LLC (petitioner) –bordering N. 14th Ave., north of W. Cassidy Dr.**
 - E. **Thorson (petitioner) – bounded on east by Westwood Dr., north of city limits**
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Lenz stated there have been five different petitions from property owners for direct unanimous annexation. The land is contiguous to the City of Wausau. All of the petitioners are requesting to become a part of the City. The City is not bringing anyone in through another type of annexation. The purpose is to give the land owners more options in the future in terms of potentially requesting City sewer and water services for future development. Staff recommends approval.

Capital Improvements and Street Maintenance Committee: Mielke moved to approve the petitions from Witter, Waldvogel, Schnelle, Back Forty Properties LLC, and Thorson for annexation from the Town of Maine. Kellbach seconded.

Abitz questioned if the petitions were related to the Town of Maine merging with Brokaw and related debt. Rasmussen recalled from past discussions at CISM that it has been a foregone conclusion that these parcels at the time of sale or development would likely annex as other parcels have when sewer and water is needed. They will not develop for commercial purposes with a well and septic. Lenz stated he does not know all of the reasons for petitioning other than to become a part of the City for future expansion. The timing is due to the recent Town of Maine referendum and not knowing exactly when that is going to be official. Abitz stated in the past it was indicated that the City was trying to steal property. Her understanding is petitioners want to annex to the City because of water and sewer. Rasmussen added that the City of Wausau does not panhandle for annexations. These residents approached the City and the City is now obligated to act upon those petitions. Mayor Tipple noted that one other aspect driving the hastiness of this is that property owners located within a township can petition to annex but Villages cannot.

There being a motion and a second from the Capital Improvements and Street Maintenance Committee, motion to approve the petitions from Witter, Waldvogel, Schnelle, Back Forty Properties LLC, and Thorson for annexation from the Town of Maine carried unanimously 5-0.

Plan Commission: Gisselman moved to approve the petitions from Witter, Waldvogel, Schnelle, Back Forty Properties LLC, and Thorson for annexation from the Town of Maine. Oberbeck seconded and the motion carried unanimously 5-0.

Adjourn Plan Commission

Atwell moved to adjourn the Plan Commission meeting. Oberbeck seconded and the motion carried unanimously 5-0. Plan Commission adjourned at 5:35 p.m.

Approve minutes of the November 12, 2015 meeting

Mielke moved to approve the minutes of the November 12, 2015 meeting. Kellbach seconded and the motion carried unanimously 5-0.

PUBLIC HEARING: Discussion and possible action on petition to vacate a portion of 77th Avenue

Rasmussen invited those in attendance who wished to speak regarding the proposed vacation to come to the podium and give their name and address for the record. After asking three times, no one appeared and the public hearing was closed.

Gisselman moved to approve the petition to vacate a portion of 77th Avenue. Kellbach seconded and the motion carried unanimously 5-0.

Discussion and possible action on Amendment #1 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project

Lindman stated this amendment is for Phase 2 for property acquisitions on Thomas Street. Phase 1 was for the 24 parcels that needed total acquisitions. Phase 2 will include the partial takings as well as Temporary Limited Easements (TLE). The original cost of the contract was \$276,625. This amendment would increase that amount \$77,450 for a total contract amount to date of \$354,075. The plat map and relocation order have been approved, which gave an understanding of which properties will need partial takings and where TLE's will be needed. MSA will be working through that process under this amendment. The total acquisitions are already in process. Lindman pointed out that additional costs will likely come forward because of property owner's rights. Owners can request their own appraisals, which the City will have to pay for. Those appraisals will then have to be reviewed at a cost to the City. Therefore, it is likely there will be additional amendments for costs that are unknown at this time.

Gisselman moved to approve Amendment #1 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project. Abitz seconded.

Abitz questioned if this amendment was only for properties requiring full acquisition or if it included the additional five properties to be taken. Lindman explained that the five additional properties were included in the 24 parcels covered under Phase 1. Phase 2 would cover strip takings and TLE's. For the five properties Abitz referred to, an appraisal will be done for a full taking along with an appraisal for just a strip taking with those costs to be compared.

Gisselman questioned why the strip takings and TLE's were not included with the original contract. Lindman explained that the strip takings and TLE's were not finalized at the time of the original contract and staff wanted to begin the process for the full takings. Glen Spiech, MSA, stated the details of the right-of-way plat are still ongoing and he anticipates there will still be changes to the right-of-way. There are issues with new federal standards regarding handicap ramps that need to be analyzed to see how they fit. When MSA first started this contract, the push was to get started. The only items that were set at that point were the 16 residential, 3 commercial, and the 5 properties in question. AECOM did not have a right-of-way plat at that time. Therefore a contract was executed for the properties known to be purchased. When enough detail was compiled for the remaining 42 parcels along the project, a right-of-way plat was completed. The plat and relocation order were approved and then MSA knew what had to be acquired. They cannot quote something if

they do not have a right-of-way plat outlining what needs to be acquired. There is a chance that some of the 42 parcels in Phase 2 will be changed. In the amendment for Phase 2 there are some contingencies depending upon when AECOM resolves issues. It is unusual to have the contract in phases like this, but it was the only way to get the process moving without the final design and keep on track for the April 2017 deadline. Appraisal inspections have been completed on Phase 1 along with several of the relocation interviews. Phase 2 is less complicated and will not be as time consuming. Speich clarified that the concept of the design was voted upon but now AECOM has to look at if the handicap ramps will fit on the corners without having to acquire additional property. Those issues do not affect the concept that was approved. Lindman added that under this amendment, MSA has asked for any revisions to the plat be completed by February 1, which would mean the design plans will have to be completed.

There being a motion and a second, motion to approve Amendment #1 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project carried unanimously 5-0.

Discussion and possible action on an extension of an easement agreement for the parking lot lease with Wausau Chemical

Lindman explained that Wausau Chemical has had an easement for a portion of City property on the south side of their lot which is used for employee parking. The existing easement is for 10 years and will expire in 2019. Wausau Chemical is asking for an extension of 10 years as they are proposing improvements and would like to insure they will have parking available.

Mielke moved to approve an extension of an easement agreement for the parking lot lease with Wausau Chemical. Abitz seconded and the motion carried unanimously 5-0.

Discussion and possible action on the installation of a street light near 3713 Maple Ridge Road

Lindman has been working with WPS on a request received for a street light near 3713 Maple Ridge Road. The cost for installing a light in this location would be a minimum of \$3,900. Along with the cost, this would require an easement and removal of private property bushes from another property. Due to the cost, staff would recommend putting this request on hold. Staff could look at the 2016 budget to see if it would be feasible.

Abitz questioned if the resident was looking for the light installation at this time, or if this item could be brought back. Lindman stated initially they wanted the light as soon as possible, but the earliest the installation could happen is spring. Rasmussen feels street lighting requests are less of an issue between spring and summer as it does not get dark as early.

The committee agreed by consensus to defer action until more information is received.

Discussion and possible action on the installation of a street light at Woodlawn Road and Ashland Avenue

Rasmussen noted that a street light could be installed at this location on an existing pole. Lindman added that even if the pole needs to be replaced, WPS does not feel there would be a cost to the City for the replacement. There may be a small cost for a meter drop and the City would be responsible for the electrical cost. This area meets the criteria for the City to install a light and the upfront costs would be less than \$100 according to WPS.

Kellbach moved to approve the installation of a street light at Woodlawn Road and Ashland Avenue. Mielke seconded and the motion carried unanimously 5-0.

Discussion and possible action on design modifications for 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac

Rasmussen reminded the committee that based upon the material selected for the unique design; the costs for the project were expensive. Staff was directed to go back to see if there were less expensive but aesthetically pleasing materials available. Wesolowski explained that staff worked with GRAEF to pare down the design. However, staff would like to move forward with a phased approach with reconstruction of 2nd Avenue in 2016 as the first phase and defer Clark Street to a second phase. An owner of several properties on Clark Street is looking at redevelopment and changing the dynamics of the area. If Clark Street is reconstructed, it may limit his options. Lenz further explained that the owner is looking to purchase the only other property on Clark Street that he does not currently own. Redevelopment of the area could potentially require vacation of Clark Street. Delaying Clark Street a year would allow redevelopment plans to be worked out and would be one way to meet the budget for 2nd Avenue. Wesolowski stated the intent would be to reconstruct 2nd Avenue next year with the originally proposed materials and amenities. Rasmussen does not have a problem with the phased approach, but the stakeholders are sensitive to the fact that nothing has been happening. She does not want Clark Street to be eliminated entirely because of the perception. The perception of a lot of the stakeholders on that side is that the transformation on the east side was dramatic and a serious public private partnership. On the east side, we have been willing to do everything from shifting, borrowing and forming TID districts to get it done. She does not want anyone on the west side to feel that the City has downgraded their project. If a phased implementation moves forward whether or not the property owner on Clark Street makes a move, she would like to see the second phase get followed through on and have similar aesthetics to 2nd Avenue.

Abitz stated the Parking & Traffic Committee would like to move forward with the project so spots can be striped for Eastbay. Wesolowski stated design plans are mainly completed. If materials would be changed there would be redesign. He spoke with WPS last week and they are onboard to get utilities buried in spring. Mielke noted that at this point as long as the project is followed up on a phased approach would be alright. The constituents just want the project done.

Gisselman stated the cul-de-sac on Clark Street is also used by merchants on 1st Avenue for parking. Lenz explained the City purchased property from the DOT to make the cul-de-sac. A condition from the DOT was for it to be maintained for public use. If vacated, there is public parking that will need to stay in some form. Rasmussen added that a lot of the appeal of the project was the public market space along Clark Street. Gisselman noted that a new look of Clark Street would provide visual appeal off of Stewart Avenue. Lenz explained that Stewart Avenue will be repaved next year. With 2nd Avenue reconstruction and Stewart Avenue improvements there will be a lot happening in the area next year, even without Clark Street. Originally he was not in favor of delaying the project since it already has been delayed, but he would rather keep the higher quality of the project than dilute it. Rasmussen feels if the original vision can be achieved by completing the project in two phases rather than one, the end result would be more pleasing to the residents.

Abitz questioned if Clark Street would be reconstructed to 4th Avenue. If the project is delayed, The Store gas station will be completed and there may be a new traffic flow in the area. Rasmussen does not believe that area of Clark Street was in the project limits. Wesolowski stated that Clark Street is in poor shape up to 4th Avenue. The project could be brought back to include a larger portion of Clark Street.

Abitz moved to defer Clark Street from 2nd Avenue to the cul-de-sac to 2017 and complete 2nd Avenue from Stewart Avenue to Elm Street in 2016. Gisselman seconded.

Gisselman questioned if this portion of Clark Street is in place for the 2017 budget. Wesolowski replied no and there would have to be an amendment to include this in the TIF for 2017. Gisselman questioned if money would be saved in the 2016 budget by not completing Clark Street. Wesolowski explained that with all of the amenities for this project, the project is over budget and both 2nd Avenue and Clark Street could not be

completed under the existing budget. Staff looked at using a lower quality material or removing an amenity from the project. The project can be completed without changing amenities and within budget if only 2nd Avenue is completed. Mielke asked if there is a guarantee that Clark Street will be in the 2017 budget. Rasmussen replied it would have to survive CISM, Finance and Council. Abitz stated all Council members are aware of how 2nd Avenue is proposed to be developed; however, a new Council may be in place at that time. Rasmussen indicated education will be needed to bring all Council members up to speed. Wesolowski stated several things could be done to reduce the budget if the committee would like to move forward with reconstruction of both streets. There are a lot of amenities that could be cut back to get within budget and complete both streets. Mielke feels that would defeat the concept. Rasmussen believes the most forward thinking approach is to do 2nd Avenue as proposed and then Clark Street the following year.

There being a motion and a second, motion to defer Clark Street from 2nd Avenue to the cul-de-sac to 2017 and complete 2nd Avenue from Stewart Avenue to Elm Street in 2016 carried unanimously 5-0.

Discussion and possible action on preliminary traffic calming measures for Kent Street from Grand Avenue to Zimmerman Street

Rasmussen recalled that there was a request from Parking & Traffic to look at how to slow traffic down when streets are reconstructed. Gehin stated in 2016 Kent Street will be reconstructed from Zimmerman Street to Grand Avenue. This street is more of a collector than a local street serving approximately 1,000 vehicles a day. Traffic counters were recently put out to collect speeds. Staff was surprised to learn that for the most part, people are obeying the speed limit in this section of roadway. The average speed was 25 MPH with 85% of vehicles driving at 30 MPH or below. However, staff is proposing to place curb bump outs east of Zimmerman, between Mount View Boulevard and Elmwood Boulevard, and between Oakwood Boulevard and Emerson Street. In these areas the roadway would be narrowed to two 10' lanes with 25' from back of curb to back of curb. In the other sections of roadway, staff is proposing a 33' wide roadway that would consist of two 14' lanes in each direction with 30" curb and gutter. This would be a continuation of the design of Sturgeon Eddy Road. The concept will be brought to the Southeast Neighborhood Group for input. Rasmussen stated this is not different from other streets so it should not increase time needed or hinder snow removal. Gisselman asked if this was an opportunity to build in dedicated bicycle lanes. Rasmussen feels that is a good idea as that district is heavily biked and walked. Gehin indicated the bump outs would not help with bicycle lanes. Currently the roadway is 37' from back of curb to back of curb with two 16' lanes in each direction, which accommodates bicycles. Narrowing the roadway to 33' with two 14' travel lanes would also allow for bicycle lanes. Gehin stated this is a straight, wide roadway currently. Before the traffic counters were placed, staff believed traffic was speeding, which is why traffic calming measures were proposed. The bump outs do not promote bicycle lanes because of the narrowing of the roadway. Gisselman questioned if bicycle lanes could be incorporated in the design rather than bump outs. Abitz stated most residents have one car garages with limited parking. There are issues with parking on the street and buses unable to get through. If bicycle lanes are marked, parking will be taken away from the home owners and they will not be able to have visitors. She added that residents have mentioned when family members come home they have to park on the grass. Rasmussen also does not want to mess up parking for the Balloon Rally. Rasmussen asked what the width of the boulevards is and if there was a chance to increase the sidewalk width for a shared sidewalk. Gehin stated there is sidewalk on both sides of the street. A wider sidewalk could be built, but walk would have to be removed from one side of the street. Typically 8' to 10' is needed for a multi-use path. This would be expensive and was not included in the budget. Lenz suggested having the Bicycle Pedestrian committee review the plans and noted that a couple members of that committee reside on the southeast side.

Andy Lynch, who is the transportation planner for Marathon County, member of the Bike Ped Committee and resident on the southeast side, thanked Gisselman for his enthusiasm. He noted that Kent Street is not a street that needs bike lanes as it has a low traffic volume and low traffic speed. He added that the existing condition of the street may be keeping the traffic speed down and if reconstructed as is the speed may increase. He personally avoids the area because of the condition. Lynch feels reconstructing the street similar to Sturgeon Eddy is a great idea. A street with a traffic volume of 1,000 vehicles a day is considered a neighborhood street

and would not require bicycle infrastructure. Abitz questioned bicycle use in relation to cars parked on the street. Lynch informs bicyclists not to hug the curb but rather take their place in the lane, that way bicyclists avoid parked vehicles. Wesolowski stated there would have to be no parking where the bump outs are placed. Most residents would have parking on the side street. Rasmussen added that in terms of visibility vehicles should not be parked up to corners.

The committee agreed by consensus to defer action until staff has met with the neighborhood group for input.

Discussion and possible action on the proposed roadway width of Chicago Avenue from North 2nd Street to the dead end east of North 9th Street

Gehin explained that Chicago Avenue from 2nd Street east to the dead end will be reconstructed in 2016. Staff is proposing to narrow the roadway in places. Currently the width varies from 35' to 31' wide. The minimum standard is 33' from back of curb to back of curb, which allows for two 14' lanes in each direction. The concept is to narrow the roadway to 33' where it is greater than 33' and match the existing roadway where it is less than 33'. Staff is proposing this to minimize impacts to boulevard trees, and to reduce construction costs and future maintenance costs. Rasmussen feels this makes sense as there has been dialog with the Park and Rec Committee regarding salvaging mature trees. Gehin reminded the committee that a 33' roadway does allow for on-street parking. Gehin noted that staff is also proposing to widen Chicago Avenue between 3rd Street and 5th Street from 31' to 33' due to the amount of on-street parking from the commercial properties. Abitz stated that if existing parking regulations are proposed to be changed, it will have to go before the Parking & Traffic Committee.

Gisselman moved to approve the proposed roadway width of Chicago Avenue from North 2nd Street to the dead end as designed. Mielke seconded and the motion carried unanimously 5-0.

Discussion and possible action on preliminary resolutions for 2016 construction projects

Wesolowski explained that preliminary resolutions have to be approved to schedule public hearings for next year's projects. Clark Street will have to be removed based upon the motion made earlier to defer the project. Wesolowski noted that the public hearing for 2nd Avenue was held in early 2015, but the project was delayed until 2016. That project was approved and the public hearing held with the previous assessment rate of \$21.60 per foot. If the committee recommends moving forward with that rate, Wesolowski does not believe another public hearing needs to be held. The new rate approved for 2016 projects is \$42 per foot. If the 2016 rate is to be used for 2nd Avenue, a new public hearing will be held. Staff recommends moving forward with 2nd Avenue at the 2015 rate of \$21.60 and approval of the preliminary resolutions for the remaining streets at the 2016 rate of \$42. Rasmussen stated the residents were notified of and are expecting the rate of \$21.60. Wesolowski explained that the rate was increased to \$42 reflect current construction prices. Rasmussen questioned if most of the properties along 2nd Avenue are commercial. Wesolowski responded there are 4 to 5 residential properties in the last block of the west side of the project.

Mielke moved to approve the preliminary resolutions for 2016 construction projects, with the exception of Clark Street which was delayed by previous action, and approve using the 2015 assessment rate for the project of 2nd Avenue from Stewart Avenue to Elm Street. Abitz seconded and the motion carried unanimously 5-0.

Update on the Grant received from the DNR to update the City's Stormwater Management Plan

Gehin stated in the near future, the DNR will have new stormwater regulations to include the removal of phosphorus from stormwater. Earlier this year, the City was awarded a stormwater grant from the DNR to update our water quality modeling. Staff has prepared a RFP to obtain a consultant to update the water quality modeling in order to be better prepared for the new regulations in 2017.

Update on 2015 Street Construction Projects

Wesolowski stated the only 2015 street construction project not completed is the extension of 1st Street. With the amount of construction to be completed in the spring of 2016, it was decided not to install the final layer of pavement at this time. Binder has been installed on the parking lot and curb and gutter has been completed.

Discussion and possible recommendation on applying for 2016-2020 Transportation Alternatives Program (TAP) Grant

Lenz explained there is a grant opportunity through the DOT for the Transportation Alternatives Program (TAP). This is a somewhat new program that used to be Transportation Enhancements. Safe Routes to School funding has also been combined into this program. The program looks at alternative transportation methods besides vehicles, such as bike trails, sidewalks, safe routes planning, and bike ped planning. The Park and Rec Committee has discussed potential projects. There are segments of the Riveredge Parkway that do not have funding solidified and may be a candidate for this funding. It would be an 80-20 split with the City paying 20%. Additionally, staff is looking at potential sidewalks by Stettin School. Regional Planning may complete a Safe Routes to School Plan which the City would be a part of. Staff would like approval to submit an application for funding, which needs to be filed in January.

Mielke moved to approve applying for 2016-2020 Transportation Alternatives Program Grant. Gisselman seconded.

Abitz stated GD Jones School is a part of a school grant for improvements and questioned if they could be included in the Safe Routes Plan. Lenz believes those improvements are on private property. Abitz noted there are traffic problems at the school and would like to see more students walking to school. Lenz indicated that the Safe Routes Plan would include all the elementary and middle schools in the district. The plan would look at needed infrastructure and how to encourage more people to walk.

There being a motion and a second, motion to approve applying for 2016-2020 Transportation Alternatives Program Grant carried unanimously 5-0.

Discussion and possible action on setting a minimum amount for property acquisitions related to the Thomas Street Project

This item was taken out of agenda order.

Lindman stated the State has a minimum of \$200 for property acquisitions that require small takings or for a temporary limited easement. This provides an incentive to home owners to sign necessary documents. Staff would like a minimum amount of \$200 to \$250 set for the Thomas Street Project. If the offered value is a small amount it could be difficult to obtain the property owner's signature. Speich indicated if the property owner does not sign a TLE to allow the contractor to work on the property owner's side of the sidewalk there are a few options. The parcel could be removed from the plat and the existing sidewalk would be left with the project going around that property, or \$1,900 could be spent on a short term appraisal and the process of eminent domain followed. Speich stated there are 42 parcels along the project. Five of those will be appraised due to parking issues, which would leave 37 properties needing a TLE.

Mielke moved to direct staff to set a minimum amount of \$200 for property acquisitions and Temporary Limited Easements related to the Thomas Street Project. Gisselman seconded.

Gisselman questioned if there is an estimate of how much this will cost. Gehin replied the minimum amount would be \$7,500. Speich stated before any offers are made, the Finance Committee will review the parcel payment report, which will show each parcel and proposed payment.

There being a motion and a second, motion to direct staff to set a minimum amount of \$200 for property acquisitions and Temporary Limited Easements related to the Thomas Street Project carried unanimously 5-0.

Future agenda items for consideration

Rasmussen stated the design of Kent Street will be discussed next month. Additionally, Aaron Ruff from the Bicycle and Pedestrian Committee will provide an update on a grant that has been awarded.

Abitz stated there have been conversations regarding merging Parking and Traffic and CISM and she would formally like this discussed in January. Rasmussen indicated there has been complaints about a disconnect between the committee that approves design and the committee that manages its function. Discussion can be held on combining the committees beginning in April.

Adjourn

Abitz moved to adjourn the meeting. Kellbach seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 6:50 p.m.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – January 14, 2016

AGENDA ITEM

Action on an Easement Agreement with Franklin Heights Homeowners Association

BACKGROUND

It has come to the City's attention that items (decorative rock, memorial plaque, and vegetation) are located within the Independence Lane right-of-way. An easement and hold harmless agreement for the items is attached for your reference.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the easement agreement.

Staff contact: Allen Wesolowski 715-261-6762



EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as "CITY", and FRANKLIN HEIGHTS HOMEOWNERS ASSOCIATION, the owners of land in the City of Wausau adjacent to the street right-of-way which is the subject of this easement, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns the property known as Franklin Heights in the City of Wausau, and OWNER has requested that CITY grant to them permission by easement to locate a decorative rock, memorial plaque and vegetation within the Independence Lane right-of-way; and

WHEREAS, CITY is willing to permit this encroachment upon certain terms and conditions, including hold harmless and insurance provisions; and

WHEREAS, the area encompassed by this easement is described as follows:

Part of the public right-of-way shown as Independence Lane, platted and dedicated as part of Franklin Heights, being part of the SW ¼ of the SE ¼, Section 30, Township 29 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The south 15 feet of the north 25 feet of the east 10 feet of the west 35 feet of that portion of said Independence Lane lying immediately adjacent to Franklin Street.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY grants to OWNER an easement in the Independence Lane right-of-way adjacent to Franklin Heights for the purpose of the installation of a decorative rock, memorial plaque and vegetation in the Independence Lane right-of-way.
2. OWNER shall maintain liability insurance coverage for their operations on and activities at their location including the easement area, which insurance shall be suitable to CITY and in an amount not less than one million dollars. CITY shall be named as an additional insured on the policy. OWNER shall increase these insurance limits upon request of the CITY.
3. OWNER agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or on the adjacent premises owned by

Recording Area

Name and Return Address

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

PIN: Plat #2475

OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

4. OWNER agrees to release CITY, its employees, agents, officers and officials, whether appointed, hired or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or any adjacent premises owned by OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
5. This agreement and all of its provisions, with the exception of the continuing insurance, hold harmless, and release provisions, which shall continue and survive as required by CITY, shall terminate and become null and void, and the decorative rock, memorial plaque and vegetation shall be removed by OWNER at their expense within thirty (30) days of notice by CITY. Such removal can be ordered by CITY, at its sole option, for any reason.
6. The terms of this agreement are transferrable by OWNER; however, CITY must be given notice, in writing, of any transfer.

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

CITY OF WAUSAU BY:

FRANKLIN HEIGHTS HOMEOWNERS
ASSOCIATION BY:

James E. Tipple, Mayor

Jan Publik, President

Toni Rayala, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2016, the above named James E. Tipple, Mayor, and Toni Rayala, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2016, the above named Jan Bublik, President of Franklin Heights Homeowners Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
City of Wausau
407 Grant, Street
Wausau, WI 54403-4783

Agenda Item No.

1C

STAFF REPORT TO CISM COMMITTEE – January 14, 2016

AGENDA ITEM

Action on a Stormwater Maintenance Agreement for Apogee Wausau Group DBA Linetec at 7500 Stewart Avenue

BACKGROUND

Linetec, Inc., located in the City's Business Park, is in the process of making improvements to their facilities located north of Stewart Avenue. The improvements include construction of new buildings, placement of pavement for truck maneuvering and expansion of the employee parking lot. To manage the additional stormwater runoff, Linetec will be installing best management practices to convey, treat and store the stormwater. The proposed on-site practices include swales, dry detention basins, culverts and storm sewer. To ensure properly functioning stormwater practices year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a bi-annual basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: Sean Gehin 715-261-6748

AGREEMENT

Document No.

Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 18 day of NOVEMBER, 2015, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and APOGEE WAUSAU GROUP DBA LINETEC, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

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

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: 

By: _____

CITY OF WAUSAU:

By: _____

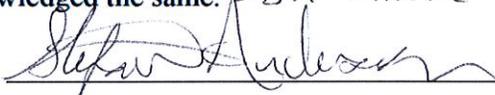
James E. Tipple, Mayor

By: _____

Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 18 day of November, 2015, the above-named Andy Jaswiak and _____ of Apogee Wausau Group INC, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same. PBA: Linetec



Notary Public, Wisconsin

My commission: 8/22/2017

Marathon County

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named James E. Tipple, Mayor, and Toni Rayala, 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: _____

EXHIBIT A

See Grading & Drainage Exhibits

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR LINETEC CAMPUS IMPROVEMENTS STEWART AVE AND 72ND AVE, WAUSAU, WI

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

North Improvements

Maintenance and inspection shall be performed within the dry detention basin, water quality swales, storm sewer, culverts and open-ended trench drains.

Maintenance at this location shall consist of the following tasks:

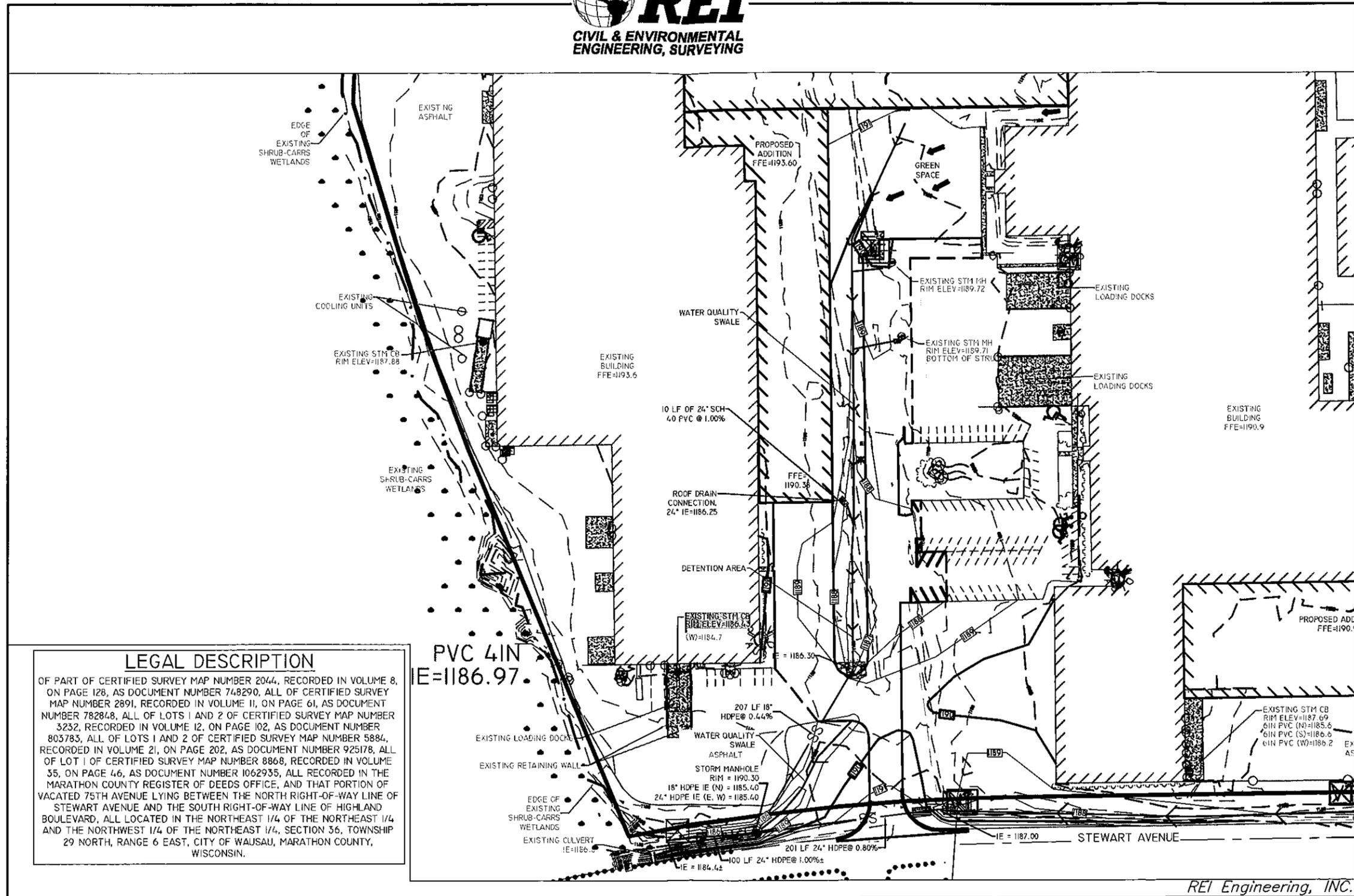
1. Debris: Removal of trash and debris should be done on a regular basis to maintain dry detention basin, water quality swales, storm sewer and culverts.
2. Storm Sewer/Culverts and Trench Drains: Remove accumulated sediment and/or debris from the on-site culverts and open-ended trench drains.
3. Riprap: Inspect riprap and repair/replace as needed to maintain integrity and function of riprap.
4. Mowing: Mow areas of green space to provide aesthetics and control weed growth.
5. Swales: Maintain free-drainage within the water quality swales and drainage swales on the site. This will likely be accomplished via mowing and debris removal.
6. Sedimentation: Remove accumulated sediment from the water quality swales and dry detention basin once sediment interferes with the functionality of the swale and detention areas.

South Improvements

Maintenance and inspection shall be performed within the detention area, water quality swales, storm sewer, and culverts.

Maintenance at this location shall consist of the following tasks:

7. Debris: Removal of trash and debris should be done on a regular basis to maintain detention area, water quality swales, storm sewer and culverts.
8. Culverts: Remove accumulated sediment and/or debris from the on-site culverts.
9. Riprap: Inspect riprap and repair/replace as needed to maintain integrity and function of riprap.
10. Mowing: Mow areas of green space to provide aesthetics and control weed growth.
11. Swales: Maintain free-drainage within the water quality swales and drainage swales on the site. This will likely be accomplished via mowing and debris removal.
12. Sedimentation: Remove accumulated sediment from the water quality swales and detention area once sediment interferes with the functionality of the swale and detention area.



LEGAL DESCRIPTION

OF PART OF CERTIFIED SURVEY MAP NUMBER 2044, RECORDED IN VOLUME 8, ON PAGE 128, AS DOCUMENT NUMBER 748290, ALL OF CERTIFIED SURVEY MAP NUMBER 2891, RECORDED IN VOLUME 11, ON PAGE 61, AS DOCUMENT NUMBER 782848, ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NUMBER 3232, RECORDED IN VOLUME 12, ON PAGE 102, AS DOCUMENT NUMBER 803783, ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NUMBER 5884, RECORDED IN VOLUME 21, ON PAGE 202, AS DOCUMENT NUMBER 925178, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8868, RECORDED IN VOLUME 35, ON PAGE 46, AS DOCUMENT NUMBER 1062935, ALL RECORDED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, AND THAT PORTION OF VACATED 75TH AVENUE LYING BETWEEN THE NORTH RIGHT-OF-WAY LINE OF STEWART AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF HIGHLAND BOULEVARD, ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

LINETEC, INC.
 725 S. 75TH AVENUE
 WAUSAU, WISCONSIN 54401

FIGURE A: GRADING & DRAINAGE EXHIBIT - SOUTH		
PROJECT NO.	DRAWN BY:	DATE:
2205A	GSW	09/10/15

Agenda Item No.

1D

STAFF REPORT TO CISM COMMITTEE – January 14, 2016

AGENDA ITEM

Action on a Stormwater Maintenance Agreement for Wausau Coated Enterprises 3, LLC at 825 South 77th Avenue

BACKGROUND

Wausau Coated Enterprises, located in the City's Business Park, is in the process of expanding their business located south of Stewart Avenue. The improvements include a 74,000 square foot building addition, placement of pavement for semi-truck maneuvering and expansion of the employee parking area. To manage the additional stormwater runoff, Wausau Coated will be installing best management practices to convey, treat and store the stormwater. The proposed on-site practices include swales, dry detention basins and culverts. To ensure properly functioning stormwater practices year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a bi-annual basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: Sean Gehin 715-261-6748

AGREEMENT

Document No.

Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this _____ day of _____, 20___, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau Coated Enterprises 3, LLC (WCE 3) a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

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

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: William M. Reif
Managing Member

By: _____

CITY OF WAUSAU:

By: _____
 James E. Tipple, Mayor

By: _____
 Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 16 day of December, 2015, the above-named William M Reif
 and _____ of Wausau Coated Enterprises 3, LLC, to me known to
 be the person(s) who executed the foregoing instrument and acknowledged the same.

Valerie Morgan
 Notary Public, Wisconsin
 My commission: 3/19/18

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

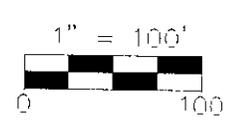
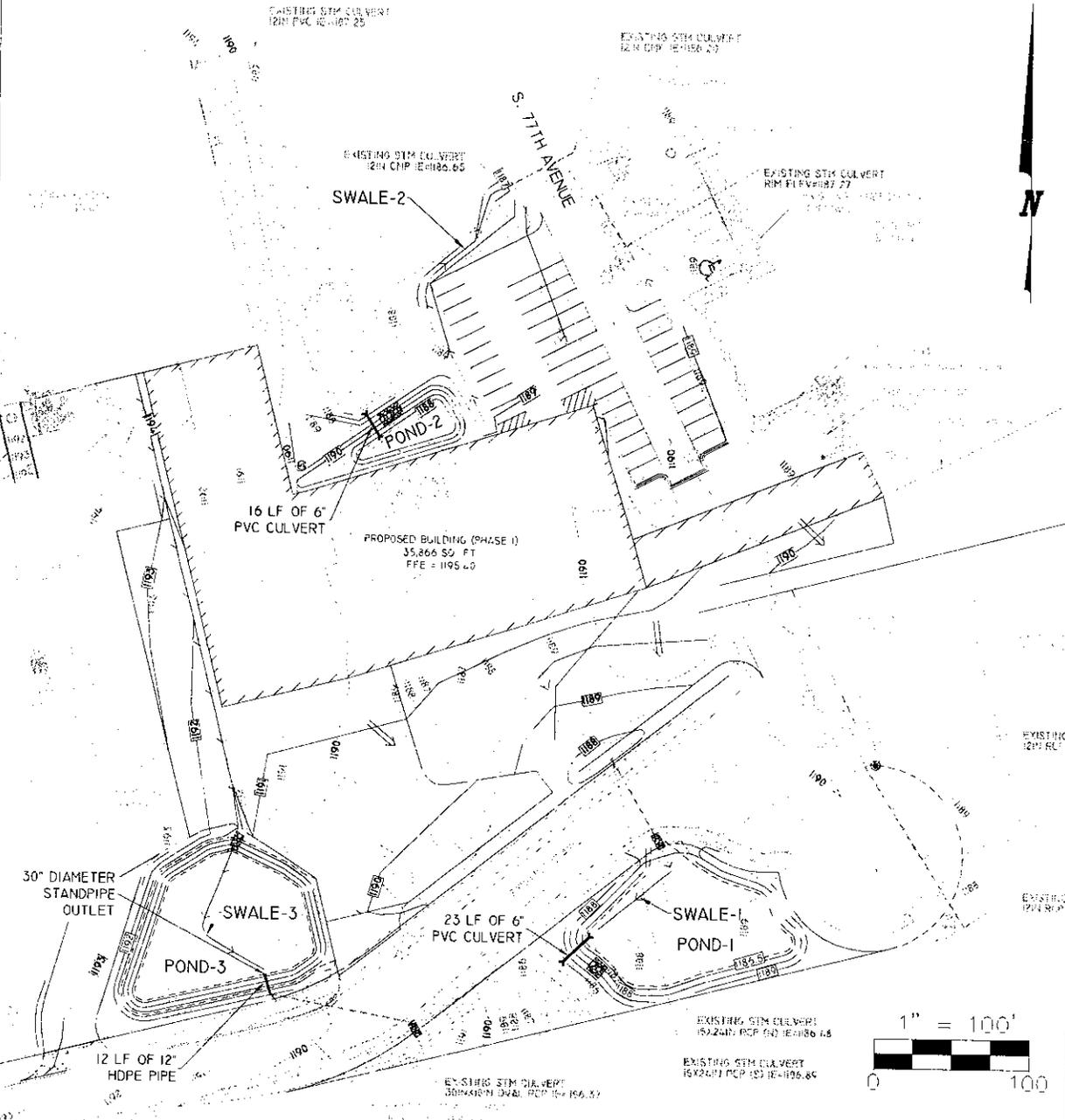
Personally came before me this _____ day of _____, 20____, the above-named James E. Tipple, Mayor,
 and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument
 and acknowledged the same.

 Notary Public, Wisconsin
 My commission: _____

LEGAL DESCRIPTION

OF PART OF CERTIFIED SURVEY MAP NUMBER 1346, RECORDED IN VOLUME 6, ON PAGE 27, AS DOCUMENT NUMBER 716338, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 16142, RECORDED IN VOLUME 74, ON PAGE 96, AS DOCUMENT NUMBER 1603784, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 1153, RECORDED IN VOLUME 5, ON PAGE 81, AS DOCUMENT NUMBER 705007, OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 10736, RECORDED IN VOLUME 44, ON PAGE 178, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8940, RECORDED IN VOLUME 32, ON PAGE 108, AS DOCUMENT NUMBER 1038818, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 1742, RECORDED IN VOLUME 7, ON PAGE 128, AS DOCUMENT NUMBER 735543, AND PART OF THE VACATED 77TH AVENUE, ALL BEING IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

DRAWING FILE: P:\14900-4999\4938A-WAUSAU COATED\DWG\EXHIBITS\4938A-EXHIBIT A - GRADING & DRAINAGE.DWG LAYOUT: EXHIBIT MAP PLOTTED BY: GREGW Nov 19, 2015 - 11:37 AM



WAUSAU COATED PRODUCTS, INC. 825 SOUTH 77TH AVENUE WAUSAU, WISCONSIN 54401		EXHIBIT A : GRADING & DRAINAGE EXHIBIT PROJECT NO. 4938A DRAWN BY: LJP DATE: 10 30 15	
--	--	--	--

REI Engineering, INC.

EXHIBIT B

See Grading & Drainage Exhibits

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR WAUSAU COATED CAMPUS IMPROVEMENTS 825 SOUTH 77TH AVENUE, WAUSAU, WI

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

Maintenance and inspection shall be performed within the dry detention ponds, water quality swales, standpipe structure, culverts and manhole.

Maintenance at this location shall consist of the following tasks:

1. Debris: Removal of trash and debris should be done on a regular basis to maintain dry detention ponds, water quality swales, storm structures and culverts.
2. Culverts and Outlet Structure: Remove accumulated sediment and/or debris from the on-site culverts and outlet structure.
3. Riprap: Inspect riprap and repair/replace as needed to maintain integrity and function of riprap.
4. Mowing: Mow the swales and pond side slopes, and pond embankments to promote drainage, aesthetics, and control weed growth. Do not allow brush or trees to grow within the interior pond storage area or exterior backslopes of the pond.
5. Swales: Maintain free-drainage within the water quality swales on the site. This will likely be accomplished via mowing and debris removal.
6. Sedimentation: Remove accumulated sediment from the water quality swales and dry detention ponds once sediment interferes with the functionality of the swale and detention areas.

AGENDA ITEM

Discussion and possible action on Amendment #4 to the Design Services for Thomas Street Reconstruction

BACKGROUND

AECOM has prepared Change Order 4 related to the design and project management services proposed for the Thomas Street Project. The original project proposed was to reconstruct Thomas Street from 17th Ave to the WI River and there were three previously approved change orders. This proposed Change Order 4 is required to address scope changes and remove contract items that are no longer required.

The original project was broken into two phases, Phase 1 from 17th Ave to 4th Ave and Phase 2 from 4th Ave to the WI River. This proposed Change Order 4 includes the remaining design costs for Phase 1, all design costs for Phase 2, and project management services for Phase 1 and 2.

The proposed costs for Phase 2 are assuming the construction costs will be 100% funded by the City. If the City receives state/federal funding for the work then the design costs will increase as there would be additional requirements due to regulations. Also, if state/federal funding is used, the state will provide the project management services, this cost is unknown at this time.

FISCAL IMPACT

Current Contract Price is \$772,200.

Increase Design Services in the amount of \$55,800 for a total of \$828,000.

Adding Construction Management Services in the amount of \$660,500.

Increase in contract price of \$883,800 for a total contract of \$1,488,500.

STAFF RECOMMENDATION

Staff recommends approval for design services and construction management services should be discussed prior to approval of the committee.

Staff contact: Eric Lindman 715-261-6745

CHANGE ORDER No. 4

In accordance with the Design Engineering Services Agreement dated April 2, 2007 between City of Wausau ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 2015 modifies that Agreement and Change Orders 1 through 3 as follows:

1. Changes to the Services:

Reason for Change Order: The CLIENT previously entered into an Agreement with AECOM dated April 2, 2007, to provide engineering services to prepare construction plans and technical specifications for the reconstruction of Thomas Street from 17th Avenue to the west bank of the Wisconsin River (approximately 1.3 miles). The design was to be prepared in accordance with state and federal requirements assuming federal funding. In 2012, the project was placed on hold due to funding concerns and it was later determined that the construction would be locally funded. The project was reinitiated in June 2014 and in January 2015 the Client's CISM Committee chose to divide the design into two phases. Phase 1 is from 17th Avenue to 4th Avenue, and Phase 2 is from 4th Avenue to the west bank of the Wisconsin River. With the phasing, the Client requested additional alternatives be evaluated to reduce right of way impacts. A change order is necessary to revise the scope to delete contract items that are no longer required, add additional contract items to complete alternative analysis, design the selected alternative for each phase and adjust the project budget to account for funds previously spent and funds required to complete the project. The following are revisions to the scope of services:

Close tasks 01, 02, 03, 04, 05, and 09 of the original agreement and Change Order Nos. 1 and 2. These tasks were completed as of June 2014 when the project was reinitiated.

Delete Change Order No. 3, preparation of an environmental impact statement in its entirety.

Add the following to task 05.01, Meetings with Public Officials:

Evaluate the improvement alternatives for presentation to Client Staff and CISM Committee: All alternatives include a 4 lane raised median concept from 4th Avenue to the Wisconsin River.

- a. Analyze and develop a memorandum summarizing potential construction phasing for Thomas Street.
- b. Develop typical sections for a 72 foot right of way option, a 94 foot right of way option, a 111 foot right of way option, prepare a typical section identifying alternative widths for 3 lane alternatives and 5 lane alternatives and prepare a memorandum summarizing a 3-lane community sensitive design, MAP-21 requirements and 3-lane typical section criteria.
- c. Develop typical sections and horizontal layout for a 76 foot right of way 3 lane raised median option, a 70 foot right of way 3 lane TWLTL option and a 102 foot 5 lane raised median option. Review each alternative including corridor safety, side road delay, property impacts, bike pedestrian accommodations, traffic calming, and access safety. Determine right of way and relocation impacts for each alternative. Prepare opinions of probable construction cost for each option. Develop preliminary right of way mapping.
- d. Develop preliminary horizontal layout of a 3 lane raised median concept with a 76 foot right of way from 17th Avenue to 4th Avenue and a 5 lane raised median concept with a 102 foot right of way from 4th Avenue to the Wisconsin River. Develop mapping illustrating alternative access as shown in the Thomas Street Corridor Masterplan between 17th Avenue and 4th Avenue. Review, evaluate and summarize in a memorandum access techniques used in the Thomas Street Corridor Master Plan with proposed access management including safety, operations, and pedestrian safety.

- e. Evaluate five alternatives for aligning 15th Avenue including a 90 degree angle with reverse curves, moving 15th Avenue south of Thomas to align to the north, moving 15th Avenue north of Thomas to align to the south, a skewed intersection with no curves and an 87 degree intersection with reverse curves.
- f. Prepare for, attend and make presentations at seven CISM meetings, 3 staff meetings and 2 business staff meetings.
- g. Prepare for and attend a site walk through of the preliminary plan from 17th Avenue to 4th Avenue.

Add the following sentence to task 10.01(2):

- 2. Develop a 3 lane typical section for Thomas Street from 17th Avenue to 4th Avenue consisting of one eastbound lane, one westbound lane and a raised median.

Add the following after task 10.02(2):

- 3. Develop two preliminary alignments between 17th Avenue and 4th Avenue: One that best fits the road within the corridor, while balancing construction considerations, right of way requirements and costs; A second that holds the north sidewalk line from 17th Avenue to 13th Avenue and the south sidewalk line from 10th Avenue to 4th Avenue and two transitions between 13th Avenue and 10th Avenue.

Add the following after task 10.04(2):

- 3. Establish a preliminary vertical alignment and cross sections to blend the topography and provide a good fit to the existing terrain for the two horizontal alternatives identified in task 10.02(3).

Delete tasks 10.05 (Preliminary Storm Sewer Design), and 10.06 (Incorporate City Utility Improvements)

Add the following to 10.07 (Work Zone Traffic Control):

- 4. A work zone traffic control plan will be prepared for Phase 2 only.
- 5. Prepare a detour route plan for Phase 1 only.

Add the following after task 11.02(3):

- 6. Prepare two separate right of way plats. One plat for Phase 1 acquisition between 17th Avenue and 4th Avenue and one plat for Phase 2 acquisition between 4th Avenue and the Wisconsin River.

Delete task 12.02 and replace with the following:

12.02 Utility Improvements

- 1. Prepare street lighting design including and evaluation of decorative street lighting versus standard overhead Cobra Head street lighting. Design will be based on City and WisDOT standards along with IES and AASHTO design criteria.
- 2. Delineate drainage basins and sub-basins in the project area. Simulate the rainfall runoff process for each drainage basin and calculate the peak discharge and runoff volumes for the existing land use. Determine the capacity of the existing storm water facilities along the project. Design a storm sewer system which properly configures new inlet spacing, inlet pipes and trunk lines.
- 3. Prepare construction drawings to replace the existing water main including plan and

- profile sheets, construction details and quantities. Prepare technical specifications.
4. Prepare construction drawings to replace the existing sanitary sewer including plan and profile sheets, construction details and quantities. Prepare technical specifications.
5. Prepare the Wisconsin Department of Natural Resources (WDNR) submittal for approval for the water main construction drawings and technical specifications. Forward the submittal to WDNR.

Delete task 13 and replace with the following:

Task 13 – Project Bidding:

1. Use QUESTCDN.com to provide bidding documents required for receiving competitive bids on the project. Contractors will be required to purchase bidding documents on a non-refundable basis. Supply up to 5 copies of the bidding documents to the Client for Client use.
2. Respond to bidder questions during the bidding phase of the project and issue addenda, if required.
3. Assist the Client in advertising for and receiving bids, attend the bid opening, analyze the bids received, and prepare a recommendation to the Client for award of contract.
4. Assist the Client in assembling the contract documents for execution by the Client and the contractor, and furnish copies of the executed contract documents to the Client and the contractor.

Add the following after Task 14:

Task 15 - Construction Related Services

1. Prepare an agenda and record minutes for two preconstruction conferences with representatives of the Client, contractors, affected utilities, and AECOM (4 hours of contract administrator and 4 hours of administrative assistant time are included).
2. Review monthly applications for payments submitted by the contractors and recommend payment to the Client (16 applications are assumed, and 48 total hours of contract administrator and 16 hours of administrative assistant time are included).
3. Review technical information submitted by the contractors for compliance with the contract documents (40 hours of contract administrator time is included).
4. Assist the Client in change order and field order preparations (4 change orders are assumed total, and 16 hours of contract administrator and 16 hours of administrative assistant time are included).
5. Revise two sets of original drawings upon completion of the projects in accordance with the contractor's construction records and supply the Client with copies of the revised drawings (4 hours of contract administrator and 32 hours of technician time are included).
6. Furnish a project representative who will visit the sites at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the contract documents. During such visits, AECOM shall endeavor to keep the CLIENT informed of the progress of the work, shall endeavor to guard the CLIENT against defects and deficiencies in the work of the contractor, and will reject work found not in conformance with the contract documents (3 trips per week, 3 hours per trip is assumed, and 540 hours of contract administrator time is included).
7. Before AECOM issues the Certificates of Substantial Completion, submit to the contractor a list of observed items requiring completion or correction (6 hours of contract administrator time is included).
8. Issue Certificates of Substantial Completion (4 hours of contract administrator and 4 hour

- of administrative assistant time are included).
9. Assist Client in closing out the projects, including construction tasks, payment, contractor closeout documents, and resolution of issues (12 hours of contract administrator time is included).
 10. Provide full time inspection of storm sewer, sanitary sewer, water main, water services, sewer services and roadway improvements (4860 hours are included).
 11. Provide control stakes for construction of subgrade, base course, curb and gutter, storm sewer, sanitary sewer and water main (1600 hours of 1-man survey crew time are included, inspector provides assistance when needed).

4. Change to Deliverables:

- Phase 1 – final plans and bidding
 Phase 2 – final plans and bidding

5. Change in Project Schedule (attach schedule if appropriate):

- Delete Section E and replace with the following:
- Phase 1**
 January 2017 – Final Plans Phase 1
 February 2017 – Bidding Phase 1
 April – November 2017 – Construction Phase 1
- Phase 2**
 August 2016 – Finalize Preferred Alternative Phase 2
 November 2016 – Right of Way Plat Phase 2
 January 2018 – Final Plans Phase 2
 February 2018 – Bidding Phase 2
 April – November 2018 – Construction Phase 2

6. Change in Consultant’s Compensation:

The Services set forth in this Change Order will be performed on the following basis:

Time and Materials with a Not- to-Exceed amount of \$932,500. Reimbursable expenses are included in the overall Not to Exceed cap. A breakdown of the fee by Phase is as follows:

Phase	Estimated Fee
Design completion (entire project)	\$272,000
Phase 1 Construction Related Services (17 th Avenue to 4 th Avenue)	\$330,250
Phase 2 Construction Related Services (4 th Avenue to Wisconsin River)	\$330,250
Total	\$932,500

A contract summary follows:

Description	Fee
Original Contract	\$ 449,000
Change Order 1 (Traffic Counting)	\$ 8,500
Change Order 2 (Phase 2/2.5, PIM 3, DOE)	\$ 78,100
Change Order 3 (EIS)	\$ 236,600
Change Order 3 Deduct	\$ (216,200)
Change Order 4 (Design)	\$ 272,000



Change Order 4 (Construction Related Services)	\$ 660,500
Total Compensation	\$1,488,500

Therefore, the total authorized Compensation, inclusive of the Change Order is \$1,488,500. Reimbursable expenses are included in the overall Not to Exceed cap.

7. **Project Impact:**

None

8. **Other Changes** (including terms and conditions):

None

9. All other terms and conditions of the Agreement remain unchanged.

10. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

City of Wausau, Wisconsin

Signature

Signature

David R. Hansen, P.E.

Eric Lindman, P.E.

Vice President

Director of Public Works

Address
 200 Indiana Avenue
 Stevens Point, Wisconsin 54481

Address
 407 Grant Street
 Wausau, Wisconsin 54403

[End of Agreement]

AGENDA ITEM
Discussion and possible action on right-of-way plat revision and relocation order revision regarding the Thomas Street Project
BACKGROUND
The Plat Map and Relocation Order for the Thomas Street Project were required to be amended. The revisions included adding a TLE area around the proposed full house takings. The “total takings” included the home and a portion of the property which was required for the road project, the owner will still reserve the right to keep the remainder of the property if they choose. This revision shows the property as a TLE which is required for the City to access the property and remove the building. The City needs to show this on the plat for each property to ensure we have access rights to complete work as required in order to properly build the road.
FISCAL IMPACT
Included in contract price.
STAFF RECOMMENDATION
Staff recommends approval of the revisions.
Staff contact: Eric Lindman 715-261-6745

R/W PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
FEDERAL PROJECT NUMBER	4.01	9
PLAT OF RIGHT-OF-WAY REQUIRED FOR		
THOMAS STREET		
17TH AVENUE - WISCONSIN RIVER		
THOMAS STREET	CITY OF WAUSAU	
CONSTRUCTION PROJECT NUMBER		

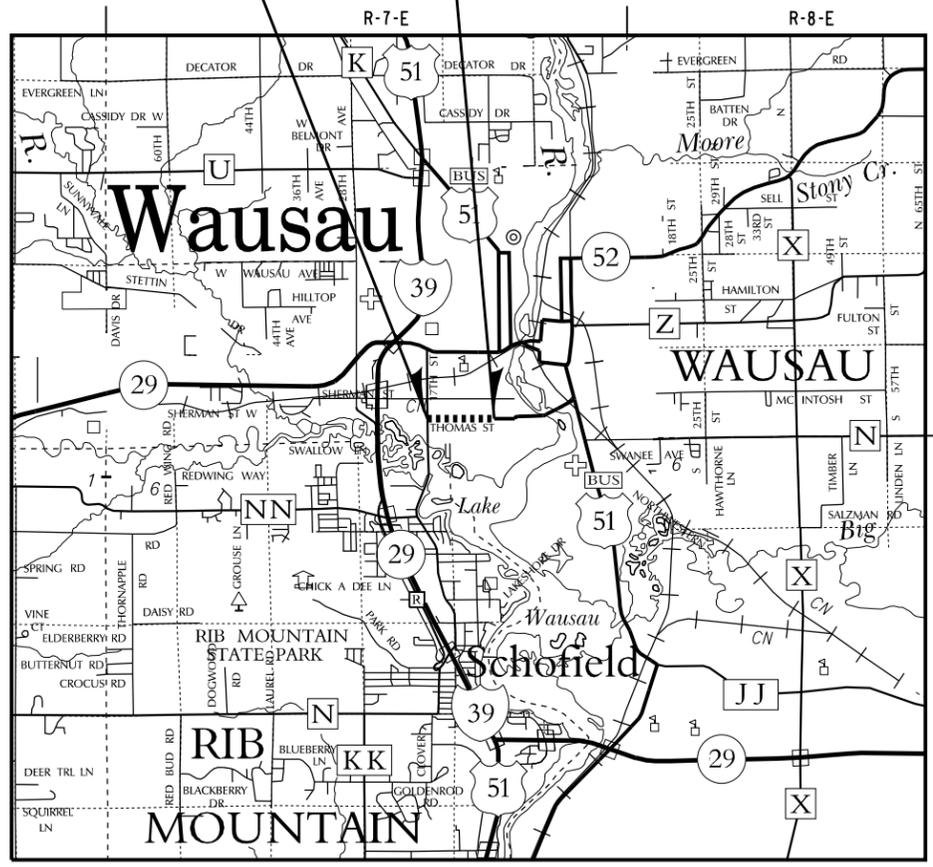
CONVENTIONAL SIGNS AND ABBREVIATIONS

STATE LINE	-----	SECTION CORNER		FOUNDATION OR RUIN BUILDING	
COUNTY LINE	-----	NOTATION FOR COMBUSTIBLE FLUIDS		CEMETERY	
TOWNSHIP AND RANGE LINES	-----	NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES		R/W MONUMENT	
SECTION LINE	-----	BRIDGE		NON-MONUMENTED R/W POINT	
QUARTER LINE	-----	STREAM OR RIVER		IRON PIN	
SIXTEENTH LINE	-----	LAKE		VALVE	
NEW REFERENCE LINE	-----	CULVERT (Box, Pipe Or Cattle Pass)		WINDMILL	
NEW R/W LINE	-----	SIGN		MANHOLE, SEPTIC VENT, WELL, ETC.	
EXISTING R/W LINE	-----	ELECTRIC POLE		GAS PUMPS	
PROPERTY LINE	-----	TELEPHONE POLE		BUSHES	
CORPORATE LIMITS	-----	PEDESTAL (Label Type - Communications, Electric)		TREES (Deciduous)	
LOT, TIE AND OTHER MINOR LINES	-----	ACCESS RESTRICTED (By Acquisition)		TREES (Coniferous)	
SLOPE INTERCEPTS	-----	ACCESS RESTRICTED (By Previous Acquisition/Control)		WOODS	
UNDERGROUND FACILITY (Communications, Electric, Etc.)	-----	NO ACCESS (By Statutory Authority)		ENCROACHING SIGN	
FENCE	-----				
FEE INTEREST	-----				
TEMPORARY INTEREST	-----				
EASEMENT (Highway, Permanent Limited or Restricted Development)	-----				
BEAM GUARD	-----				
TRANSMISSION STRUCTURES (Line Optional)	-----				
RAIL LINE	-----				

P.I.	Point of Intersection	ST.	Street
or PI		IP	Iron Pipe or Iron Pin
°	Deflection Angle	C.S.M.	Certified Survey Map
D.	Degree of Curve	COR.	Corner
T.	Tangent Length	L.C.	Long Chord
L.	Length	L.C.B.	Long Chord Bearing
R.	Radius	MI.	Miles
CATV	Cable Television Line	MISC	Miscellaneous
FO	Fiber Optic Cable	N/A	Not Available or Applicable
G	Gas Line	P.L.	Property Line
GUY	Guy Wire	P.L.E.	Permanent Limited Easement
GV	Gas Valve	P.O.B.	Point of Beginning
SAN	Sanitary Sewer Line	PC	Point of Curvature
SEPV.	Septic Vent	PG.	Page
T	Telephone Line	PROP	Property Corner
W	Water Line	PT	Point of Tangency
ANT.	Antenna	R/W	Right of Way
B	Barn or Building	RD.	Road
G	Garage	REM.	Remnant
H	House	S.F.	Square Feet
S	Shed	SEC.	Section
C.T.H.	County Trunk Highway	STA.	Station
CORP	Corporation	T.L.E.	Temporary Limited Easement
LLC	Limited Liability Corporation	or TLE	
RR.	Railroad	VOL.	Volume
S.T.H.	State Trunk Highway		

BEGIN RELOCATION ORDER
STA. 13+96.36
 1318.70' NORTH AND 900.69' WEST OF THE SOUTHWEST CORNER OF SECTION 35, T29N, R7E.

END RELOCATION ORDER
STA. 49+15.00
 1314.64' NORTH AND 17.32' WEST OF THE SOUTH QUARTER CORNER OF SECTION 35, T29N, R7E.



TOTAL NET LENGTH OF CENTERLINE = 0.666 MI.

NOTES

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COUNTY COORDINATES, MARATHON COUNTY, NAD 83 (2007) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS AND GRID DISTANCES. GRID DISTANCES MAY BE USED FOR GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4 " X 24" REBAR) AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

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

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. EXCLUDING RIGHT OF WAY LINES, THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ORIGINAL PLAT PREPARED BY

AECOM

Lance J. Habeck

DATE: 9/28/15

REVISION DATE
1-6-16

CITY OF WAUSAU

APPROVED FOR THE CITY OF WAUSAU

DATE: _____ JAMES E. TIPPLE, MAYOR

SCHEDULE OF LANDS & INTERESTS REQUIRED

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

PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	R/W NEW	SO. FT. EXISTING	REQUIRED TOTAL	T.L.E. SQ.FT.
1	4.04	ALAN TOWLE & KEVIN L. TOWLE AS TRUSTEES OF THE MILTON A. TOWLE REVOCABLE TRUST DATED MARCH 19 2012, VENDOR & JESSE TOWLE, PURCHASER	FEE & TLE	3343	-----	3343	4269
2	4.04	MICHAEL L. HANKE	TLE	-----	-----	-----	103
3	4.04	BEE MOUA & MOR VUE	FEE & TLE	100	-----	100	693
4	4.04	DENISE L. EMMERICH	FEE & TLE	2	-----	2	693
5	4.04	STEVEN XIA CHANG & XAI K. CHANG	TLE	-----	-----	-----	538
6	4.04	WEBKO REAL ESTATE, LLC	FEE & TLE	2055	-----	2055	1652
7	4.04	WEBKO REAL ESTATE, LLC	FEE & TLE	1797	-----	1797	1651
8	4.04	CITY OF WAUSAU	FEE & TLE	1763	-----	1763	550
9	4.04	PAUL LAWRENCE	FEE & TLE	1770	-----	1770	3802
10	4.04	DAVID L. LINKE & HOPE A. LINKE	TLE	-----	-----	-----	529
11	4.04	CONNIE M. NIENOW	TLE	-----	-----	-----	537
12	4.04	LOUIS P. KRAUS & PATRICIA J. KRAUS	TLE	-----	-----	-----	533
13	4.04	DALE J. WEINKE	TLE	-----	-----	-----	532
14	4.04	ERVIN H. BIRR & JOANN J. BIRR	TLE	-----	-----	-----	532
15	4.04 & 4.05	HELKE LLC	TLE	-----	-----	-----	532
16	4.05	EMORY D. PAHL & ROSEWITHA PAHL	TLE	-----	-----	-----	534
17	4.05	DIANE STENCIL	TLE	-----	-----	-----	534
18	4.05	CLAUDE N. PASZEK & JUDY M. PASZEK	FEE & TLE	155	-----	155	1526
19	4.05	NICHOLAS A. WEINKE	FEE & TLE	1784	-----	1784	3798
20	4.05	JAMES H. TREU & MARY J. TREU REVOCABLE TRUST OF FEBRUARY 3, 2010	FEE & TLE	1646	-----	1646	1103
21	4.05	JAN W. MUETZEL & SUSAN M. MUETZEL	FEE & TLE	1387	-----	1387	5116
22	4.05	ROGER J. AHO	FEE & TLE	826	-----	826	371
23	4.05	CITY OF WAUSAU	FEE & TLE	2370	-----	2370	536
24	4.05	CHRISTOPHER BARGENDER & JESSICA BARGENDER	FEE & TLE	436	-----	436	484
25	4.05	CHARLENE J. CHRISTIAN	FEE & TLE	322	-----	322	250
26	4.05	GARY HABLE	FEE & TLE	381	-----	381	250
27	4.05	LINDA L. KROENING	FEE & TLE	968	-----	968	482
28	4.06	JOYCE A. KREAGER, TRUSTEE OF THE JOYCE KREAGER REVOCABLE TRUST DATED AUGUST 15, 2002	FEE & TLE	1582	-----	1582	1843
29	4.06	WILFRID J. GUILLAUME, AND HIS SUCCESSOR'S AS TRUSTEE OF THE WILFRID J. GUILLAUME TRUST	FEE & TLE	1934	-----	1934	4901
30	4.06	CLINTON GIBSON & GENA M. GIBSON	FEE & TLE	192	-----	192	194
31	4.06	CITY OF WAUSAU	FEE & TLE	1732	-----	1732	575
32	4.06	CLIFFORD J. HEISER	FEE & TLE	3	-----	3	627
33	4.06	JESS F. KUFAHL	TLE	-----	-----	-----	655

PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	R/W NEW	SO. FT. EXISTING	REQUIRED TOTAL	T.L.E. SQ.FT.
34	4.06	HOLY NAME OF JESUS PARISH	TLE	-----	-----	-----	655
35	4.06	CITY OF WAUSAU	FEE & TLE	985	-----	985	351
36	4.06	THAD THOMAS	FEE & TLE	984	-----	984	2449
37	4.06	KEVIN L. BROWN	FEE & TLE	936	-----	936	1763
38	4.06	REUBEN E. DEHNEL OR EVELYN G. DEHNEL, AS TRUSTEES, OR THEIR SUCCESSOR(S), OF THE DEHNEL REVOCABLE TRUST DATED FEBRUARY 15, 2001	FEE & TLE	1026	-----	1026	1936
39	4.07	CITY OF WAUSAU	FEE & TLE	971	-----	971	324
40	4.07	DEVELOPMENT FIRST, LLC	FEE & TLE	970	-----	970	5857
41	4.07	MATT KOEHLER	FEE & TLE	1935	-----	1935	4892
42	4.07	ABC RENTALS, LLC	TLE	-----	-----	-----	450
43	4.07	JAMES M. ANDERES	TLE	-----	-----	-----	225
44	4.07	JAMES G. ASCHER & AUDREY M. ASCHER	TLE	-----	-----	-----	625
45	4.07	SCOTT L. KOY	TLE	-----	-----	-----	1200
46	4.07	CHAI PA XIONG & MAY YANG VANG	TLE	-----	-----	-----	774
47	4.07	CITY OF WAUSAU	FEE & TLE	1942	-----	1942	625
48	4.07	GERALD L. & JANET C. PATNODE REVOCABLE TRUST	FEE & TLE	969	-----	969	4133
49	4.07	MERLIN C. KRUEGER & PATSY J. KRUEGER	FEE & TLE	969	-----	969	4133
50	4.08	COMPLETE PROPERTIES LLC	FEE & TLE	972	-----	972	4130
51	4.08	ROBERT R. BREDECK	FEE & TLE	972	-----	972	4129
52	4.08	ROBERT R. BREDECK	FEE & TLE	1948	-----	1948	625
53	4.08	HELKE, LLC	TLE	-----	-----	-----	680
54	4.08	JOY & KEVIN'S PROPERTIES, LLC	TLE	-----	-----	-----	655
55	4.08	KENNETH C. SCHAUER & SHARON M. SCHAUER, VENDOR JAMES P. LITZENBERGER II, PURCHASER	TLE	-----	-----	-----	625
56	4.08	EZ & KZ ENTERPRISES LLC	TLE	-----	-----	-----	650
57	4.08	HUNG V. NGUYEN	FEE & TLE	1953	-----	1953	10545
58	4.08	TODD UTECHT & JANET UTECHT	FEE & TLE	1971	-----	1971	3981
59	4.09	RANDY J. SCHULRUD & JEFFERY A. SCHULRUD, AS COTRUSTEES OF THE SCHULRUD FAMILY LEGACY TRUST DATED JANUARY 14, 2014	FEE & TLE	1988	-----	1988	4304
60	4.09	CHRISTOPHER M. PETTERSON & LAURA L. PETTERSON	FEE & TLE	1953	-----	1953	4312
61	4.09	BRIAN SHIDELL D/B/A THOMAS STREET LAUNDROMAT	TLE	-----	-----	-----	275
62	4.09	DAVID JOHN NEWMAN	TLE	-----	-----	-----	199
63	4.09	JEREMY R. LUISIER	TLE	-----	-----	-----	161
64	4.09	UNDERWOOD CHAPEL, LLC	TLE	-----	-----	-----	625
65	4.09	BHAGAVATI, LLC	TLE	-----	-----	-----	381

REVISION DATE 1-6-16	DATE 11-24-15	HWY: THOMAS STREET	COUNTY R/W PROJECT NUMBER	PLAT SHEET 4.02
		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

CITY

OF

WAUSAU

T 29 N

R 7 E

NE - SE

NW - SW

NE - SW

SECTION 34

SECTION 35

SECTION 34

SECTION 35



4

4

REVISION DATE 1-6-16 N.C.	DATE 11-24-15	NOT TO SCALE	HWY: THOMAS STREET	COUNTY R/W PROJECT NUMBER	PLAT SHEET 4.03
			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET

E

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM CROCKER'S ADDITION TO THE TOWN OF STETTIN, THE FIRST ADDITION TO WUNSCH'S ROOSEVELT PARK ADDITION AND WUNSCH'S ROOSEVELT PARK ADDITION.

FROM - TO	BEARING	DISTANCE
2096 - 2097	N05°03'23"E	5.03'
2097 - 2098	SEE R/W CURVE TABLE	
2098 - 2099	SEE R/W CURVE TABLE	
2099 - 532	N89°43'35"E	7.05'
532 - 1784	S00°05'43"E	108.45'
1784 - 2068	S80°03'08"E	50.78'
2068 - 2070	S88°26'37"E	79.58'
2070 - 2071	N89°43'35"E	584.84'
2071 - 2072	S89°43'35"W	60.00'
2072 - 2073	S89°43'35"W	109.87'
2073 - 2074	S89°43'35"W	16.00'
2074 - 2075	S89°43'35"W	110.02'
2075 - 2076	S89°43'35"W	60.00'
2076 - 2077	S89°43'35"W	97.83'
2077 - 2078	N88°26'37"W	12.23'
2078 - 2079	S74°03'31"W	16.63'
2079 - 2080	N88°26'37"W	110.16'
2080 - 2081	N48°53'36"W	53.40'
2081 - 2082	N01°33'23"E	52.46'
2082 - 2083	S89°54'07"W	326.20'

POINT	STATION	OFFSET
532	22+97.76	18.14'
1784	14+44.75	54.41'
2023	14+37.53	34.00'
2024	15+47.69	34.00'
2025	15+63.55	29.00'
2026	15+75.32	29.00'
2027	16+72.69	29.00'
2028	17+32.69	29.00'
2029	18+42.70	29.00'
2030	18+58.70	29.00'
2031	19+68.58	29.00'
2068	14+94.98	47.00'
2070	15+74.56	47.00'
2096	13+96.36	52.46'
2097	13+96.66	57.48'
2098	22+43.15	25.00'
2099	22+95.84	25.00'
2100	13+96.36	0.00'

FROM - TO	BEARING	DISTANCE
532 - 2099	S89°43'35"W	7.05'
2099 - 3178	N13°29'12"E	30.04'
3178 - 532	S00°05'43"E	29.18'

POINT	STATION	OFFSET
662	18+58.57	63.63'
671	19+68.43	63.59'
3094	14+37.98	49.00'
3095	15+48.13	49.00'
3096	15+63.99	44.00'
3097	15+75.32	44.00'
3098	16+72.64	44.00'
3099	17+32.67	34.00'
3100	18+42.69	34.00'
3133	14+94.69	57.00'
3135	15+74.40	57.00'
3178	23+31.17	21.28'
3180	13+74.80	51.59'
3181	22+59.38	84.23'

POINT	Y	X
532	198069.160	275137.608
1784	197960.713	275137.788
2023	197872.531	275128.174
2024	197869.539	275238.295
2025	197874.106	275254.285
2026	197873.774	275266.511
2027	197874.241	275364.340
2028	197874.528	275424.356
2029	197875.054	275534.356
2030	197875.130	275550.356
2031	197875.655	275660.227
2068	197951.941	275187.802
2070	197949.779	275267.356
2096	197960.078	275089.366
2097	197965.087	275089.809
2098	198029.560	275112.962
2099	198069.126	275130.553
2100	197907.636	275087.941

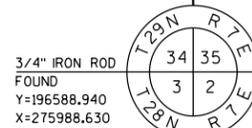
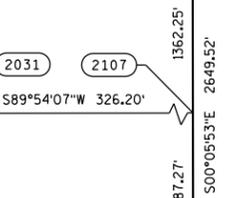
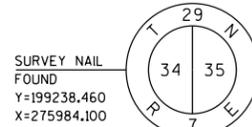
S. 15TH AVE. ALIGNMENT

P.I. = 20+26.46
 Y 197803.252
 X 275100.588
 Δ. = 04°16'05" RT.

P.I. = 22+15.57
 Y 197991.624
 X 275117.254
 Δ. = 29°23'44" RT.
 D. = 52°05'13"
 T. = 28.85'
 L. = 56.43'
 R. = 110.00'

P.I. = 22+87.71
 Y 198052.155
 X 275158.781
 Δ. = 34°23'02" LT.
 T. = 39°47'19"
 L. = 86.42'
 R. = 144.00'

P.I. = 23+89.88
 Y 198157.019
 X 275158.906



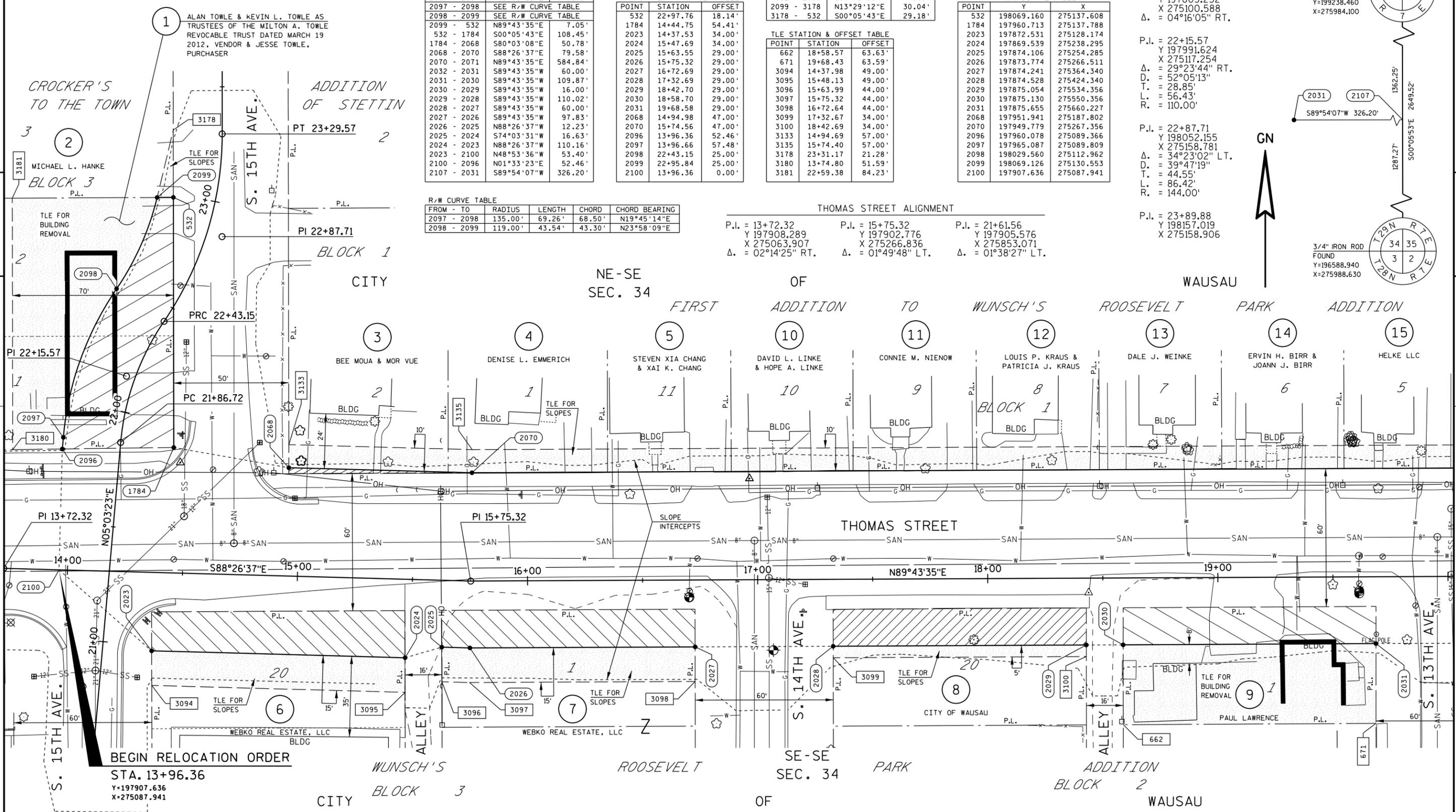
FROM - TO	RADIUS	LENGTH	CHORD	CHORD BEARING
2097 - 2098	135.00'	69.26'	68.50'	N19°45'14"E
2098 - 2099	119.00'	43.54'	43.30'	N23°58'09"E

THOMAS STREET ALIGNMENT

P.I. = 13+72.32
 Y 197908.289
 X 275063.907
 Δ. = 02°14'25" RT.

P.I. = 15+75.32
 Y 197902.776
 X 275266.836
 Δ. = 01°49'48" LT.

P.I. = 21+61.56
 Y 197905.576
 X 275853.071
 Δ. = 01°38'27" LT.



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.04
	GRID FACTOR N/A		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

R/W COORDINATE TABLE		
POINT	Y	X
430	197896.760	276299.844
982	197957.140	276299.791
2032	197875.941	275720.227
2033	197876.467	275830.257
2034	197876.543	275846.257
2035	197876.579	275853.624
2036	197880.017	275956.494
2037	197882.038	276016.948
2038	197886.565	276152.405
2039	197886.967	276164.405
2043	197888.002	276195.371
2048	197866.764	276268.722
2049	197855.855	276282.084
2051	197799.276	276300.000
2071	197952.573	275852.185
2072	197956.053	275956.293
2073	197958.058	276016.289
2078	197966.508	276269.072
2091	197970.910	276288.794
2092	197984.597	276299.744

R/W CURVE TABLE				
FROM - TO	RADIUS	LENGTH	CHORD	CHORD BEARING
2091 - 2092	14.00'	18.94'	17.53'	N38°39'35"E
2051 - 2049	168.90'	59.66'	59.35'	N17°34'14"W
2049 - 2048	22.00'	17.73'	17.25'	N50°46'15"W

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM THE FIRST ADDITION TO WUNSCH'S ROOSEVELT PARK ADDITION, WUNSCH'S ROOSEVELT PARK ADDITION, A.R. HOLUB'S ADDITION, CSM 2557 AND GOVERNMENT LAND LINES.

R/W COURSE TABLE		
FROM - TO	BEARING	DISTANCE
2070 - 2071	N89°43'35"E	584.84'
2071 - 2072	N88°05'08"E	104.17'
2072 - 2108	N88°05'08"E	30.02'
2108 - 2073	N88°05'08"E	30.02'
2073 - 2078	N88°05'08"E	252.92'
2078 - 2091	N77°25'03"E	20.21'
2091 - 2092	SEE R/W CURVE TABLE	
2092 - 982	S00°05'53"E	27.46'
982 - 430	S00°03'00"E	60.38'
430 - 2051	S00°05'30"E	97.48'
2051 - 2049	SEE R/W CURVE TABLE	
2049 - 2048	SEE R/W CURVE TABLE	
2048 - 2043	N73°51'08"W	76.36'
2043 - 2039	S88°05'08"W	30.98'
2039 - 2038	S88°05'08"W	12.01'
2038 - 2037	S88°05'08"W	135.53'
2037 - 2109	S88°05'08"W	30.54'
2109 - 2036	S88°05'08"W	29.94'
2036 - 2035	S88°05'08"W	102.93'
2035 - 2034	S89°43'35"W	7.37'
2034 - 2033	S89°43'35"W	16.00'
2033 - 2032	S89°43'35"W	110.03'
2032 - 2031	S89°43'35"W	60.00'
2051 - 2052	N73°38'47"E	62.50'
2092 - 2094	N87°37'26"E	60.05'

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
430	26+07.79	23.74'
982	26+09.75	36.61'
2032	20+28.58	29.00'
2033	21+38.61	29.00'
2034	21+54.61	29.00'
2035	21+61.56	29.00'
2036	22+64.07	29.00'
2037	23+24.56	29.00'
2038	24+60.09	29.00'
2039	24+72.10	29.00'
2043	25+03.08	29.00'
2048	25+75.68	52.68'
2049	25+88.67	64.03'
2051	26+04.69	121.17'
2071	21+62.25	47.00'
2072	22+66.41	47.00'
2073	23+26.44	47.00'
2078	25+79.36	47.00'
2091	25+99.22	50.74'
2092	26+10.62	64.06'

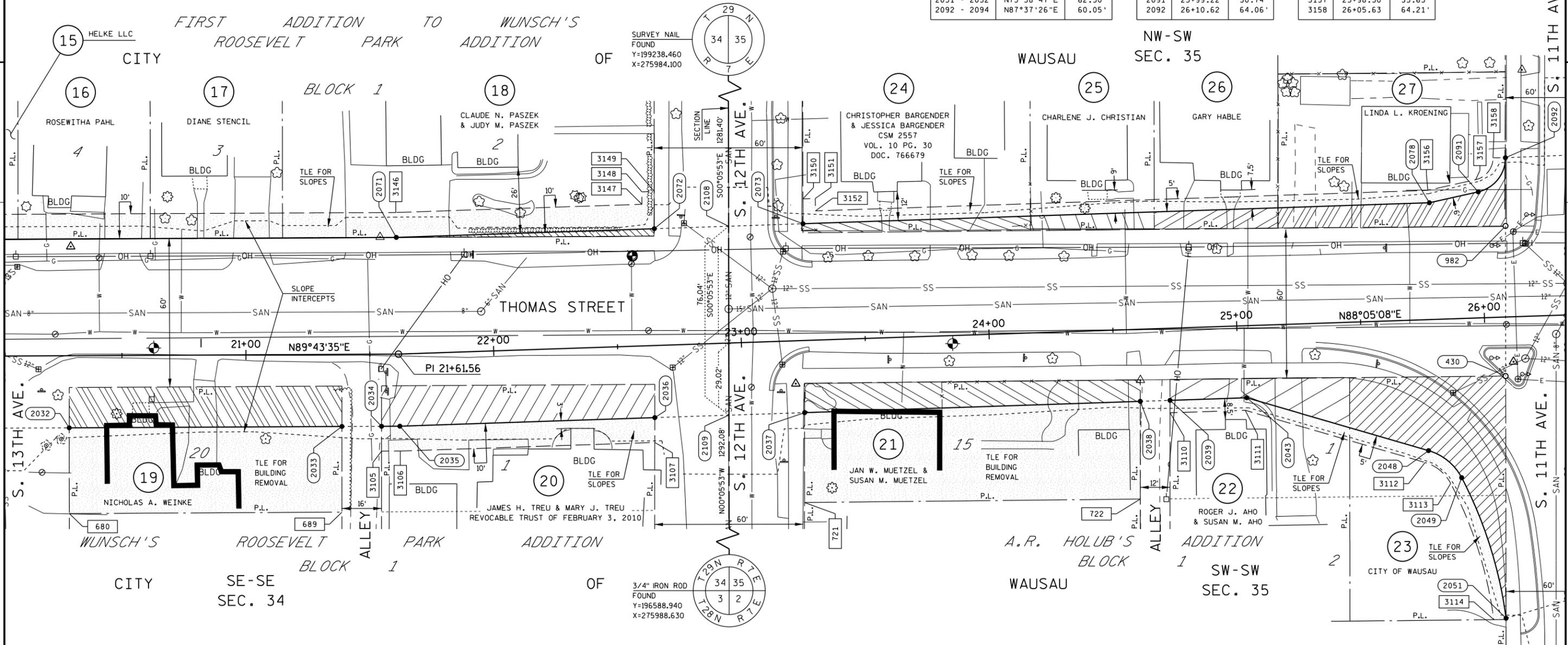
TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
680	20+28.43	63.56'
689	21+38.44	63.49'
721	23+23.29	65.18'
722	24+58.78	68.31'
3105	21+54.56	39.00'
3106	21+61.56	39.00'
3107	22+63.73	39.00'
3110	24+71.93	34.00'
3111	25+02.29	34.00'
3112	25+74.13	57.43'
3113	25+84.17	66.20'
3114	25+99.70	121.57'
3146	21+62.39	57.00'
3147	22+61.73	57.00'
3148	22+61.88	62.00'
3149	22+66.89	62.00'
3150	23+26.76	57.00'
3151	23+31.76	57.00'
3152	23+31.60	52.00'
3156	25+78.90	52.00'
3157	25+98.30	55.65'
3158	26+05.63	64.21'

THOMAS STREET ALIGNMENT

P.I. = 15+75.32	P.I. = 21+61.56	P.I. = 28+12.46
Y 197902.776	Y 197905.576	Y 197927.321
X 275266.836	X 275853.071	X 276503.602
Δ = 01°49'48" LT.	Δ = 01°38'27" LT.	Δ = 01°28'07" RT.

NE-SE
SEC. 34

NW-SW
SEC. 35



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.05
GRID FACTOR N/A			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM J.H. KOEHLER'S ADDITION AND A. A. BOCK'S LAKE PARK ADDITION.

FROM - TO	RADIUS	LENGTH	CHORD	CHORD BEARING
2094 - 2095	17.00'	27.24'	24.42'	S46°00'22"E
2059 - 2058	120.00'	64.01'	63.25'	S72°48'17"W
2058 - 2061	27.00'	15.78'	15.56'	S40°46'39"W

POINT	STATION	OFFSET
311	29+11.72	87.73'
1085	26+71.53	91.76'
1121	27+94.04	88.42'
1159	30+92.14	87.69'
1746	30+31.93	87.66'
1748	31+04.44	77.69'
1749	32+24.46	77.74'
1751	31+61.46	77.71'
3115	26+64.83	117.82'
3116	26+93.30	59.29'
3117	27+01.90	49.98'
3118	27+60.37	34.00'
3119	27+77.63	34.00'
3120	27+89.64	34.00'
3121	28+03.75	34.00'
3122	29+05.92	34.22'

POINT	STATION	OFFSET
3123	29+05.87	39.22'
3124	29+10.87	39.22'
3125	29+70.88	39.22'
3126	29+75.88	39.22'
3127	29+75.92	34.22'
3129	32+17.79	34.24'
3130	32+17.74	39.24'
3131	32+22.74	39.24'
3159	26+86.53	91.35'
3160	26+85.53	60.00'
3162	27+81.04	60.00'
3168	29+71.46	62.00'
3169	29+76.46	62.00'
3170	29+76.36	52.00'
3171	30+31.58	52.00'

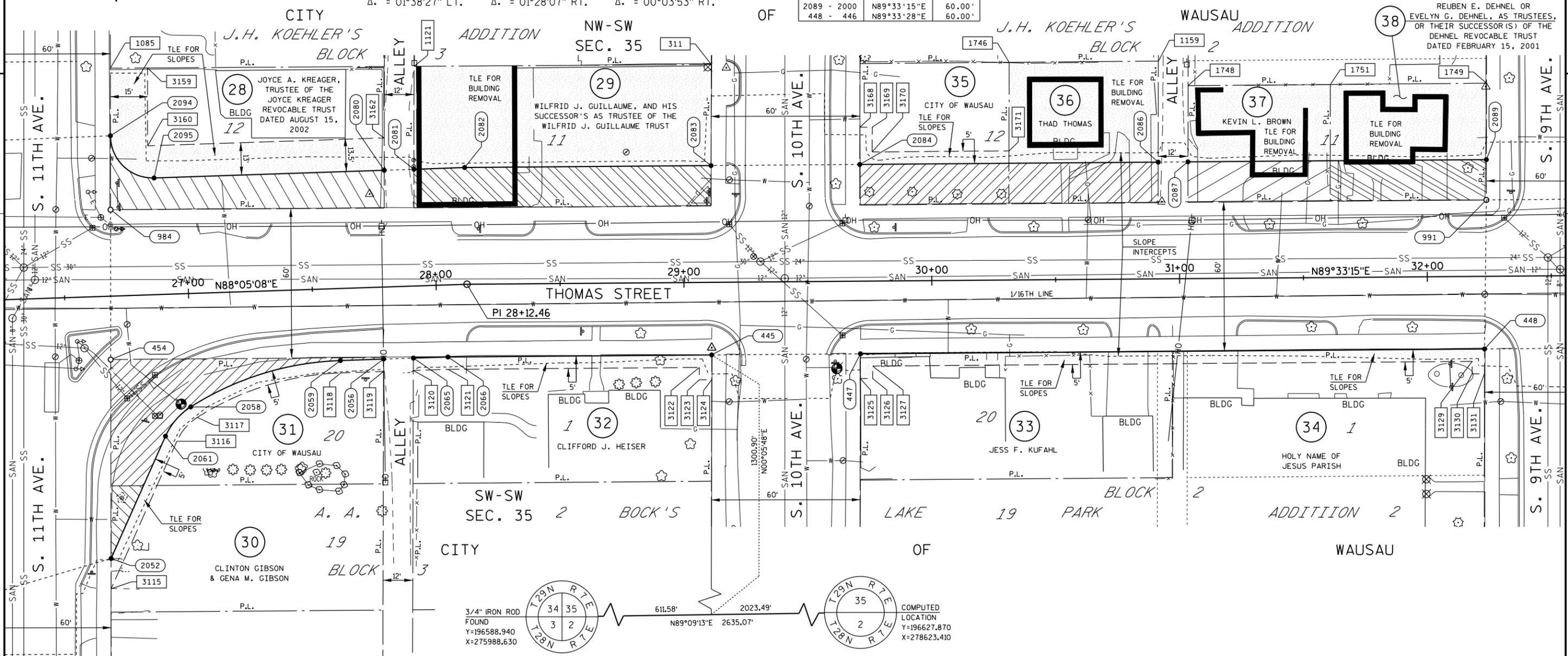
FROM - TO	BEARING	DISTANCE
2094 - 2095	SEE R/W CURVE TABLE	
2095 - 2080	N88°05'08"E	92.93'
2080 - 2081	N88°05'08"E	12.01'
2081 - 2082	N88°05'08"E	20.46'
2082 - 2083	N89°33'15"E	99.45'
2083 - 2084	N89°33'15"E	60.00'
2084 - 2086	N89°33'15"E	120.43'
2086 - 2087	N89°33'15"E	12.00'
2087 - 2089	N89°33'15"E	120.43'
2089 - 991	S00°05'16"W	16.26'
991 - 448	S00°41'26"W	59.99'
448 - 447	S89°33'28"W	251.87'
447 - 445	S89°33'28"W	60.00'
445 - 2066	S89°33'28"W	106.41'
2066 - 2065	S88°05'08"W	13.99'
2065 - 2056	S88°05'08"W	12.01'
2056 - 2059	S88°05'08"W	17.44'
2059 - 2058	SEE R/W CURVE TABLE	
2058 - 2061	SEE R/W CURVE TABLE	
2061 - 2052	S24°01'52"W	53.91'
2052 - 454	N00°05'30"W	80.12'
454 - 984	N00°03'00"W	60.32'
984 - 2094	N00°05'53"W	29.77'
2094 - 2092	S87°37'26"W	60.05'
2092 - 2051	S73°38'47"W	62.50'
2089 - 2000	N89°33'15"E	60.00'
448 - 446	N89°33'28"E	60.00'

POINT	STATION	OFFSET
445	29+10.97	29.22'
447	29+70.97	29.22'
448	32+22.84	29.24'
454	26+67.76	25.50'
984	26+69.73	34.79'
991	32+24.03	30.74'
2052	26+65.22	105.59'
2056	27+77.81	29.00'
2058	26+99.35	45.67'
2059	27+60.37	29.00'
2061	26+88.80	57.11'
2065	27+89.82	29.00'
2066	28+03.81	29.00'
2080	27+80.59	47.00'
2081	27+92.60	47.00'
2082	28+12.46	47.00'
2083	29+11.31	47.00'
2084	29+71.31	47.00'
2086	30+91.74	47.00'
2087	31+03.74	47.00'
2089	32+24.18	47.00'
2094	26+70.67	64.54'
2095	26+87.66	47.00'

POINT	Y	X
445	197898.869	276602.339
447	197899.332	276662.339
448	197901.277	276914.198
454	197896.997	276359.843
984	197957.321	276359.791
991	197961.257	276914.921
2052	197816.874	276359.972
2056	197897.179	276469.949
2058	197877.898	276392.090
2059	197896.597	276452.514
2061	197866.115	276381.927
2065	197897.581	276481.950
2066	197898.048	276495.930
2080	197973.230	276470.188
2081	197973.631	276482.189
2082	197974.314	276502.634
2083	197975.088	276602.085
2084	197975.555	276662.087
2086	197976.492	276782.516
2087	197976.585	276794.516
2089	197977.522	276914.946
2094	197987.087	276359.740
2095	197970.125	276377.308

THOMAS STREET ALIGNMENT

P.I. = 21+61.56 P.I. = 28+12.46 P.I. = 38+77.99
 Y 197905.576 Y 197927.321 Y 197935.610
 X 275853.071 X 276503.602 X 277569.106
 Δ = 01°38'27" LT. Δ = 01°28'07" RT. Δ = 00°03'53" RT.



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.06
GRID FACTOR N/A			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM HILDENSPERGER AND BRAND ADDITION, WISCONSIN VALLEY LAND COMPANY'S FIRST ADDITION AND LOTZ AND BOPF'S FIRST ADDITION.

R/W COURSE TABLE		
FROM - TO	BEARING	DISTANCE
2000 - 2002	N89°33'15"E	119.69'
2002 - 2003	N89°33'15"E	12.00'
2003 - 2001	N89°33'15"E	119.69'
2001 - 2004	N89°33'15"E	60.00'
2004 - 2006	N89°33'15"E	120.04'
2006 - 2007	N89°33'15"E	12.00'
2007 - 2005	N89°33'15"E	120.04'
2005 - 1005	S00°10'16"W	16.13'
1005 - 442	S00°13'12"W	60.00'
442 - 486	S89°32'27"W	120.00'
486 - 485	S89°32'27"W	12.00'
485 - 443	S89°32'27"W	120.00'
443 - 444	S89°35'56"W	60.00'
444 - 466	S89°31'54"W	119.97'
466 - 463	S89°31'54"W	12.00'
463 - 446	S89°31'54"W	119.97'
446 - 990	N00°41'25"E	60.01'
990 - 2000	N00°05'16"E	16.24'
2000 - 2089	S89°33'15"W	60.00'
446 - 448	S89°33'28"W	60.00'
2005 - 2008	N89°35'10"E	60.00'
442 - 468	N89°37'59"E	60.00'

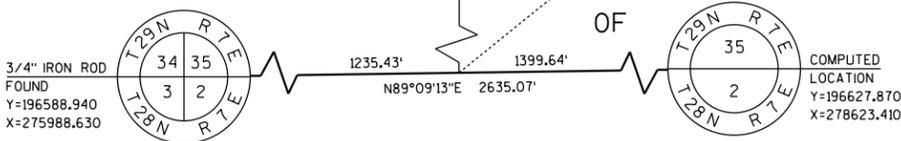
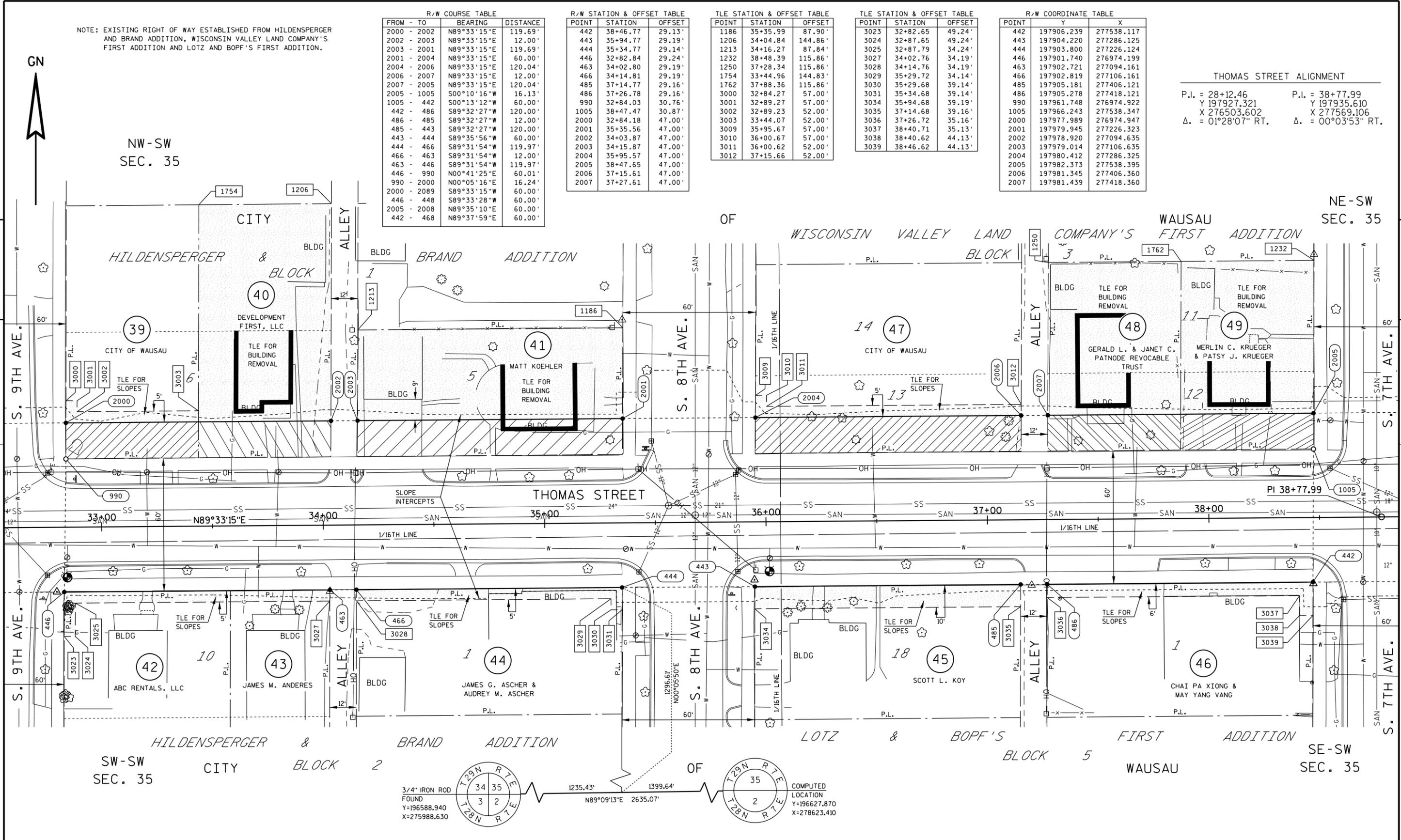
R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
442	38+46.77	29.13'
443	35+94.77	29.19'
444	35+34.77	29.14'
446	32+82.84	29.24'
463	34+02.80	29.19'
466	34+14.81	29.19'
485	37+14.77	29.16'
486	37+26.78	29.16'
990	32+84.03	30.76'
1005	38+47.47	30.87'
2000	32+84.18	47.00'
2001	35+35.56	47.00'
2002	34+03.87	47.00'
2003	34+15.87	47.00'
2004	35+95.57	47.00'
2005	38+47.65	47.00'
2006	37+15.61	47.00'
2007	37+27.61	47.00'

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
1186	35+35.99	87.90'
1206	34+04.84	144.86'
1213	34+16.27	87.84'
1232	38+48.39	115.86'
1250	37+28.34	115.86'
1754	33+44.96	144.83'
1762	37+88.36	115.86'
3000	32+84.27	57.00'
3001	32+89.27	57.00'
3002	32+89.23	52.00'
3003	33+44.07	52.00'
3009	35+95.67	57.00'
3010	36+00.67	57.00'
3011	36+00.62	52.00'
3012	37+15.66	52.00'

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
3023	32+82.65	49.24'
3024	32+87.65	49.24'
3025	32+87.79	34.24'
3027	34+02.76	34.19'
3028	34+14.76	34.19'
3029	35+29.72	34.14'
3030	35+29.68	39.14'
3031	35+34.68	39.14'
3034	35+94.68	39.19'
3035	37+14.68	39.16'
3036	37+26.72	35.16'
3037	38+40.71	35.13'
3038	38+40.62	44.13'
3039	38+46.62	44.13'

R/W COORDINATE TABLE		
POINT	Y	X
442	197906.239	277538.117
443	197904.220	277286.125
444	197903.800	277226.124
446	197901.740	276974.199
463	197902.721	277094.161
466	197902.819	277106.161
485	197905.181	277406.121
486	197905.278	277418.121
990	197961.748	276974.922
1005	197966.243	277538.347
2000	197977.989	276974.947
2001	197979.945	277226.323
2002	197978.920	277094.635
2003	197979.014	277106.635
2004	197980.412	277286.325
2005	197982.373	277538.395
2006	197981.345	277406.360
2007	197981.439	277418.360

THOMAS STREET ALIGNMENT
 P.I. = 28+12.46 P.I. = 38+77.99
 Y 197927.321 Y 197935.610
 X 276503.602 X 277569.106
 Δ = 01°28'07" RT. Δ = 00°03'53" RT.



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.07
	GRID FACTOR N/A		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E



NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM WISCONSIN VALLEY LAND COMPANY'S FIRST ADDITION, LOTZ AND BOPF'S FIRST ADDITION AND J.M. SMITH'S ADDITION.

THOMAS STREET ALIGNMENT

P.I. = 38+77.99 P.O.T. = 50+16.52
 Y 197935.610 Y 197943.181
 X 277569.106 X 278707.610
 Δ = 00°03'53" RT.

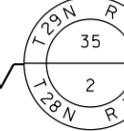
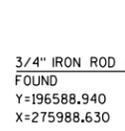
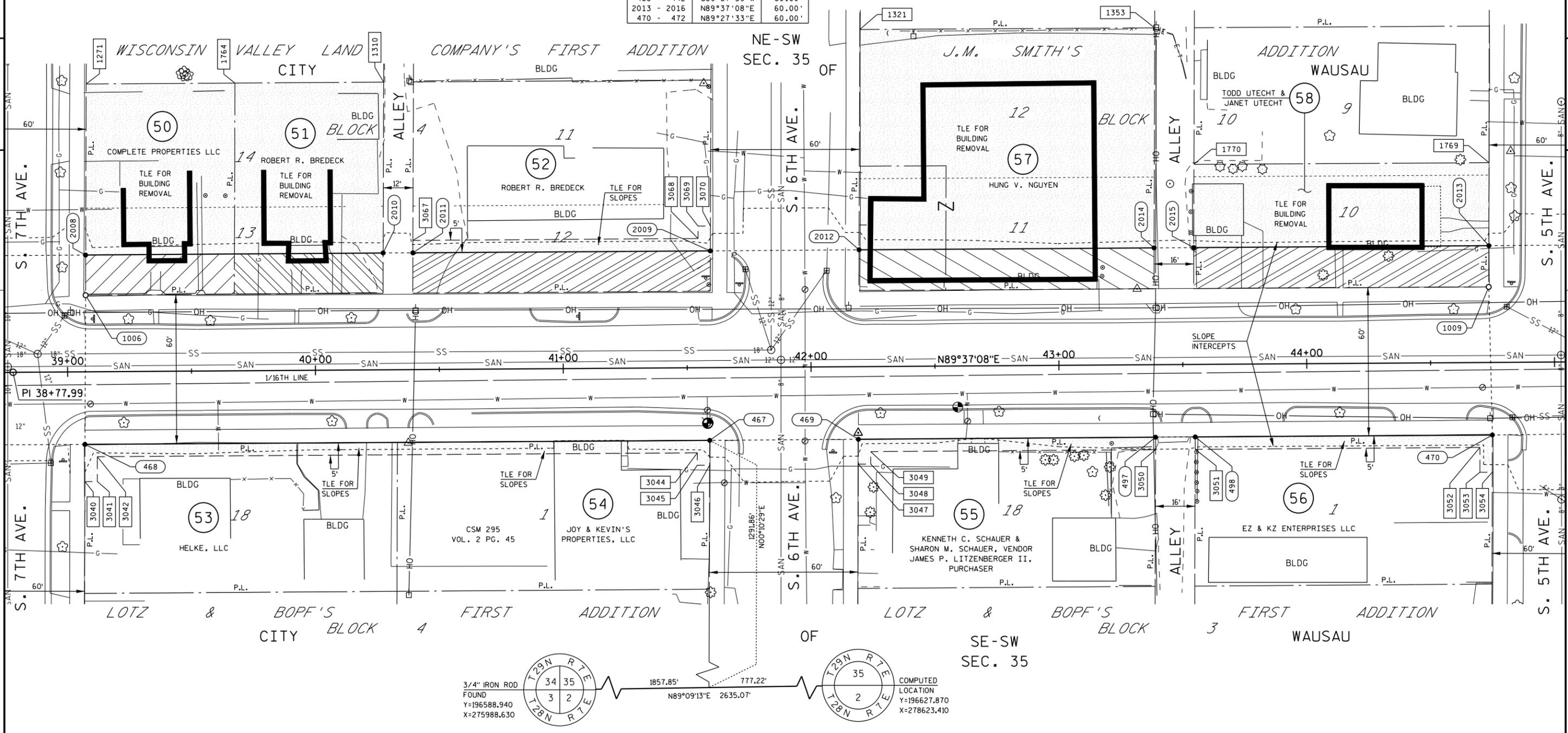
FROM - TO	BEARING	DISTANCE
2008 - 2010	N89°37'08"E	120.04'
2010 - 2011	N89°37'08"E	12.00'
2011 - 2009	N89°37'08"E	120.04'
2009 - 2012	N89°37'08"E	60.00'
2012 - 2014	N89°37'08"E	119.06'
2014 - 2015	N89°37'08"E	16.00'
2015 - 2013	N89°37'08"E	119.06'
2013 - 1009	S00°06'43"W	16.62'
1009 - 470	S01°24'58"E	59.56'
470 - 498	S89°36'20"W	119.91'
498 - 497	S89°36'20"W	16.00'
497 - 469	S89°36'20"W	119.91'
469 - 467	S89°36'34"W	60.00'
467 - 468	S89°37'59"W	252.10'
468 - 1006	N00°13'13"E	60.00'
1006 - 2008	N00°10'16"E	16.18'
2008 - 2005	S89°35'10"W	60.00'
468 - 442	S89°37'59"W	60.00'
2013 - 2016	N89°37'08"E	60.00'
470 - 472	N89°27'33"E	60.00'

POINT	STATION	OFFSET
467	41+58.91	29.24'
468	39+06.81	29.18'
469	42+18.91	29.23'
470	44+74.72	29.17'
497	43+38.82	29.20'
498	43+54.82	29.20'
1006	39+07.44	30.82'
1009	44+73.65	30.38'
2008	39+07.60	47.00'
2009	41+59.67	47.00'
2010	40+27.63	47.00'
2011	40+39.63	47.00'
2012	42+19.67	47.00'
2013	44+73.79	47.00'
2014	43+38.73	47.00'
2015	43+54.73	47.00'

POINT	STATION	OFFSET
1271	39+08.26	-115.81'
1310	40+28.31	-115.78'
1321	42+20.56	-135.66'
1353	43+39.55	-135.53'
1764	39+68.28	-115.79'
1769	44+74.08	-80.38'
1770	43+55.04	-80.51'
3040	39+06.68	44.18'
3041	39+11.68	44.18'
3042	39+11.77	34.18'
3044	41+53.81	34.24'
3045	41+53.81	39.24'
3046	41+58.81	39.24'
3047	42+18.81	39.23'

POINT	STATION	OFFSET
3048	42+23.81	39.23'
3049	42+23.86	34.23'
3050	43+38.77	34.20'
3051	43+54.77	34.20'
3052	44+69.68	34.17'
3053	44+69.58	44.17'
3054	44+74.58	44.17'
3063	39+12.74	62.00'
3064	39+12.64	52.00'
3066	40+27.68	52.00'
3067	40+39.68	52.00'
3068	41+54.72	52.00'
3069	41+54.77	57.00'
3070	41+59.77	57.00'

POINT	Y	X
467	197908.239	277850.211
468	197906.624	277598.118
469	197908.648	277910.213
470	197910.409	278166.018
497	197909.473	278030.115
498	197909.584	278046.115
1006	197966.626	277598.349
1009	197969.952	278164.546
2008	197982.806	277598.397
2009	197984.482	277850.467
2010	197983.604	277718.432
2011	197983.684	277730.432
2012	197984.881	277910.469
2013	197986.571	278164.578
2014	197985.673	278029.523
2015	197985.779	278045.524



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.08
GRID FACTOR N/A			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM LOTZ AND BOPF'S FIRST ADDITION AND J.M. SMITH'S ADDITION.

R/W COURSE TABLE		
FROM - TO	BEARING	DISTANCE
2016 - 2018	N89°37'08"E	119.84'
2018 - 2019	N89°37'08"E	16.00'
2019 - 2017	N89°37'08"E	119.32'
2017 - 1015	S75°16'57"E	62.02'
1015 - 2103	N89°35'02"E	66.17'
2103 - 2113	N89°35'02"E	2.92'
2113 - 2114	S00°37'19"E	59.89'
2114 - 2104	S89°37'07"W	3.17'
2104 - 1023	S89°37'07"W	64.42'
1023 - 471	S89°37'07"W	60.00'
471 - 504	S89°37'07"W	119.93'
504 - 503	S89°37'07"W	16.00'
503 - 472	S89°37'07"W	119.93'
472 - 1007	N01°25'21"W	59.33'
1007 - 2016	N00°06'43"E	16.69'
2016 - 2016	N89°37'08"E	60.00'
472 - 470	S89°27'33"W	60.00'

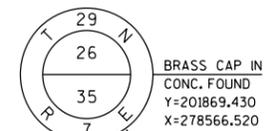
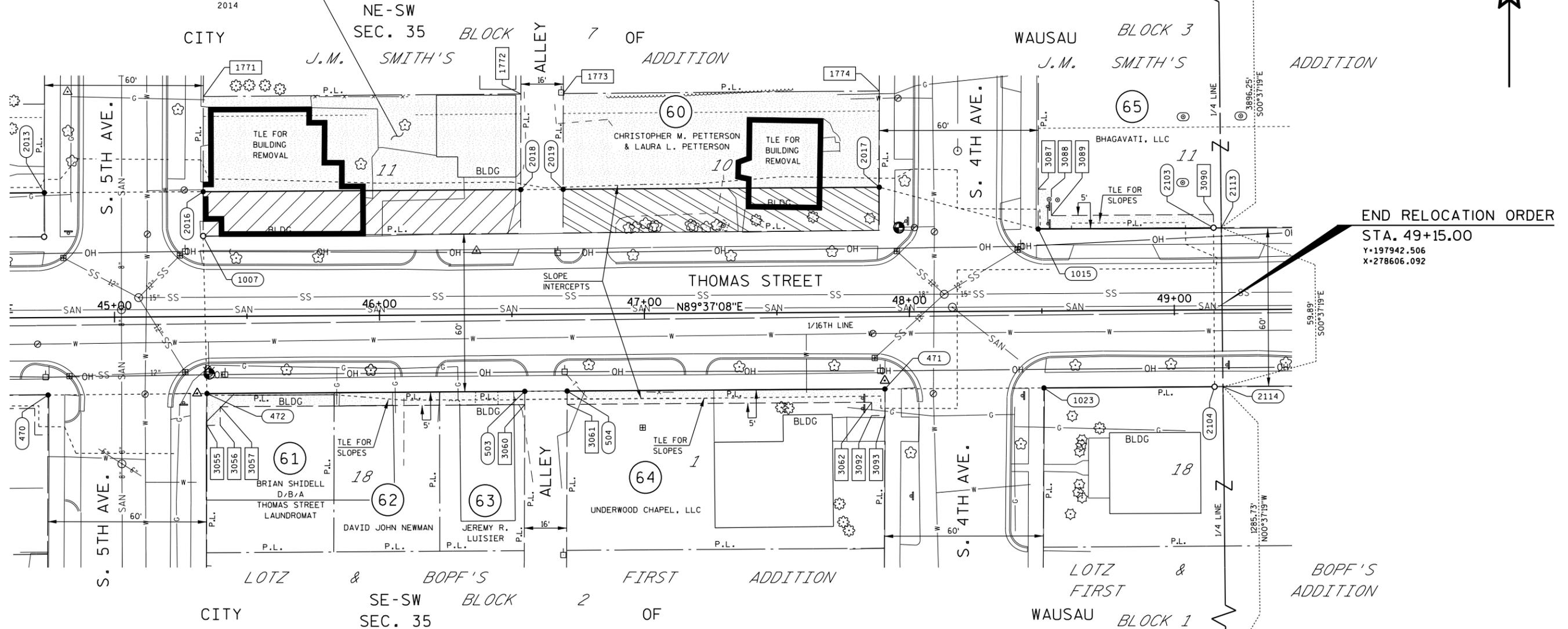
R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
470	44+74.72	29.17'
471	47+90.58	29.00'
472	45+34.73	29.00'
503	46+54.65	29.00'
504	46+70.65	29.00'
1007	45+33.65	30.32'
1015	48+48.83	30.85'
1023	48+50.58	29.00'
2013	44+73.79	47.00'
2016	45+33.79	47.00'
2017	47+88.95	47.00'
2018	46+53.63	47.00'
2019	46+69.63	47.00'
2103	49+15.00	30.89'
2104	49+15.00	29.00'
2113	49+17.92	30.89'
2114	49+18.17	29.00'

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
1771	45+34.10	82.83'
1772	46+53.94	83.01'
1773	46+69.94	83.05'
1774	47+89.23	83.23'
3052	44+69.68	34.17'
3053	44+69.58	44.17'
3054	44+74.58	44.17'
3055	45+34.62	41.00'
3056	45+39.62	41.00'
3057	45+39.68	34.00'
3060	46+54.60	34.00'
3061	46+70.60	34.00'
3062	47+85.53	34.00'
3087	48+48.94	45.85'
3088	48+53.94	45.85'
3089	48+53.87	35.85'
3090	49+15.00	35.89'
3092	47+85.47	39.00'
3093	47+90.47	39.00'

R/W COORDINATE TABLE		
POINT	Y	X
470	197910.409	278166.018
471	197912.679	278481.865
472	197910.976	278226.019
503	197911.774	278345.942
504	197911.881	278361.942
1007	197970.284	278224.547
1015	197972.910	278539.718
1023	197913.079	278541.867
2013	197986.571	278164.578
2016	197986.970	278224.579
2017	197988.667	278479.733
2018	197987.767	278344.414
2019	197987.873	278360.414
2103	197973.391	278605.886
2104	197913.508	278606.285
2113	197973.412	278608.806
2114	197913.529	278609.456

THOMAS STREET ALIGNMENT
 P.I. = 38+77.99 P.O.T. = 50+16.52
 Y 197935.610 Y 197943.181
 X 277569.106 X 278707.610
 Δ = 00°03'53" RT.

RANDY J. SCHULRUD & JEFFERY A. SCHULRUD, AS COTRUSTEES OF THE SCHULRUD FAMILY LEGACY TRUST DATED JANUARY 14, 2014



END RELOCATION ORDER
 STA. 49+15.00
 Y=197942.506
 X=278606.092



REVISION DATE 1-6-19	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.09
GRID FACTOR N/A			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

RELOCATION ORDER

LPA1708 08/2011 (Replaces LPA3006)

Project	Road name 17 TH Avenue - Wisconsin River	Highway Thomas Street	County Marathon
Right of way plat date November 24, 2015	Plat sheet number(s) 4.01 through 4.09	Previously approved Relocation Order date November 24, 2015	

Description of termini of project:

Beginning at a point on the reference line which is 1318.70 feet north and 900.69 feet west of the southwest corner of Section 35, T29N, R7E and ending at a point 1314.64 feet north and 17.32 feet west of the south quarter corner of Section 35, T29N, R7E.

Beginning Coordinates: Y = 197907.636, X = 275087.941, Sta. 13+96.36

Ending Coordinates: Y = 197942.506, X = 278606.092, Sta. 49+15.00

Marathon County Coordinate System - NAD 83 (2007)

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway 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 Sections 62.22 Wisconsin Statutes, the City of Wausau orders that:

1. The said road 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 issued by the: City of Wausau

Mayor

Date

AGENDA ITEM

Discussion and possible action on Amendment #2 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project

BACKGROUND

The real estate acquisition process was broken into two phases. The first phase was for total takings and relocations and second phase is for strip/TLE acquisitions. This Amendment 2 includes additional appraisal costs for 19 total taking parcels. The additional appraisal fees are for the TLE portions of the property that have been added under the revised plat map.

Each of the 19 parcels needs to show a TLE area in order for the City to have access to the site to remove the building, if the owner decides to retain possession of the property not required for the roadway.

FISCAL IMPACT

Increase in the contract amount of \$7,600. Total contract price of \$361,675.

STAFF RECOMMENDATION

Staff recommends approval of Amendment #2 contingent upon review by the City Attorney.

Staff contact: Eric Lindman 715-261-6745

Lori Wunsch

From: Glenn Speich <gspeich@msa-ps.com>
Sent: Tuesday, January 05, 2016 3:11 PM
To: Eric Lindman
Cc: Mike Hinz; Beth Steinhauer; Barb Skibinski
Subject: Appraisal addendum for Thomas Street

I will be submitting an addendum for the cost of appraisals for Phase 1. To be in compliance with the plat the appraisals will need to go from a total take appraisal to a strip taking with severance damages and taking the house and an alternate offer for a total buyout. That should make all of the appraisals in phase 1 the same as the 5 strip takings with a buy out offer. I will have final cost tomorrow but we are looking at Changing the 19 parcels from \$2500 to \$2900 the same as the 5.

If we do not make this change we would not be able to condemn in accordance with the plat. Had Economic development done a resolution under 32.06 for the total buy out then what we had proposed would have worked out.

I will get you the amendment as soon as I can but wanted to let you know so when you do the CISM agenda you can include it.

We have received the fixture appraisals for the 3 commercial properties in phase 1. We should have them reviewed and to you this week. All of the site inspections should be done. The Data book should be ready next week, hopefully in time for the 2nd finance meeting this month.

Do you have the revised plat from AECOM yet???

Glenn J Speich Jr PE RLS
Real Estate Acquisition Specialist
715-216-9392

AGENDA ITEM

Discussion and possible action on the proposed bump out in front of the Grand Theater along North 4th Street

BACKGROUND

The Center for Visual Arts (CVA) is completing an exterior renovation and one of the proposed design considerations is to complete a sidewalk bump out along N. 4th St. (See attached images). The bump out would allow for additional pedestrian space when exiting the CVA and help keep pedestrians out of traffic and parking areas. The bump out would take away two parking spaces along N. 4th St. CVA is proposing to close off a driveway entrance on Scott St. which would create two parking spaces; overall no parking will be lost.

CVA is requesting funding to help pay for the additional sidewalk work, they are asking for a 50/50 match. CVA is going to have REI prepare and provide cost estimates for the work. Once we receive this information we will discuss the possibility of funding with finance.

FISCAL IMPACT

Possible 50/50 match of proposed construction cost.

STAFF RECOMMENDATION

Staff recommends approval of the design concept. Estimates will need to be provided by REI in order to determine if the City is able to contribute to the project; this would need to be approved through finance and council.

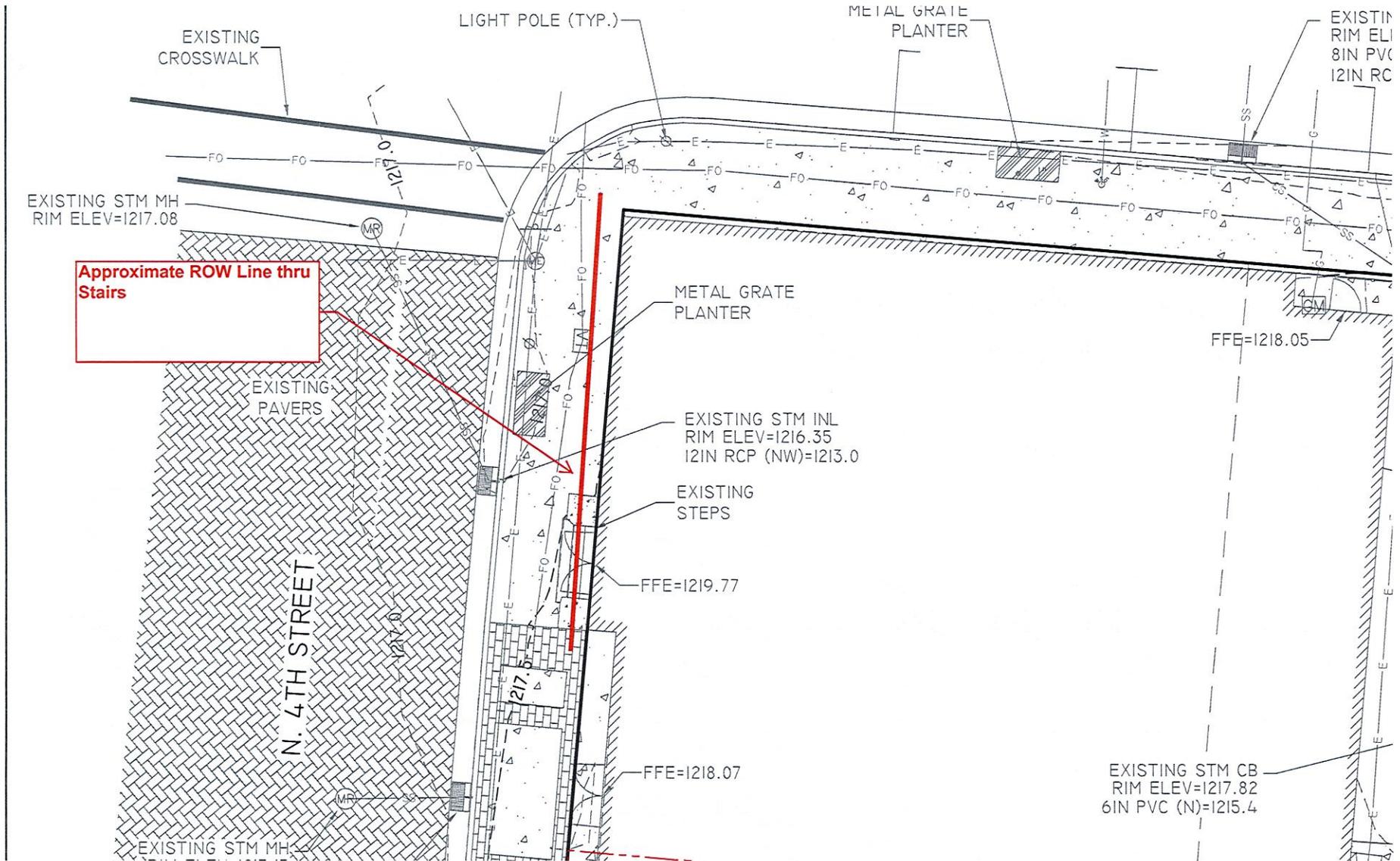
Staff contact: Eric Lindman 715-261-6745

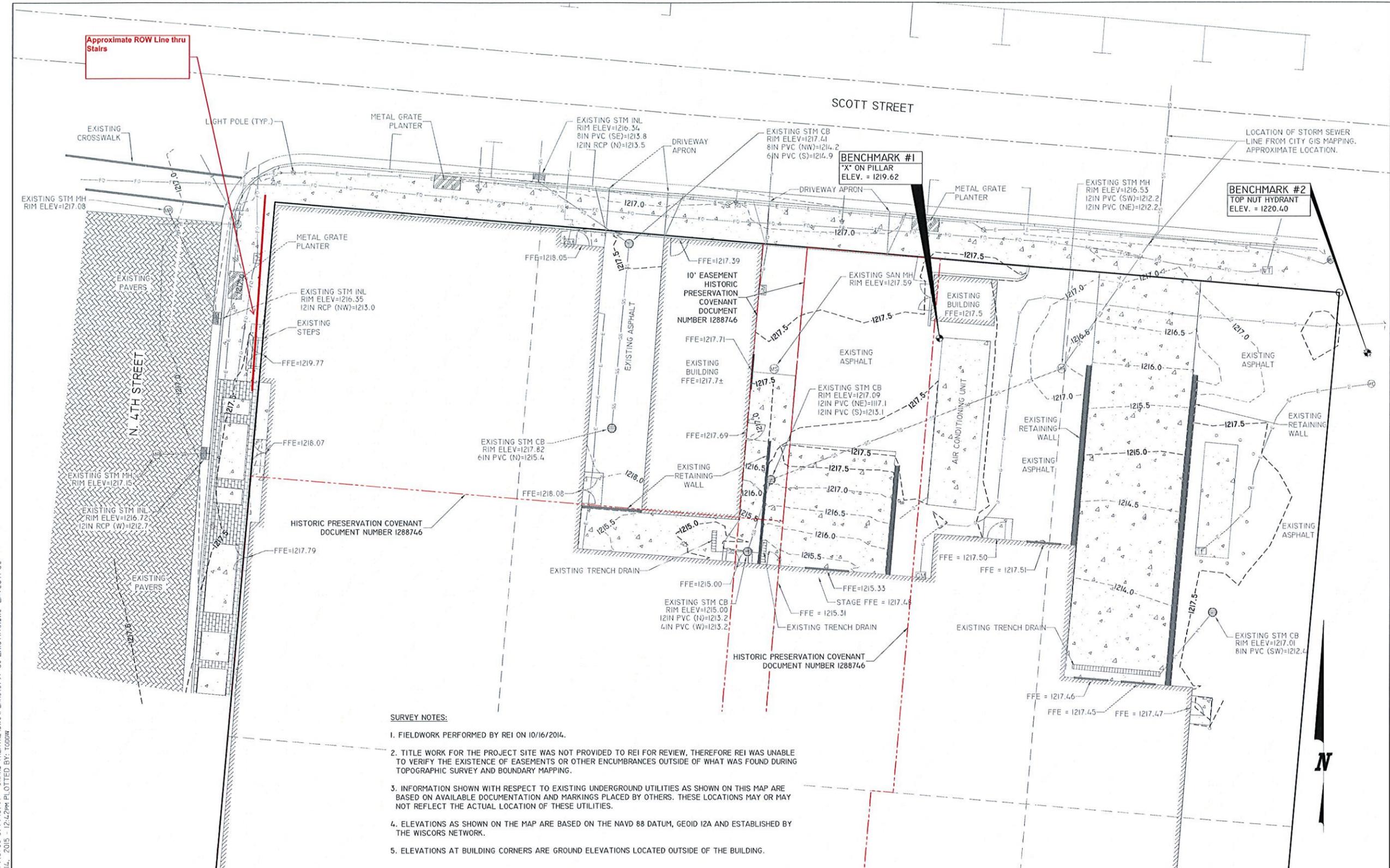
EXISTING



PROPOSED





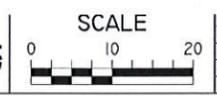


SURVEY NOTES:

1. FIELDWORK PERFORMED BY REI ON 10/16/2014.
2. TITLE WORK FOR THE PROJECT SITE WAS NOT PROVIDED TO REI FOR REVIEW. THEREFORE REI WAS UNABLE TO VERIFY THE EXISTENCE OF EASEMENTS OR OTHER ENCUMBRANCES OUTSIDE OF WHAT WAS FOUND DURING TOPOGRAPHIC SURVEY AND BOUNDARY MAPPING.
3. INFORMATION SHOWN WITH RESPECT TO EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS MAP ARE BASED ON AVAILABLE DOCUMENTATION AND MARKINGS PLACED BY OTHERS. THESE LOCATIONS MAY OR MAY NOT REFLECT THE ACTUAL LOCATION OF THESE UTILITIES.
4. ELEVATIONS AS SHOWN ON THE MAP ARE BASED ON THE NAVD 88 DATUM, GEOID 12A AND ESTABLISHED BY THE WISCORS NETWORK.
5. ELEVATIONS AT BUILDING CORNERS ARE GROUND ELEVATIONS LOCATED OUTSIDE OF THE BUILDING.

DRAWING FILE: P:\16700-6799\16797 - GRAND THEATER\DWG\PLANS\16797-C0-EXISTING.dwg LAYOUT: C0
 PLOTTED: APR 14, 2015 - 12:42PM PLOTTED BY: TDDM

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

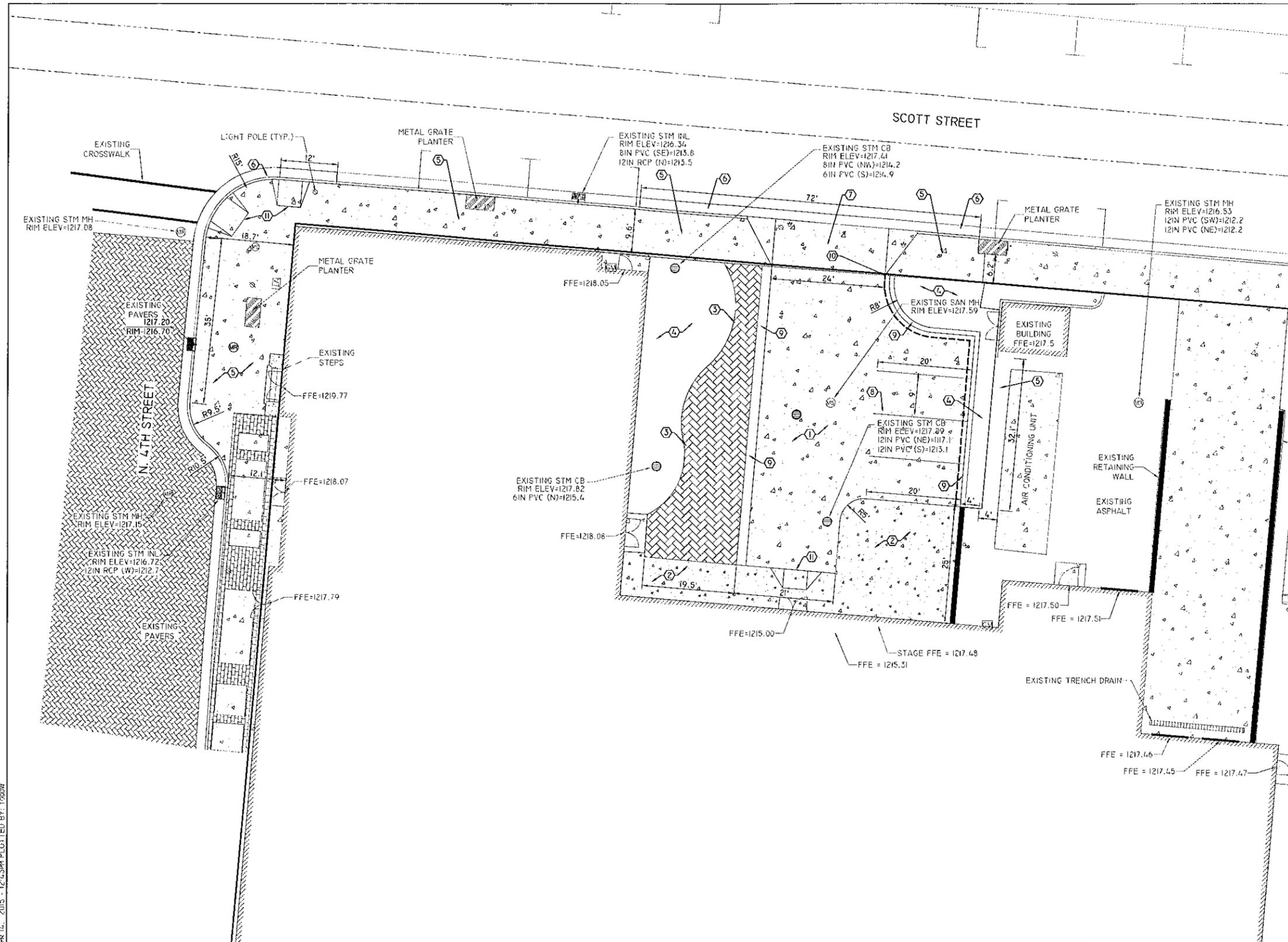


DATE	REVISION	BY	CHK'D

DESIGNED BY: MEM	CHECKED BY: JJB
SURVEYED BY: DRD	APPROVED BY: MEM
DRAWN BY: NAP	DATE: 04/14/15

EXISTING CONDITIONS
 GRAND THEATER CAMPUS
 415 NORTH 4TH STREET
 WAUSAU, WISCONSIN 54403

REI
 REI No. 6797
 SHEET C0



KEYED NOTES

1. CONCRETE PAVEMENT.
2. COLORED CONCRETE SIDEWALK WITH INTEGRAL CURB.
3. BRICK PAVERS. CONFIRM COLOR AND MATERIAL WITH OWNER.
4. LANDSCAPED AREA. SEE LANDSCAPE PLAN BY OTHERS.
5. 4" CONCRETE SIDEWALK.
6. 30" CURB AND GUTTER.
7. CONCRETE DRIVEWAY APRON.
8. PAVEMENT MARKING.
9. 24" RIBBON CURB.
10. CURB TERMINATION.
11. CURB RAMP.

NOTES:

(A) ALL DIMENSIONS ARE TO THE BACK OF CURB OR FACE OF INTEGRAL CURB, UNLESS OTHERWISE NOTED.

(B) PRIVATE UTILITY COORDINATION INCLUDING GAS, ELECTRIC, AND TELECOMMUNICATIONS SHALL BE COORDINATED BY THE CONTRACTOR.



DRAWING FILE: P:\6700-6799\6797 - GRAND THEATER CAMPUS\PLANS\6797-CI-SITE.DWG LAYOUT: CI
 PLOTTED: APR 14, 2015 - 12:43PM PLOTTED BY: T99DW

REI Engineering, Inc.
 4080 N. 20th Avenue
 WAUSAU, WISCONSIN 54401
 PHONE: 715.675.9784 FAX: 715.675.4060
 EMAIL: MAIL@REIENGINEERING.COM

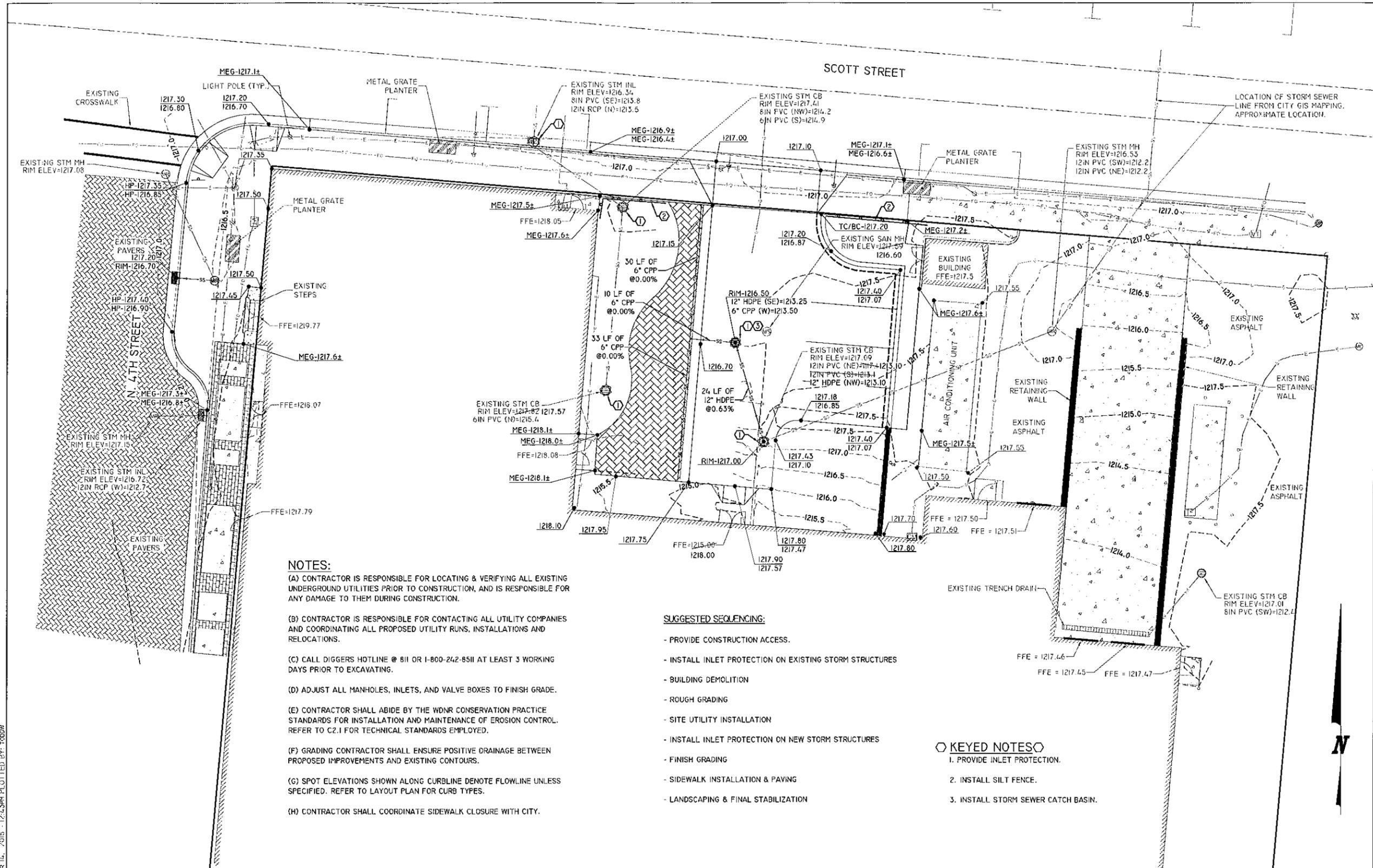


DATE	REVISION	BY	CHK'D

DESIGNED BY: MEM	CHECKED BY: JJB
SURVEYED BY: DRD	APPROVED BY: MEM
DRAWN BY: NAP	DATE: 04/14/15

SITE PLAN
 GRAND THEATER CAMPUS
 415 NORTH 4TH STREET
 WAUSAU, WISCONSIN 54403

REI
 REI No. 6797
 SHEET CI



- NOTES:**
- (A) CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
 - (B) CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND COORDINATING ALL PROPOSED UTILITY RUNS, INSTALLATIONS AND RELOCATIONS.
 - (C) CALL DIGGERS HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.
 - (D) ADJUST ALL MANHOLES, INLETS, AND VALVE BOXES TO FINISH GRADE.
 - (E) CONTRACTOR SHALL ABIDE BY THE WDNR CONSERVATION PRACTICE STANDARDS FOR INSTALLATION AND MAINTENANCE OF EROSION CONTROL. REFER TO C2.1 FOR TECHNICAL STANDARDS EMPLOYED.
 - (F) GRADING CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE BETWEEN PROPOSED IMPROVEMENTS AND EXISTING CONTOURS.
 - (G) SPOT ELEVATIONS SHOWN ALONG CURBLINE DENOTE FLOWLINE UNLESS SPECIFIED. REFER TO LAYOUT PLAN FOR CURB TYPES.
 - (H) CONTRACTOR SHALL COORDINATE SIDEWALK CLOSURE WITH CITY.

- SUGGESTED SEQUENCING:**
- PROVIDE CONSTRUCTION ACCESS.
 - INSTALL INLET PROTECTION ON EXISTING STORM STRUCTURES
 - BUILDING DEMOLITION
 - ROUGH GRADING
 - SITE UTILITY INSTALLATION
 - INSTALL INLET PROTECTION ON NEW STORM STRUCTURES
 - FINISH GRADING
 - SIDEWALK INSTALLATION & PAVING
 - LANDSCAPING & FINAL STABILIZATION

- KEYED NOTES**
- 1. PROVIDE INLET PROTECTION.
 - 2. INSTALL SILT FENCE.
 - 3. INSTALL STORM SEWER CATCH BASIN.



DRAWING FILE: P:\6700-6799\6797 - Grand Theater\DWG\PLANS\6797-C2-GRADING.dwg LAYOUT: C2
 PLOTTED: APR 14, 2015 12:43PM PLOTTED BY: T0899

AGENDA ITEM
<p>Discussion and possible action on an Easement Agreement for the encroachment of the exterior stairs of the Grand Theater onto City right-of-way along North 4th Street.</p>
BACKGROUND
<p>The Center for Visual Arts (CVA) is completing an exterior renovation and a portion of this renovation includes the stairs located on the west side of the building along N. 4th St. The footprint of these stairs is not changing but because they are within the ROW and encroach on the City sidewalk an encroachment agreement will need to be prepared.</p> <p>The City provided an example of an agreement to CVA for them to review the standard language of the agreement (attached). The City will prepare the agreement through the City Attorney Office and will bring the final agreement to the council for approval.</p>
FISCAL IMPACT
<p>None</p>
STAFF RECOMMENDATION
<p>Staff recommends completing the agreement and bringing it to Council for approval. Once approved the agreement will be signed by City and CVA in conjunction with the project.</p>
<p>Staff contact: Eric Lindman 715-261-6745</p>

EASEMENT EXAMPLE

Document No.

EASEMENT AGREEMENT

Document Title



DOC # 1660247

THIS AGREEMENT, made this 23rd day of October, 2013, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as "CITY", and Catherine L. Birkenmeier, the owner of land in the City of Wausau adjacent to the street right-of-way which is the subject of this easement, hereinafter referred to as "OWNER";

Michael J. Sydow

WITNESSETH:

WHEREAS, OWNER owns the property known as 3002 North 7th Street in the City of Wausau, and OWNER has requested that CITY grant to them permission by easement to locate a retaining wall within the Parcher Street right-of-way; and

WHEREAS, CITY is willing to permit this encroachment upon certain terms and conditions, including hold harmless and insurance provisions; and

WHEREAS, the area encompassed by this easement is described as follows:

Recording Area

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

Chg 30.00

PIN: 37.291.2907.243.0970

Part of Government Lot 2, Section 24, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the North right-of-way of Parcher Street and the West right-of-way of North 7th Street; thence West, along said North right-of-way, 60 feet to the point of beginning;

Thence continuing West, along said North right-of-way, 50 feet; thence South, perpendicular to said North right-of-way, 11 feet; thence East, parallel to said North right-of-way, 50 feet; thence North, perpendicular to said North right-of-way, 11 feet to the point of beginning.

MAP SITE PLAN

NOW THEREFORE, the parties hereto agree as follows:

- 1. CITY grants to OWNER an easement in the Parcher Street right-of-way adjacent to 3002 North 7th Street for the purpose of maintaining a retaining wall within the Parcher Street right-of-way.
2. OWNER shall maintain liability insurance coverage for their operations on and activities at their location including the easement area, which insurance shall be suitable to CITY and in an amount not less than one million dollars. CITY shall be named as an additional insured on the policy. OWNER shall increase these insurance limits upon request of the CITY.
3. OWNER agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or on the adjacent premises owned by

EASEMENT EXAMPLE

OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

- 4. OWNER agrees to release CITY, its employees, agents, officers and officials, whether appointed, hired or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or any adjacent premises owned by OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
- 5. This agreement and all of its provisions, with the exception of the continuing insurance, hold harmless, and release provisions, which shall continue and survive as required by CITY, shall terminate and become null and void, and the retaining wall shall be removed by OWNER at their expense within thirty (30) days of notice by CITY. Such removal can be ordered by CITY, at its sole option, for any reason.
- 6. The terms of this agreement are transferrable by OWNER; however, CITY must be given notice, in writing, of any transfer.

30
Days

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

CITY OF WAUSAU BY:

James E. Tipple
 James E. Tipple, Mayor

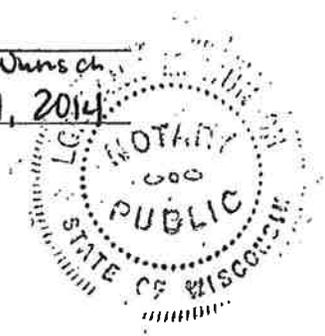
Toni Rayala
 Toni Rayala, Clerk

Catherine L. Birkenmeier
 Catherine L. Birkenmeier

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 23rd day of October, 2013, the above named James E. Tipple, Mayor, and Toni Rayala, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lori Ann M. Wunsch
 Notary Public, Wisconsin Lori Ann M. Wunsch
 My commission expires: March 9, 2014



DOC# 1660247
 FILED OCT 2 3

AGENDA ITEM

Discussion and possible action on preliminary traffic calming measures for Kent Street from Grand Avenue to Zimmerman Street

BACKGROUND

On December 21, City staff provided a presentation on the proposed Kent Street improvements to the Southeast Side Neighborhood Group. The purpose of the presentation was to gain input and comment on the proposed curb bump-outs and the planned roadway width from Zimmerman to Emerson Street. The existing roadway width is 37-feet from back of curb to back of curb. Staff is proposing a 33-foot roadway in an attempt to reduce impacts to mature boulevard trees, lower construction costs and future maintenance efforts. A 33-foot roadway width will accommodate parking on both sides of the street.

In summary, the majority of those that attended the meeting were not in favor of the curb bump-outs. The comments received at the December 21st meeting will be discussed in further detail at the CISM meeting.

Based on input received from the public, staff has limited the use of bump-outs on the project to the intersection of Lamont and Kent Street. See attached exhibits. For safety reasons, staff feels the bump-out is warranted at the intersection and marked school crossing. Staff has reviewed other methods and devices to slow traffic; however, due to the conditions on Kent Street none appeared to be a good fit.

FISCAL IMPACT

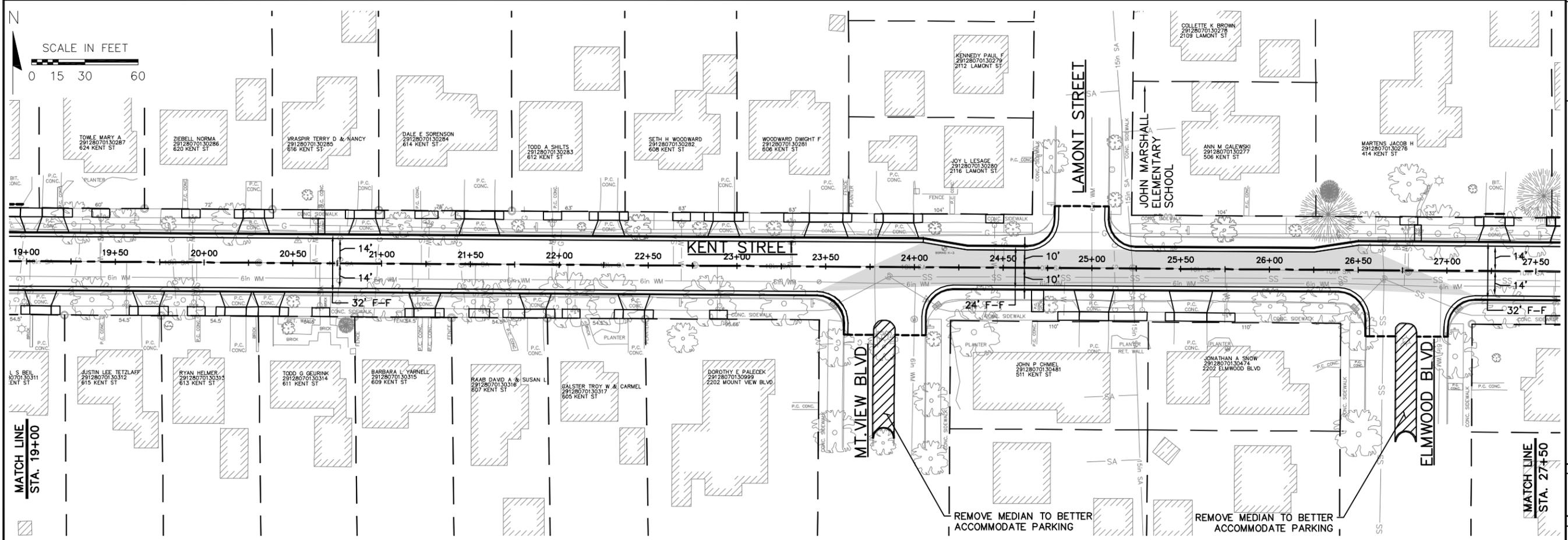
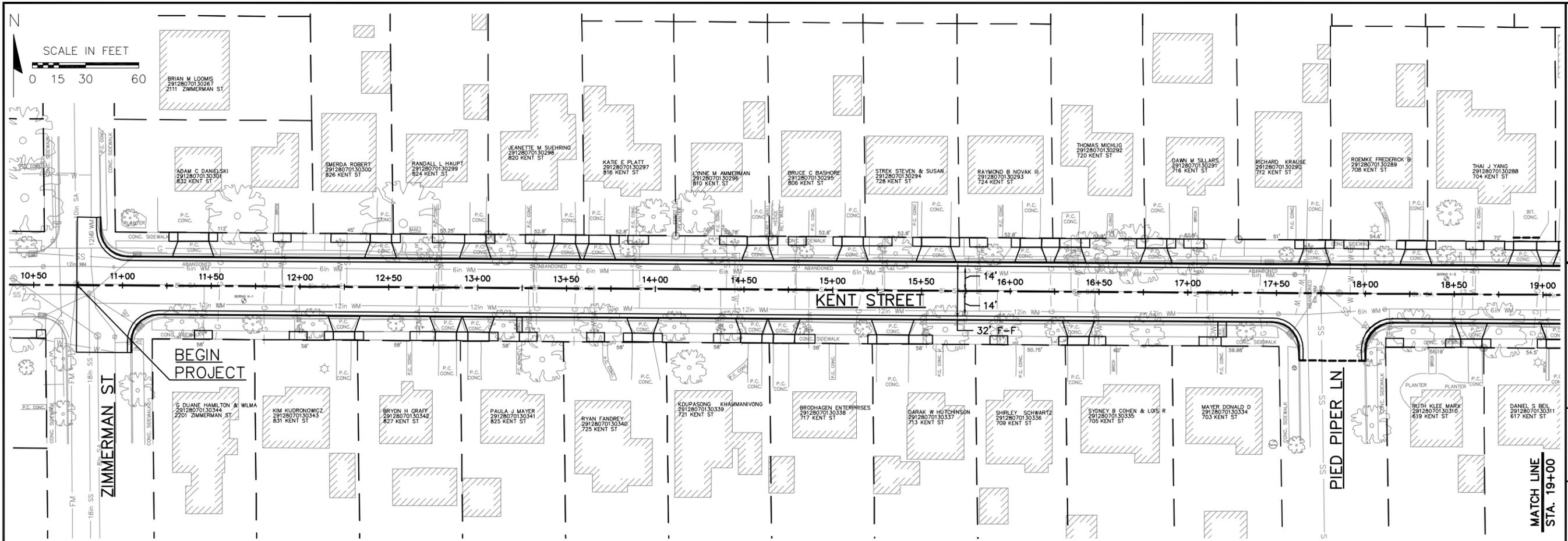
The narrow roadway at Lamont Street will slightly reduce construction costs.

STAFF RECOMMENDATION

The decision to move forward with the revised layout will be based on input received from CISM Committee members and the public.

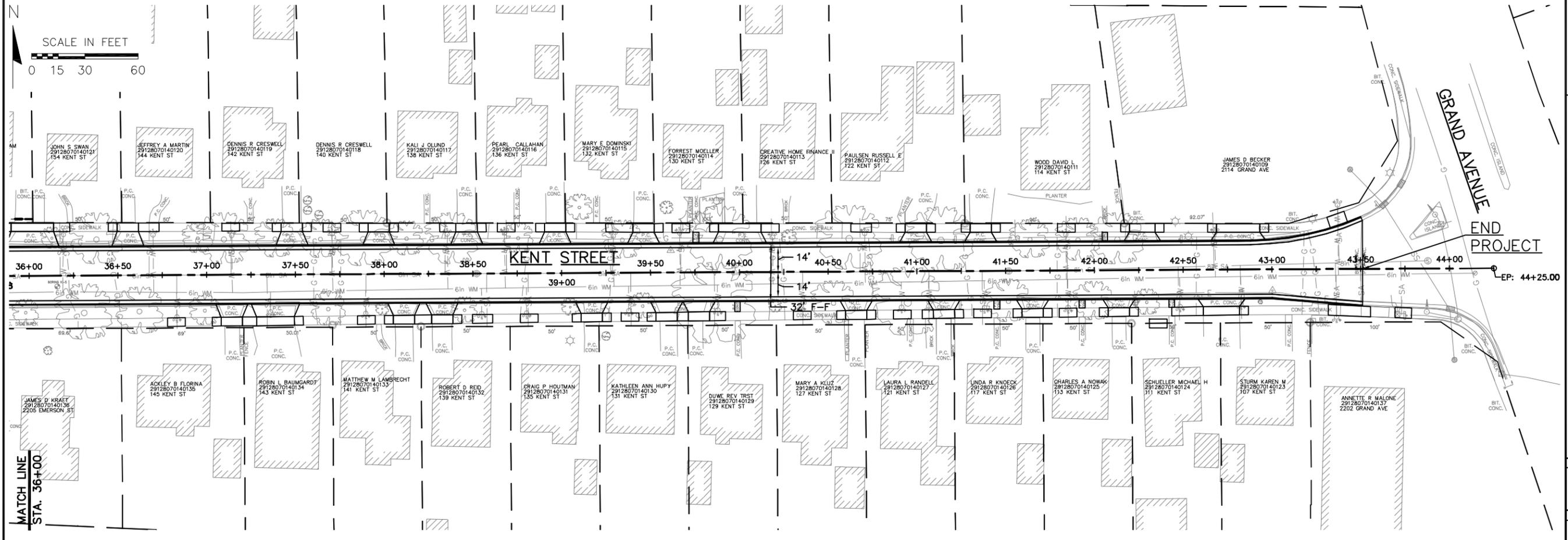
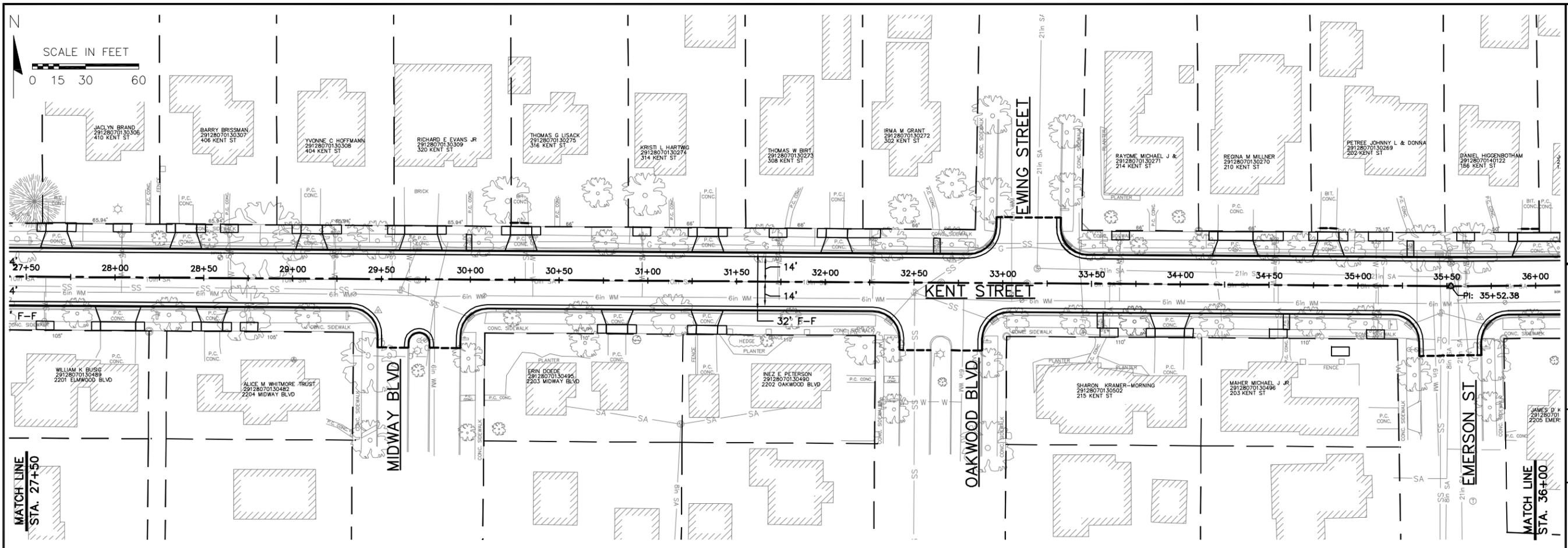
Staff contact: Sean Gehin 715-261-6748

DWG FILE NAME: O:\Engineering\DWG\PROJ\0939\DWG\0939_Kent_L&G_CISM.dwg, 1/6/2016 10:05:46 AM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



ISSUED FOR	REVISIONS
PRELIMINARY	J.D.VANBOXEL
REVIEW/APPROVAL	
BIDDING/CONST.	
REC. REF. DWG.	
OFFICE USE	
DATE	12/28/2015
SURVEYED BY: ENG. DEPT.	
FIELD BOOK NO.	
DESIGNED BY: S.J. GEHIN	
DRAWN BY: J.D. VANBOXEL	
APPROVED BY: A.M. WESOLOWSKI	
POINT FILE:	

DWG FILE NAME: O:\Engineering\DWG\PROJ\0939\DWG\0939_Kent_L&G_CISM.dwg, 1/6/2016 10:07:48 AM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI 54403-4788 (715) 261-6740 FAX (715) 261-6759	
Wausau <small>WATER</small>	
SURVEYED BY: ENG. DEPT. FIELD BOOK NO. PG. DESIGNED BY: S.JOEHN DRAWN BY: J.D.VANBOXEL APPROVED BY: A.M.WESOLOWSKI POINT FILE:	REVISIONS J.D.VANBOXEL
DATE 12/28/2015	ISSUED FOR PRELIMINARY REVIEW/APPROVAL BIDDING/CONST. REC. REF. DWG. OFFICE USE
KENT STREET ZIMMERMAN STREET - GRAND AVENUE PROPOSED LAYOUT 2016 STREET IMPROVEMENT PROJECT "C"	
SHEET NO. 2 OF 2 SHEETS FILE NUMBER 15-12-28	

AGENDA ITEM
Discussion and possible action on Temporary Limited Easement and Donation-Waiver of Appraisal for Project ID 6999-03-28, Parcel ID 291-2907-264-0991, 401 S. 1 st Avenue
BACKGROUND
The Wisconsin DOT will be overlaying and constructing spot improvements on Stewart Avenue from 1 st Avenue to 12 th Avenue this summer. As part of this project, the WDOT has developed transportation project plat (TPP) 6999-03-28 which is attached for reference. CISM and Council have previously approved the TPP. Parcel 14 on the TPP is a City-owned parcel. The WDOT is requesting a temporary limited easement from the City on this parcel and they are requesting the City waive the \$800 fee by signing the Donation Form.
FISCAL IMPACT
The fiscal impact to signing the donation would be \$800.
STAFF RECOMMENDATION
Staff recommends approval of the Temporary Limited Easement and approval of the Donation Waiver of Appraisal.
Staff contact: Allen Wesolowski 715-261-6762

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **City of Wausau** GRANTOR, conveys a temporary limited easement as described below to the **City of Wausau**, GRANTEE, for the sum of **eight hundred dollars (\$800)** for the purpose of **which is related to upgrading pedestrian ramps and sidewalks, and replacing traffic signals along with blending slopes into the existing ground behind the pedestrian ramps that are being upgraded.**

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
SRF Consulting Group, Inc.
237 Black River Avenue
Westby, WI 54667

Parcel Identification Number/Tax Key Number
291-2907-264-0991

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature Date

Print Name

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

LEGAL DESCRIPTION

Parcel 14 of Transportation Project Plat 6999-03-28 - 4.04, filed in CAB 3, PG 540A as Document Number 1688152, recorded in Marathon County, Wisconsin.

Property interests and rights of said Parcel 14 consist of:

Temporary limited easement.

Any interest or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

DONATION - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

LPA1896 09/2011 (Replaces LPA3040) Ch. 32 Wis. Stats.

Owner City of Wausau	
Acres/Sq. Ft. Required 551 square feet	Interest Required Temporary Limited Easement

The undersigned owner(s) of the above lands declare intent to dedicate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by SRF Consulting Group, Inc. agents or representatives.

Owner signature Date

Print name

Owner signature Date

Print name

APPROVED FOR:

Municipality name

Approval signature Date

Print name and title

Project ID: 6999-03-28	County: Marathon	Parcel No.: 14
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TRANSPORTATION PROJECT PLAT NO: 6999-03-28 - 4.04 AMENDMENT NO:1
 AMENDS PARCEL NO: 13 OF TRANSPORTATION PROJECT PLAT 6999-03-28 - 4.04
 RECORDED AS DOCUMENT NO: 1688152 FILED IN CAB 3 PG 540A

C WAUSAU, HIGHWAY 52 (17TH AVENUE TO FIRST STREET)

PART OF LOT 1, BLOCK 9 AND LOT 4, BLOCK 8, A. STEWART'S ADDITION TO WAUSAU AND PART OF LOT 1, CSM NO. 2663, DOCUMENT NO. 770570 BEING A PART LOT 1, BLOCK 1, A. STEWART'S SECOND ADDITION TO WAUSAU, IN AND INCLUDING GOVERNMENT LOT 1, SECTION 26, AND PART OF LOT 1, BLOCK 1, STEWART & ALEXANDER'S ADDITION TO WAUSAU, AND LOT 1, BLOCK 3, STEWART & ALEXANDER'S SECOND ADDITION TO WAUSAU LOCATED IN GOVERNMENT LOT 1, SECTION 35, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER STH 52, MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAD OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER (S)	INTEREST REQUIRED
200	CITY OF WAUSAU (ELECTRIC)	RELEASE OF RIGHTS
202	WAUSAU COMMUNITY AREA NETWORK	RELEASE OF RIGHTS
203	WISCONSIN PUBLIC SERVICE CORPORATION	RELEASE OF RIGHTS

EASEMENT TABLE		
UTILITY	RECORDING INFORMATION	PARCEL
200	NO RECORDED EASEMENT	12,13
202	NO RECORDED EASEMENT	13
203	NO RECORDED EASEMENT	13

ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY, WISCONSIN AT _____ ON _____ AS DOCUMENT _____ AND FILED IN _____

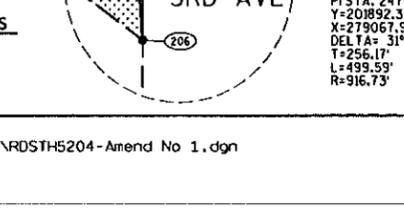
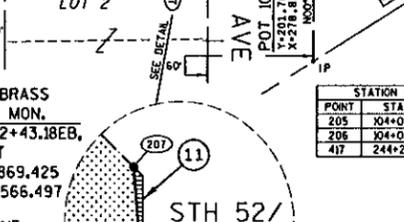
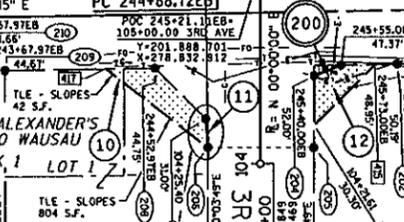
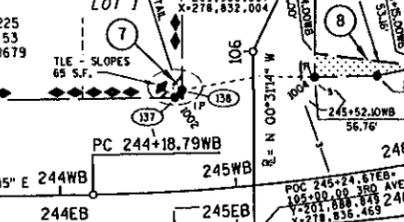
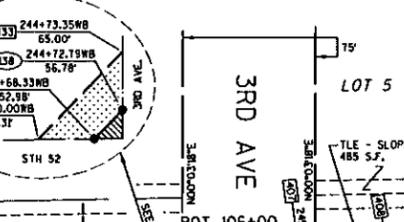
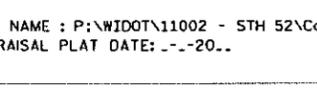
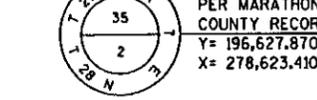
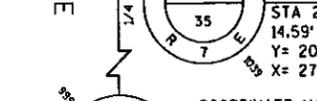
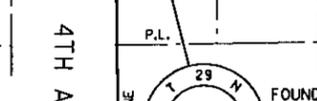
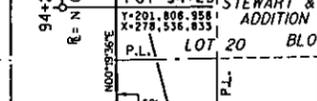
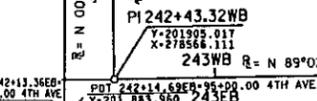
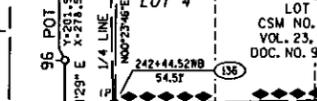
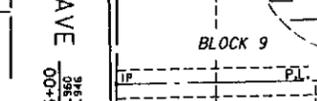
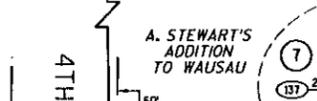
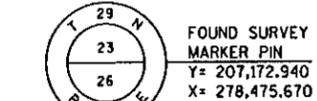
SIGNATURE OF REGISTER OF DEEDS

RESERVED FOR REGISTER OF DEEDS PROJECT NUMBER 6999-03-28-4.04 AMENDMENT NO. 1

RECOVERED MONUMENTS			
POINT	Y	X	DESCRIPTION
1002	201959.54	278566.41	3/4" REBAR
1003	201962.78	278791.90	MAG NAIL
1004	201967.41	278866.06	2" IRON PIPE (BENT)
1013	202061.57	279691.96	1" IRON PIPE
1014	202085.87	279227.28	1" IRON PIPE
1015	202117.26	279267.35	1" IRON PIPE
1016	202172.13	279287.28	1" IRON PIPE
1017	202238.24	279287.18	1" IRON PIPE
1083	201911.24	279279.68	3/4" REBAR
1085	202382.81	279803.54	3/4" REBAR R, YELLOW CAP
1086	202381.97	279742.37	1" IRON PIPE

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY AS SHEET 2 OF 2 OF DOCUMENT NUMBER 1687902.

COURSE DATA (TRAVERSE)			
PT. - PT.	BEARING	DISTANCE	
1039-504	N00°58'52"W	80.05'	
504-136	N87°04'58"E	145'	
136-137	N89°10'41"E	221.50'	
137-138	N44°37'00"E	5.70'	
138-139	N84°22'30"E	75.37'	
139-140	N88°54'50"E	35.32'	
140-141	N77°38'01"E	86.90'	
141-142	N72°48'14"E	125.87'	
142-143	N62°48'07"E	67.49'	
143-144	N67°55'50"E	64.67'	
144-145	N62°24'39"E	67.78'	
145-1016	N00°04'31"W	54.87'	
1016-146	N00°05'00"W	66.10'	
146-149	N88°56'43"E	171.66'	
149-150	N44°28'28"E	13.71'	
150-151	N00°02'08"E	129.39'	
151-153	N89°42'34"E	79.75'	
153-154	S00°10'26"W	35.61'	
154-155	S55°17'26"E	44.55'	
155-156	N71°27'06"E	133.40'	
156-157	N00°17'26"W	19.15'	
157-1086	N89°41'43"E	31.07'	
1086-158	N89°12'31"E	61.18'	
158-505	N80°52'56"E	34.97'	
505-197	S00°37'48"E	165.48'	
197-198	S00°04'49"W	15.50'	
198-233	S88°42'34"W	40.93'	
232-233	S44°09'48"W	23.35'	
233-241	S07°04'03"W	19.58'	
241-235	S90°12'56"W	90.00'	
235-236	S90°00'00"W	63.50'	
236-238	N07°54'31"E	68.84'	
238-200	S57°46'12"W	41.02'	
200-201	M00°03'18"E	27.24'	
201-202	S89°06'01"W	31.52'	
202-203	S89°06'01"W	36.47'	
203-204	S89°06'01"W	40.52'	
204-205	S90°03'49"W	40.52'	
205-206	S90°00'00"W	60.00'	
206-207	N04°32'26"E	16.30'	
207-208	N45°08'36"E	40.42'	
208-21	S89°06'01"W	210.02'	
21-1039	N89°00'44"E	23.96'	



FOUND BRASS CAPPED MON. STA 242+43.18EB, 14.59' RT. Y=201,869.425 X=278,566.497

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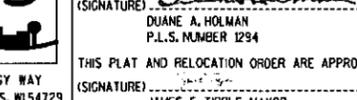
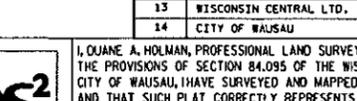
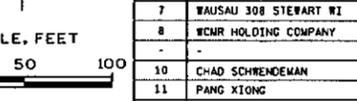
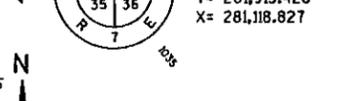
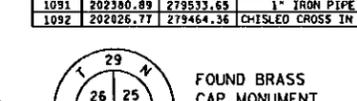
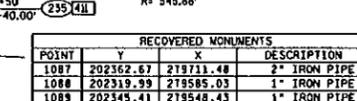
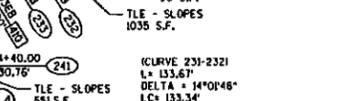
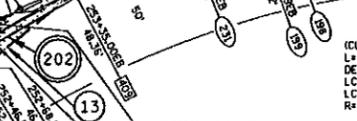
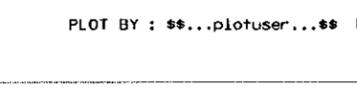
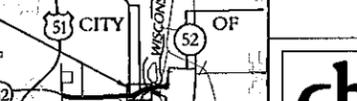
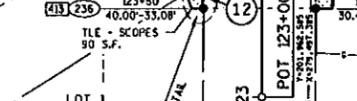
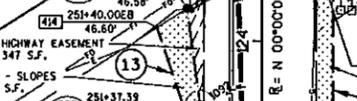
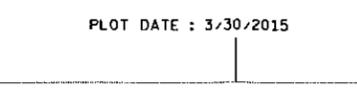
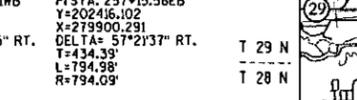
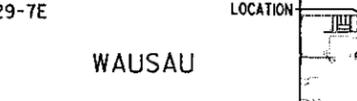
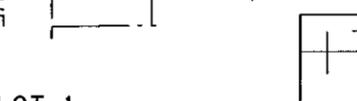
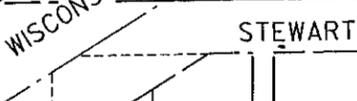
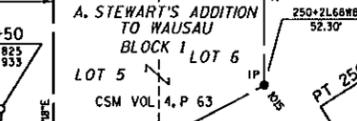
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RECOVERED MONUMENTS			
POINT	Y	X	DESCRIPTION
1087	202362.67	278711.48	2" IRON PIPE
1088	202319.99	279585.03	1" IRON PIPE
1089	202345.41	279548.43	1" IRON PIPE
1090	202391.12	279548.44	1" IRON PIPE
1091	202380.89	279532.65	1" IRON PIPE
1092	202826.77	279464.36	CHISELED CROSS IN WALK

ROAD NAME	BASIS OF EXISTING R/W	YEAR
STH 52	PLAT OF A. STEWART'S ADDITION TO WAUSAU	1874
STH 52	STEWART & ALEXANDER'S ADDITION TO WAUSAU	1882
STH 52	STEWART & ALEXANDER'S SECOND ADDITION TO WAUSAU	1893
STH 52	R/W PROJECT NO. T 05-3 (38)	1965
STH 52	C.S.M. # 4-3	1993
STH 52	C.S.M. # 10-136	1980
STH 52	C.S.M. # 23-53	1990
STH 52	C.S.M. # 34-167	1994
STH 52	C.S.M. # 50-119	2001

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER (S)	INTEREST REQUIRED	R/W S.F. REQUIRED		H.E. S.F.	TLE S.F.
			NEW	EXISTING		
7	WAUSAU 308 STEWART WI	FEE, TLE	8	8	-	65
8	WCR HOLDING COMPANY	TLE	-	-	-	483
10	CHAD SCHRENEWAN	TLE	-	-	-	42
11	PANG XIONG	FEE/TLE	10	-	-	804
12	GLEN M. WITTER	FEE/TLE	58	-	-	626
13	WISCONSIN CENTRAL LTD.	HE/TLE	-	-	-	437
14	CITY OF WAUSAU	TLE	-	-	-	551

I, DUANE A. HOLMAN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU, I HAVE SURVEYED AND MAPPED TRANSPORTATION PROJECT PLAT 6999-03-28-4.04 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

(SIGNATURE) _____ DATE: 3-30-15

DUANE A. HOLMAN
P.L.S. NUMBER 1294

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU.
 (SIGNATURE) _____ DATE: 3-30-15

JAMES E. TRIPLE, MAYOR

