



OFFICIAL NOTICE AND AGENDA - **REVISED**

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, January 25, 2022 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentation by: **Liberation and Freedom Committee regarding 2022 Priorities and Potential Strategies for Implementation**

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.

File #	CMT	Consent Agenda	ACT
22-0101	COUN	Minutes of previous meeting (01/11/22)	Place on file
22-0109	CISM	Initial Resolution Setting a public hearing regarding vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, N. 6th Avenue and N. 7th Avenue	Approved 4-0
22-0107	CISM	Resolution Approving sanitary sewer, forcemain, and watermain easement with Academic Enterprise LLC at 3400 McIntosh Street and 3455 Franklin Street	Approved 4-0
22-0107	CISM	Resolution Approving sanitary sewer and forcemain easement with Academic Enterprise LLC at 3400 McIntosh Street, 3455 Franklin Street, and 3800 McIntosh Street	Approved 4-0
21-1210	CISM	Final Resolution Approving 2022 Alley Pavement Project and Authorization to Let Bids	Approved 4-0
21-1211	CISM	Final Resolution Approving 2022 Street Reconstruction Projects and Authorization to Let Bids	Approved 4-0
21-0413	CISM & PLAN	Joint Resolution Approving Relocation Order for establishing a multiuse trail along 72nd Avenue from Packer Drive to International Drive	Approved 4-0 Approved 7-0
21-1106	CISM & PLAN	Final Resolution Vacating and discontinuing an unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard and Elmwood Boulevard	Approved 4-0 Approved 7-0
20-0822	FIN	Resolution Approving the Towing Services Agreement with Joe Rader Towing LLC	Approved 4-0
22-0110	AIR PLAN, & CISM	Joint Ordinance Amending Section 23.06.06 Off-street parking and traffic circulation	Approved 7-0 Approved 7-0
22-0112	WATS	Resolution Observing Transit Equity Day	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
22-0103		Mayor's Appointments	
21-1107	CISM	Resolution Approving creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue	Approved 4-0
		Suspend the Rules - 6(B) Filing (2/3 vote required)	
22-0111	FIN	Resolution Approving application for CDI grant through WEDC for the Children's Imaginarium	Pending
15-0708	FIN	Resolution Approving Second Amendment to Development Agreement, Second Amendment to Real Estate Mortgage and First Amendment to Real Estate Mortgage Subordination Agreement – Riverlife Wausau LLC – Phase I	Pending
		Public Comment & Suggestions	

CLOSED SESSION pursuant to 19.85(1)(f) Considering financial, medical, social or personal histories of specific persons which, if discussed in public, would likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data and 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to be become involved for the purpose of considering a worker's compensation settlement between the City of Wausau and an employee.

RECONVENE into Open Session, if necessary, to take action on Closed Session item.

Adjournment

Signed by Katie Rosenberg, Mayor

This meeting is being held in person and via teleconference. The lines of those public members monitoring the meeting will be muted during the meeting. Members of the media and the public may attend in person or by calling **1-408-418-9388**.

The Access Code is: 2493 772 0528 Password: wausau1

Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 1/21/22 @ 10:00 AM. Questions regarding this agenda may be directed to the City Clerk.



Proclamation

WHEREAS, migratory birds are one of the most easily observed wildlife species and their beauty causes many to rejoice that spring has finally arrived; and

WHEREAS, World Migratory Bird Day has been celebrated since 1993 and has become a voice for drawing the public's attention to the nearly 350 species that migrate between North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern United States; the current Marathon County Bird checklist numbers over 300 species and many of these fall into the migrant category; and

WHEREAS, it is important to focus on the important economic role that migratory birds play by controlling both rodent and insect pests; birds are also seed dispersers, which helps with reforestation and spreading native plants; bird watching activities generate millions in recreational dollars and Wausau reaps the benefit by hosting bird watching related conventions; and

WHEREAS, migratory birds face numerous threats to their survival, both here and on their wintering grounds; by celebrating World Migratory Bird Day, the public is made aware of these threats and can become involved in bird conservation efforts locally and globally; and

WHEREAS, Light Pollution is the focus of the World Migratory Bird Day 2022 campaign; together we will raise awareness of the impacts of artificial light on nocturnally migrating birds and explore conservation actions each of us can take within our Wausau community; and

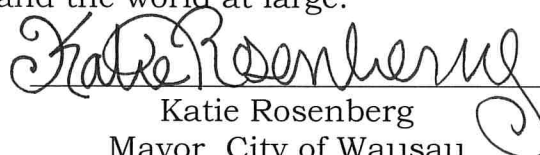
WHEREAS, at World Migratory Bird Day celebrations, the public is involved and educated on ways to not only appreciate the birds for their beauty, but to take on the cause of conservation; the day is a call to action for everyone to support migratory bird conservation efforts both locally and globally;

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim Saturday, May 21, 2022, as

World Migratory Bird Day

in the City of Wausau, State of Wisconsin, and I commend all citizens to celebrate this observance being held at Monk Botanical Gardens and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.




Katie Rosenberg
Mayor, City of Wausau
January 24, 2022

TO: Common Council of the City of Wausau

FROM: Liberation and Freedom Committee

DATE: December 13, 2021

SUBJECT: Committee Report Regarding 2022 Priorities and Potential Strategies for Implementation

Background

The Liberation and Freedom Committee is a volunteer committee established to promote an environment that accepts, celebrates and appreciates diversity within the community by proactively identifying areas of discrimination, providing education, communication, and recommendations to the city council and mayor of the city of Wausau. It was formally created through an April 23, 2019 resolution of the Common Council that established the Mayor's Welcoming and Inclusivity Committee, and this committee's name was officially changed to Liberation and Freedom Committee in 2020.

In 2021, the committee underwent multiple significant changes, including a new committee chair and the appointment of multiple new citizen committee members.

In two Liberation and Freedom committee meetings that occurred on October 20, 2021 and November 17, 2021, the committee discussed goals and objectives for the body, in addition to potential issues and barriers to equality, and opportunities for education. These items were discussed in the context of the April 23, 2019 resolution that established the committee and that defined its role and purpose.

Multiple committee priorities for 2022, and associated potential strategies for implementation, were identified during the above meetings and discussions, and this report is intended to inform the Common Council of those priorities and strategies. The Liberation and Freedom Committee believes that it is useful to provide this report to the council prior to the committee's planning of more specific details of any implementation example below, in order to gauge – early on – the council's general disposition toward the desires and direction of the committee as laid out in this document.

2022 Priorities

- Engaging the public on future committee goals and potential local barriers to inequality, to garner additional public input on these matters
- Facilitating more meaningful interaction opportunities between the committee and the public, through which the committee can better identify and understand relevant community needs and concerns, and so the public learns more about the committee's role and function
- Strengthening and broadening the communication of committee business, events, and materials to more effectively reach and interface with the citizenry, especially in relation to language

Potential Strategies for Implementation

- Holding a community engagement meeting for citizen input on committee goals and objectives, and on potential local barriers to equality
- Attendance by the committee at local events related to inclusivity, diversity, or equality

- Providing in-language, multilingual materials (e.g., Hmong language) for certain committee elements and communications, such as potential translations of committee meeting agendas and brief summaries of key committee issues
- Increasing public awareness in the community of the committee's existence and role through an informational video featuring citizen committee members (and excluding any elected official on the committee), which could be particularly useful during a pandemic in which in-person interaction is more limited or challenging. The video could also incorporate in-language, multilingual components for specific stakeholders and audiences.
- As a municipal advisory committee that is relevant to inclusivity and the identification of barriers to equality, holding a community engagement meeting (or a series of meetings) on potential additional language needs for refugees resettling in Wausau, along with possible ways to address and satisfy these needs

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, January 11, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

1/11/2022

Roll Call indicated 8 of the 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	<i>NV</i>
2	Martens, Michael	YES
3	Kilian, Tom	<i>NV</i>
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	<i>NV</i>
10	Larson, Lou	YES
11	Ryan, Debra	YES

Public Comment for Pre-registered citizens for matters appearing on the agenda and other public comment

- 1) Doug Diny, 708 Fulton St, spoke in favor of the proposed Council Rule change to allow member attendance at meetings by WebEx but felt it should be narrowly applied to COVID.

Consent Agenda

1/11/2022

Motion by Watson, second by Neal to adopt all the items on the Consent Agenda as follows:

21-1201 Minutes of previous meetings (12/07/21 & 12/14/21)

22-0104 Ordinance of the Capital Improvements & Street Maintenance Committee Ordinance Amending Section 10.20.080(a) designating no parking on the south side of Fulton Street beginning at its intersection with 7th Street and extending 49 feet west, the north and south sides of Fulton Street beginning at its intersection with 6th Street and extending 100 feet east, and the south side of Strowbridge Street between North 1st Avenue and North 2nd Avenue.

21-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

22-0105

1/11/2022

Motion by Neal, second by Rasmussen to adopt the Resolution of the Economic Development Committee Approving Planning Option Agreement with Main Street Wausau LLC (Terrence Wall) for Riverlife Lots 6, 7 and 8.

Lou Larson questioned if the finances would be worked out by May 1st and what share the taxpayers would be paying. Liz Brodek explained the development agreement will be discussed at the May Economic Development Committee meeting and will include the public financing request. The final agreement would have to be approved by the Council. She stated at this point there is no actual formal agreement, and this resolution is basically saying they have a planning option on the properties through March 1, 2022. If they meet their due diligence and want to move forward with a development agreement we have until May 1st to negotiate it.

Yes Votes: 7 No Votes: 1 Abstain: 0 Not Voting: 3 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	<i>NV</i>
2	Martens, Michael	YES
3	Kilian, Tom	<i>NV</i>
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES

9	Herbst, Dawn	NV
10	Larson, Lou	NO
11	Ryan, Debra	YES

15-0708

1/11/2022

Motion by Neal, second by Watson to adopt the Resolution of the Economic Development Committee Approving First Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut).

Tom Neal clarified there is no significant changes to anything we have looked at in the past. There was a question regarding responsibility for a water line that goes underneath the property and the basic positioning of the building. The direct reference to the amphitheater has been removed and will be handled separately.

Yes Votes: 7 No Votes: 1 Abstain: 0 Not Voting: 3 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NV
2	Martens, Michael	YES
3	Kilian, Tom	NV
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	NV
10	Larson, Lou	YES
11	Ryan, Debra	NO

22-0106

1/11/2022

Motion by Watson, second by Rasmussen to adopt the Resolution of the Economic Development Committee Approving Sale of 9913/9915 Innovation Way in Business Campus to Badger Liquor Co. Inc.

Tom Neal stated this is a very clean proposal and there is no city financial involvement attached. It is the construction of a building where merchandise will be stored overnight and then trucked out for distribution.

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

Suspend the Rules

1/11/2022

Motion by Watson, second by Larson to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

02-0432

1/11/2022

Motion by Wadinski, second by Martens to adopt the Ordinance of the Common Council Amending Chapter 2.16, Standing Rules of the Common Council Rule 2 – Quorum Required and Rule 4 – Absence of Members

Anne Jacobson explained this ordinance amends Rule 2 and 4 the identical way that it had been amended before, to not only allow members of Council and the Standing Committees to attend by meetings by remote technology, but any appointed or elected member of any committee commission or board may do the same, except for Closed Session. You must be present to establish a quorum in Closed Session and participate in discussion and/or vote.

Becky McElhaney stated this rule is being proposed again because of Pat Peckham's serious health issues keeping him from attending Council to represent his district with the transmissibility of the Omicron variant. She indicated she would like it to be in effect for a narrow scope and have a sunset date to review it.

Lisa Rasmussen suggested a sunset date be at the end of the current term of this sitting Council in April and the new Council can decide whether to keep it in effect longer or not.

Amendment to 02-0432

Motion by Rasmussen, second by Martens to amend the Ordinance of the Common Council Amending Chapter 2.16, Standing Rules of the Common Council Rule 2 – Quorum Required and Rule 4 – Absence of Members – to include a sunset date of April 19, 2022.

Vote on Amendment:

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

Vote on Ordinance as amended on Council floor:

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

02-0432

1/11/2022

Motion by Rasmussen, second by Martens to adopt the Resolution of the Common Council Amending rules relating to meetings of governmental bodies

Jacobson explained at some point the dial in option for the public was terminated and this re-authorizes the dial in option for members and for the public. McElhaney questioned if this is to just allow the public to call in and monitor a meeting but not allow them to comment. Jacobson confirmed it was for public listening, not participating.

Amendment

Motion by Rasmussen, second by Martens to amend the Resolution of the Common Council Amending rules relating to meetings of governmental bodies – to include a sunset date of April 19, 2022.

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

Sarah Watson felt it was valuable for the citizens dialing-in to be able to make public comment at the beginning of the meeting if they are pre-registered like those who are present in the Council Chambers. Jacobson stated they could allow that if they wished and then mute them during the business portion of the meeting.

Amendment #2

Motion by Watson, second by Rasmussen to amend the Resolution of the Common Council Amending rules relating to meetings of governmental bodies – to allow pre-registered citizens to make public comment by phone.

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

Vote on Resolution as amended on Council floor:

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

16-1110

1/11/2022

Motion by Rasmussen, second by Wadinski to adopt the Resolution of the Finance Committee Authorizing the Wausau Fire Department to submit an application to the US Department of Homeland Security (FEMA) for an Assistance to Firefighters Grant Program - Staffing for Adequate Fire and Emergency Response (SAFER) grant for 9 additional firefighters/paramedics.

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

Public Comment or Suggestions

None

Adjourn

1/11/2022

Motion by Peckham, second by Neal to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:00 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

**INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Setting a public hearing regarding vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, N. 6th Avenue and N. 7th Avenue

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0109

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, upon the filing of a petition requesting that the following described portion of alley in the City of Wausau be vacated and discontinued:

Part of Block 2, Eva P. Quaw's Third Addition to the City of Wausau, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of the public alley in said Block 2, lying North of the following described line:

Commencing at Southeast corner of Lot 13, said Block 2, the beginning of said line; thence East, to the Southwest corner of Lot 4, said Block 2, the end of said line.

WHEREAS, the Capital Improvements and Street Maintenance Committee at its January 13, 2022, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau, in the Council Chambers of City Hall, City

of Wausau, Marathon County, Wisconsin, on the 10th day of March, 2022, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

CONSENT AGENDA

- A. Approve minutes of the December 9, 2021 meeting**
 - B. Action on Easement with Academic Enterprise LLC for sanitary sewer and forcemain at 3400 McIntosh Street, 3455 Franklin Street, and 3800 McIntosh Street**
 - C. Action on Easement with Academic Enterprise LLC for sanitary sewer, forcemain, and watermain at 3400 McIntosh Street and 3455 Franklin Street**
 - D. Action on Preliminary Resolution to vacate and discontinue the alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, 6th Avenue and 7th Avenue**
-

Larson asked to remove Item D from the consent agenda. Neal moved to approve Items A through C of the consent agenda. Larson seconded and the motion carried 4-0.

Regarding Item D, Larson believes this was the alley Alder Watson brought forward and wanted as a one-way at first. He feels vacating is better and does not feel having it one-way would solve the problem. He asked if when the alley is vacated, would the City put up some kind of barricade so traffic could not flow through. Lindman explained the City does not do that. It becomes private property, and the homeowners would become responsible.

Rasmussen asked if the curb cut would be removed in the spring. Lindman stated the City typically does not do that. The alley entrance would probably not be removed until the street is reconstructed. Larson asked if the property owners would be notified by letter that it is their responsibility to barricade the alley. Lindman indicated the City would not as it becomes private property.

Larson moved to approve Item D of the consent agenda. Neal seconded and the motion carried 4-0.

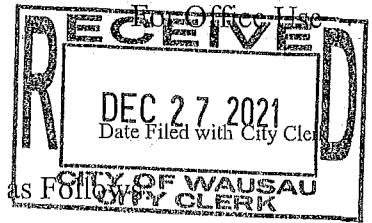
Per Rasmussen, hopefully homeowners will make it clear when the alley is vacated. If it becomes a problem, we can network with Alder Watson.

PETITION

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

- ☒ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer ☐ Other as Follows _____
☐ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

Partial alley vacationing for the alley between 6th & 7th Avenues
between Oak Street south to the property of 410 N. 6th Ave.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <i>Anastasia Martens</i>	ANASTASIA MARTENS	432 N 6th Avenue	12/03/21
2. <i>Dustin Waller</i>	Dustin Waller	416 N 6th Ave	12/04/21
3. <i>Jake Kislow</i>	Jake Kislow	420 N 6th Ave	12/8/21
4. <i>Delores Stenbert</i>	Delores Stenbert	424 N. 6th Ave	12/8/21
5. <i>Kelly Gabor</i>	Kelly Gabor	431 N 7th Ave	12-10-21
6. <i>Derek Redmond</i>	Derek Redmond	423 N 7th Ave	12-11-21
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU: *Anastasia Martens* being duly sworn disposes and says that he is a resident of the affected area, residing at 432 N 6th Ave in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 27th day of December, 2021

Mary G. Goeble

Signature of City Clerk or designee
Deputy Clerk

Anastasia Martens

(Signature of Circulator)
432 N 6th Ave, Wausau, WI

(Address of Circulator)
544001

Agenda Item No.

2D

STAFF REPORT TO CISM COMMITTEE – January 13, 2022

AGENDA ITEM
Action on Preliminary Resolution to vacate and discontinue the alley lying north of 410 North 6 th Avenue between Oak Street, Cedar Street, 6 th Avenue and 7 th Avenue
BACKGROUND
The Engineering Department received a petition to vacate a portion of the alley as described above and as shown on the attached map. This action would set up a Public Hearing on the issue.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Recommend approval.
Staff contact: Allen Wesolowski 715-261-6762



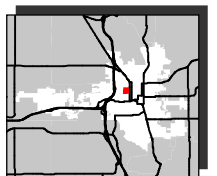
0 25 50 100 Feet
Map Date: January 03, 2022

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

- Existing Building
- Existing Right-of-Way
- Proposed Alley Vacation
- Municipal Boundary



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

**RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Approving sanitary sewer, forcemain, and watermain easement with Academic Enterprise LLC at 3400 McIntosh Street and 3455 Franklin Street.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0107

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes	☒	No	☐	
	Included in Budget:	Yes	☐	No	☐	Budget Source
	One-time Costs:	Yes	☐	No	☐	Amount:
	Recurring Costs:	Yes	☐	No	☐	Amount:
SOURCE	Fee Financed:	Yes	☐	No	☐	Amount:
	Grant Financed:	Yes	☐	No	☐	Amount:
	Debt Financed:	Yes	☐	No	☐	Amount Annual Retirement
	TID Financed:	Yes	☐	No	☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐					

RESOLUTION

WHEREAS, Academic Enterprise LLC owns property located at 3400 McIntosh Street and 3455 Franklin Street; and

WHEREAS, there currently exists a sanitary sewer, forcemain, and watermain across these properties and it was discovered the City does not have easement rights to repair or replace these utilities; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their January 13, 2022 meeting, discussed and approved entering into an easement with Academic Enterprise LLC; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

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Larson asked to remove Item D from the consent agenda. Neal moved to approve Items A through C of the consent agenda. Larson seconded and the motion carried 4-0.

Regarding Item D, Larson believes this was the alley Alder Watson brought forward and wanted as a one-way at first. He feels vacating is better and does not feel having it one-way would solve the problem. He asked if when the alley is vacated, would the City put up some kind of barricade so traffic could not flow through. Lindman explained the City does not do that. It becomes private property, and the homeowners would become responsible.

Rasmussen asked if the curb cut would be removed in the spring. Lindman stated the City typically does not do that. The alley entrance would probably not be removed until the street is reconstructed. Larson asked if the property owners would be notified by letter that it is their responsibility to barricade the alley. Lindman indicated the City would not as it becomes private property.

Larson moved to approve Item D of the consent agenda. Neal seconded and the motion carried 4-0.

Per Rasmussen, hopefully homeowners will make it clear when the alley is vacated. If it becomes a problem, we can network with Alder Watson.

Agenda Item No.

2C

STAFF REPORT TO CISM COMMITTEE – January 13, 2022

AGENDA ITEM
Action on Easement with Academic Enterprise LLC for sanitary sewer, forcemain, and watermain at 3400 McIntosh Street and 3455 Franklin Street
BACKGROUND
Sanitary sewer, forcemain, and watermain were installed on this site with the development of Fountain Hills Subdivision. The land has been sold to a new owner. City staff has been made aware the easement for these lines were never granted by the previous owner. Staff has worked with Academic Enterprises LLC to acquire the necessary easement. See the attached map and legal description.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Recommend approval.
Staff contact: Allen Wesolowski 715-261-6762

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2021, by and between ACADEMIC ENTERPRISE, LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WITNESSETH:

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

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

Part of the Northeast ¼, Section 32, Township 29 North, Range 8 East, City of Wausau, Marathon County, Wisconsin described as follows;

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

Commencing at the Northeast corner of said Section 32; thence S 1°07'07" E, along the East line of said Northeast ¼, 2651.91 feet to the South line of said Northeast ¼; thence S 89°34'52" W, along said South line, 2390.17 feet; thence N 0°47'58" W, 33.00 feet to the North right-of-way of McIntosh Road, the point of beginning of said centerline;

Thence continuing N 0°47'58" W, 184.20 feet; thence along the arc of a curve to the right having a chord bearing of N 10°47'31" E and a chord distance of 200.93 feet and a radius of 500.00 feet; thence along the arc of a curve to the left having a chord bearing of N 11°43'02" E and a chord distance of 185.08 feet and a radius of 500.00 feet; thence along the arc of a curve to the right having a chord bearing of N 14°32'59" E and a chord distance of 434.15 feet and a radius of 930.00 feet; thence N 28°02'52" E, 348.78 feet; thence N 38°09'23" E, approximately 320 feet to the Westerly line of Outlot 5, Fountain Hills First Addition, said Section 32, and the end of said centerline.

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

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

Recording Area

Name and Return Address

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

PIN: 291-2908-321-0987 and 291-2908-321-0985

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

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

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

CITY OF WAUSAU BY:

ACADEMIC ENTERPRISE, LLC BY:

Katie Rosenberg, Mayor

DK Murdock

Mary A. Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2021, the above named Katie Rosenberg, Mayor, and Mary A. Goede, Deputy 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 20th day of December, 2021, the above named David K. Murdock, of ACADEMIC ENTERPRISE, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Lori Ann M. Wunick

Notary Public, Wisconsin
My commission expires: 1-22-2022

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

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

**RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Approving sanitary sewer and forcemain easement with Academic Enterprise LLC at 3400 McIntosh Street, 3455 Franklin Street, and 3800 McIntosh Street.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0107

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☐ No ☐	Budget Source
	One-time Costs:	Yes ☐ No ☐	Amount:
	Recurring Costs:	Yes ☐ No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Academic Enterprise LLC owns property located at 3400 McIntosh Street, 3455 Franklin Street, and 3800 McIntosh Street; and

WHEREAS, there currently exists a sanitary sewer and forcemain across these properties and it was discovered the City does not have easement rights to repair or replace these utilities; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their January 13, 2022 meeting, discussed and approved entering into an easement with Academic Enterprise LLC; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

CONSENT AGENDA

- A. Approve minutes of the December 9, 2021 meeting**
 - B. Action on Easement with Academic Enterprise LLC for sanitary sewer and forcemain at 3400 McIntosh Street, 3455 Franklin Street, and 3800 McIntosh Street**
 - C. Action on Easement with Academic Enterprise LLC for sanitary sewer, forcemain, and watermain at 3400 McIntosh Street and 3455 Franklin Street**
 - D. Action on Preliminary Resolution to vacate and discontinue the alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, 6th Avenue and 7th Avenue**
-

Larson asked to remove Item D from the consent agenda. Neal moved to approve Items A through C of the consent agenda. Larson seconded and the motion carried 4-0.

Regarding Item D, Larson believes this was the alley Alder Watson brought forward and wanted as a one-way at first. He feels vacating is better and does not feel having it one-way would solve the problem. He asked if when the alley is vacated, would the City put up some kind of barricade so traffic could not flow through. Lindman explained the City does not do that. It becomes private property, and the homeowners would become responsible.

Rasmussen asked if the curb cut would be removed in the spring. Lindman stated the City typically does not do that. The alley entrance would probably not be removed until the street is reconstructed. Larson asked if the property owners would be notified by letter that it is their responsibility to barricade the alley. Lindman indicated the City would not as it becomes private property.

Larson moved to approve Item D of the consent agenda. Neal seconded and the motion carried 4-0.

Per Rasmussen, hopefully homeowners will make it clear when the alley is vacated. If it becomes a problem, we can network with Alder Watson.

Agenda Item No.

2B

STAFF REPORT TO CISM COMMITTEE – January 13, 2022

AGENDA ITEM

Action on Easement with Academic Enterprise LLC for sanitary sewer and forcemain at 3400 McIntosh Street, 3455 Franklin Street, and 3800 McIntosh Street

BACKGROUND

Sanitary sewer and forcemain were installed on this site with the development of Fountain Hills Subdivision. The land has been sold to a new owner. City staff has been made aware the easement for these lines were never granted by the previous owner. Staff has worked with Academic Enterprises LLC to acquire the necessary easement. See the attached map and legal description.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Recommend approval.

Staff contact: Allen Wesolowski 715-261-6762

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2021, by and between ACADEMIC ENTERPRISE, LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WITNESSETH:

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

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

Part of the Northeast ¼, Section 32, Township 29 North, Range 8 East, City of Wausau, Marathon County, Wisconsin described as follows;

A 30 foot wide strip of land centered on the following described centerline:

Commencing at the Northeast corner of said Section 32; thence S 1°07'07" E, along the East line of said Northeast ¼, 2651.91 feet to the South line of said Northeast ¼; thence S 89°34'52" W, along said South line, 345.66 feet; thence N 46°14'23" W, along the Southwesterly line of Outlot 3, Fountain Hills Addition, said Section 32, extended Southeasterly, and along said Southwesterly line, 115.00 feet to the point of beginning of said centerline;

Thence S 87°50'00" W, 175.00 feet; thence N 38°46'00" W, 246.00 feet; thence N 67°27'00" W, 180.00 feet; thence N 23°55'00" W, 195.00 feet; thence N 46°10'00" W, 345.00 feet; thence N 76°30'00" W, 385.00 feet; thence N 19°55'00" W, 398.00 feet; thence N 26°55'00" W, 310.00 feet to the end of said centerline;

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

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

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

Recording Area

Name and Return Address

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

PIN: 291-2908-321-0987 and 291-2908-321-0985
291-2908-321-0989

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

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

CITY OF WAUSAU BY:

ACADEMIC ENTERPRISE, LLC BY:

Katie Rosenberg, Mayor

DK Murdock

Mary A. Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2021, the above named Katie Rosenberg, Mayor, and Mary A. Goede, Deputy 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 20th day of December, 2021, the above named David K. Murdock, of ACADEMIC ENTERPRISE, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Lori Ann M. Wunneh

Notary Public, Wisconsin
My commission expires: 1-22-2022

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

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

**FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Approving 2022 Alley Pavement Project and Authorization to Let Bids

Committee Action: Approved 4-0

Fiscal Impact: Estimated construction cost \$40,000; estimated special assessments \$14,300

File Number: 21-1210

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$40,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$40,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the following alley has been proposed for improvements under the 2022 Alley Pavement Project:

Alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue

WHEREAS, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned alleys; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on December 14, 2021; and the Engineer's report has been filed with the City Clerk, and

WHEREAS, the Board of Public Works conducted public hearings for the project special assessments on January 5, 2022, and

WHEREAS, the Capital Improvements and Street Maintenance Committee discussed the proposed projects at its meeting on January 13, 2022 and recommends work be accomplished on the alley in 2022, now therefore

BE IT RESOLVED that the Common Council authorizes securing of bids and improvements to the alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue under the 2022 Alley Pavement Project.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

2022 Alley Paving Projects: Discuss public hearing results and make recommendation

The alley proposed for paving is bounded by Cedar Street, Spruce Street, 9th Avenue and 10th Avenue. There was one comment at the public hearing regarding traffic concerns.

Neal moved to approve the 2022 Alley Paving Project. Larson seconded and the motion carried 4-0.

BOARD OF PUBLIC WORKS

Date of Meeting: January 5, 2022, at 4:00 p.m. in the Council Chambers

Members Present: Eric Lindman, Maryanne Groat, Anne Jacobson

Also Present: Allen Wesolowski, TJ Niksich, Lori Wunsch

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

PUBLIC HEARING: 2022 Street Construction Projects

Bugbee Avenue from Burek Avenue to the east termini

4th Street from McClellan Street to Scott Street

4th Avenue from Bridge Street to Knox Street

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet January 13, 2022 at 5:15 p.m. CISM will approve, disapprove, or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the January 25, 2022 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2022 assessment rate is set at \$42 per foot. The sewer lateral is \$500 if replaced. Drive approach replacement is estimated at \$6.00 per square foot. Replacement of defective sidewalk is estimated at \$8.00 per lineal foot and installation of new sidewalk is estimated at \$16.00 per lineal foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address, and comments.

Bugbee Avenue from Burek Avenue to the east termini, 4th Street from McClellan Street to Scott Street, 4th Avenue from Bridge Street to Knox Street

Charlotte Doescher, 1005 Bugbee Avenue, asked if sidewalk was proposed for Bugbee. This is a dead-end street and she does not feel there is a need for sidewalk.

No one further came forward for comment and the public hearing was closed.

Wesolowski stated sidewalk is addressed on projects based on need. CISM will ultimately decide, but at this point staff will not be recommending the installation of sidewalk on Bugbee.

PUBLIC HEARING: 2022 Alley Paving Project

Alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet January 13, 2022 at 5:15 p.m. CISM will approve, disapprove, or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the January 25, 2022 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2022 assessment rate is estimated at \$15 per foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address, and comments.

Alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue

Wesolowski received a call from John Smigelski of 311 North 10th Avenue. He is in favor of the alley paving as long as we take care of the drainage issues and install storm sewer.

Bobbi Jo Balz, 718 North 4th Avenue, asked to speak regarding the 4th Avenue project. The street is like a highway and a short cut from one side to the other. There is one stop sign and traffic races to it. 5th Avenue has stop signs that slow traffic so people go to 4th Avenue and fly through. When installing stop signs, Wesolowski indicated staff looks at the major and minor street. Stop signs are typically installed on the minor street with less traffic. Stop signs are not typically installed to control speed. Traffic calming measures or enforcement are more common ways to control speed.

No one further came forward for comment and the public hearing was closed.

Jacobson moved to adjourn the meeting. Seconded by Lindman. Meeting adjourned at approximately 4:10 p.m.

AGENDA ITEM

2022 Alley Paving Projects: Discuss public hearing results and make recommendation

BACKGROUND

The alley bounded by Cedar Street, Spruce Street, 9th Avenue and 10th Avenue is proposed for paving in 2022. The Board of Public Works held a public hearing on January 5, 2022 regarding special assessments for the alley paving.

FISCAL IMPACT

The total estimated cost for paving the alley is \$40,000. Special assessments are estimated at \$14,300.

STAFF RECOMMENDATION

Staff recommends approving the 2022 Alley Paving Project and corresponding special assessments.

Staff contact: Allen Wesolowski 715-261-6762

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

**FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Approving 2022 Street Reconstruction Projects and Authorization to Let Bids

Committee Action: Approved 4-0

Fiscal Impact: Estimated construction cost \$2,366,300; estimated special assessments \$171,000

File Number: 21-1211

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$2,366,300</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$2,366,300 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the following streets have been proposed for construction under the 2022 Street Construction Project:

Bugbee Avenue from Burek Avenue to the east termini
4th Street from McClellan Street to Scott Street
4th Avenue from Bridge Street to Knox Street

WHEREAS, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned streets; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on December 14, 2021; and the Engineer's report has been filed with the City Clerk, and

WHEREAS, the Board of Public Works conducted public hearings for the project special assessments on January 5, 2022, and

WHEREAS, the Capital Improvements and Street Maintenance Committee discussed the proposed projects at its meeting on January 13, 2022 and recommends work be accomplished under the 2022 Street Construction Projects, and

WHEREAS, the 2022 special assessment rate was set by Council on September 28, 2021, and

WHEREAS, street grades will be established or reestablished and fixed as shown on the plans for the project (copy on file in the Engineering Department), and minor revisions will be made in the plans as may be necessary during construction, now therefore

BE IT RESOLVED that the Common Council authorizes securing of bids and construction of the 2022 Street Construction Projects.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

2022 Street Reconstruction Projects: Discuss public hearing results and make recommendation

The streets proposed for reconstruction in 2022 are Bugbee Avenue from Burek Avenue to the east termini, 4th Street from McClellan Street to Scott Street, and 4th Avenue from Bridge Street to Knox Street. Wesolowski stated there were no comments on special assessments at the public hearing. One question was regarding sidewalk on Bugbee, which staff is not proposing. Ordinarily Rasmussen is an advocate for installing sidewalk but in this instance there are few homes, the Water Plant is on the north side of the street and there is low traffic volume.

Larson moved to approve the 2022 Street Reconstruction Projects. Wadinski seconded and the motion carried 4-0.

BOARD OF PUBLIC WORKS

Date of Meeting: January 5, 2022, at 4:00 p.m. in the Council Chambers

Members Present: Eric Lindman, Maryanne Groat, Anne Jacobson

Also Present: Allen Wesolowski, TJ Niksich, Lori Wunsch

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

PUBLIC HEARING: 2022 Street Construction Projects

Bugbee Avenue from Burek Avenue to the east termini

4th Street from McClellan Street to Scott Street

4th Avenue from Bridge Street to Knox Street

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet January 13, 2022 at 5:15 p.m. CISM will approve, disapprove, or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the January 25, 2022 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2022 assessment rate is set at \$42 per foot. The sewer lateral is \$500 if replaced. Drive approach replacement is estimated at \$6.00 per square foot. Replacement of defective sidewalk is estimated at \$8.00 per lineal foot and installation of new sidewalk is estimated at \$16.00 per lineal foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address, and comments.

Bugbee Avenue from Burek Avenue to the east termini, 4th Street from McClellan Street to Scott Street, 4th Avenue from Bridge Street to Knox Street

Charlotte Doescher, 1005 Bugbee Avenue, asked if sidewalk was proposed for Bugbee. This is a dead-end street and she does not feel there is a need for sidewalk.

No one further came forward for comment and the public hearing was closed.

Wesolowski stated sidewalk is addressed on projects based on need. CISM will ultimately decide, but at this point staff will not be recommending the installation of sidewalk on Bugbee.

PUBLIC HEARING: 2022 Alley Paving Project

Alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet January 13, 2022 at 5:15 p.m. CISM will approve, disapprove, or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the January 25, 2022 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2022 assessment rate is estimated at \$15 per foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address, and comments.

Alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue

Wesolowski received a call from John Smigelski of 311 North 10th Avenue. He is in favor of the alley paving as long as we take care of the drainage issues and install storm sewer.

Bobbi Jo Balz, 718 North 4th Avenue, asked to speak regarding the 4th Avenue project. The street is like a highway and a short cut from one side to the other. There is one stop sign and traffic races to it. 5th Avenue has stop signs that slow traffic so people go to 4th Avenue and fly through. When installing stop signs, Wesolowski indicated staff looks at the major and minor street. Stop signs are typically installed on the minor street with less traffic. Stop signs are not typically installed to control speed. Traffic calming measures or enforcement are more common ways to control speed.

No one further came forward for comment and the public hearing was closed.

Jacobson moved to adjourn the meeting. Seconded by Lindman. Meeting adjourned at approximately 4:10 p.m.

AGENDA ITEM
2022 Street Reconstruction Projects: Discuss public hearing results and make recommendation
BACKGROUND
Bugbee Avenue from Burek Avenue to the east termini; 4 th Street from McClellan Street to Scott Street; and 4 th Avenue from Bridge Street to Knox Street are proposed for reconstruction in 2022. The Board of Public Works held public hearings on January 5, 2022 regarding special assessments for the projects.
FISCAL IMPACT
The estimated cost for Bugbee Avenue is \$815,600. 4 th Street is estimated at \$208,300. 4 th Avenue is estimated at \$1,342,400. These estimated amounts include costs for sanitary sewer and watermain. Special assessments for Bugbee Avenue are estimated at \$27,000; 4 th Street at \$12,000; and 4 th Avenue at \$133,000.
STAFF RECOMMENDATION
Staff recommends approving the reconstruction of Bugbee Avenue from Burek Avenue to the east termini; 4 th Street from McClellan Street to Scott Street; and 4 th Avenue from Bridge Street to Knox Street and the corresponding special assessments.
Staff contact: Allen Wesolowski 715-261-6762

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

**JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Approving Relocation Order for establishing a multiuse trail along 72nd Avenue from Packer Drive to International Drive

Committee Action: CISM: Approved 4-0
PLAN: Approved 7-0

Fiscal Impact: Estimated between \$1,000 and \$5,000

File Number: 21-0413

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount:</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau is in the process of designing a multiuse trail in the Business Campus that will run along 72nd Avenue from Packer Drive to International Drive; and

WHEREAS, in preparation for this construction project, the City must acquire the necessary real estate to construct the multiuse trail in accordance with the conceptual design; and

WHEREAS, the City of Wausau intends to move forward with this construction project by acquiring the private interests needed for this public improvement project; and

WHEREAS, to implement this construction plan, the Common Council wishes to adopt this relocation order showing the lands and interests required for the project to move forward and the method of acquisition; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and Plan Commission recommend adoption of this relocation order; now therefore

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

1. That this Resolution, along with the attached Relocation Order and map attached thereto, shall constitute a relocation order and map for the project in question;
2. That this Resolution is a relocation order in accordance with Section 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for the project in accordance with Section 32.07(2), Wisconsin Statutes;
3. That the City of Wausau hereby determines it is necessary and a public purpose to construct a multiuse trail and to that end it is necessary and a public purpose to acquire fee simple title or easements to the property interests in question, either by donation or acquisition, or by eminent domain (condemnation) if necessary;
4. That to properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a multiuse trail in the area of interest designated on the map referenced above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the map for the above project; that to effect this change, pursuant to authority granted under Sections 32.05 and 32.07 of the Wisconsin Statutes, the Common Council of the City of Wausau orders that:
 - a. The said multiuse trail shall be established within the property boundaries as shown on the map.
 - b. The required lands or interests in lands as shown on the map and described on the Relocation Order shall be acquired by eminent domain if necessary.
5. That the City Clerk is hereby directed to file a copy of this relocation order and map within 20 days with the County Clerk of Marathon County; and
6. That the proper City officials are hereby authorized and directed to acquire for right-of-way purposes the property interests needed for this project, as shown on the attached relocation order and map.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Nicksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

Discussion and possible action on Relocation Order for 72nd Avenue, Business Campus Trail Project

Nicksich stated the design of the 72nd Avenue Trail is underway. Temporary limited easements would be required mainly for grading purposes. Filing a Relocation Order allows negotiations to begin with property owners. There would be 6 temporary easements, and 4 permanent for either stormwater pipe or the trail. The permanent easements are approximately 435 sq. ft.

Neal moved to approve the Relocation Order for 72nd Avenue, Business Campus Trail Project. Wadinski seconded and the motion carried 4-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, January 18, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, George Bornemann; *By WebEx*: Pat Peckham, Bruce Bohlken, Andrew Brueggeman

Others Present: Brad Lenz, Sam Wessel, Melissa Engen; *By WebEx*: Jerry Pruitt, Lindsey Pearson

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

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on Relocation Order for 72nd Avenue, Business Campus Trail Project.

Lindman said that the relocation order is for a new trail addition on 72nd Avenue. The work will be completed within the right-of-way. Six temporary limited easements and four permanent limited easements are required for the trail.

Brueggeman asked if the property owners have been notified and if there have been any objections. Lindman said that the property owners have been notified and there have not been any objections. This is the beginning part of the process.

Peckham asked if the route will change. Lindman said that the right-of-way is only changing a small amount. This request is for changing the facility locations and not for relocating residents.

Brueggeman motioned to approve the relocation order for 72nd Avenue, Business Campus Trail Project. Peckham seconded, and the motion carried unanimously 7-0 by roll-call vote.

AGENDA ITEM
Discussion and possible action on Relocation Order for 72nd Avenue, Business Campus Trail Project.
BACKGROUND
The City is currently in the process of designing a multiuse trail that will extend from Packer Drive to International Drive. Due to the nature of construction and shifting of stormwater management facilities (ditches, pipe, inlets, etc.), 6 Temporary Limited Easements and 4 Permanent Limited Easements are required to facilitate the trail. Prior to beginning the process of acquiring right of way, s. 32.05(1), Wis Stats., requires that the City file an order with the county clerk identifying the old and the new locations of the facility and the lands and interests required. This order is called the Relocation Order. See attached.
FISCAL IMPACT
Anticipated \$1,000 - \$5,000
STAFF RECOMMENDATION
Staff recommends approval of the Relocation Order
Staff contact: TJ Niksich 715-261-6748

RELOCATION ORDER

RE1708

Wisconsin Department of Transportation

PROJECT ID 6999-18-09	Name of Road S. 72 nd Ave.	Highway	County Marathon
Right of Way Plat Date 12/17/2021	Plat Sheet Numbers 4.1,4.2,4.3,4.4,4.5	Date of Previously Approved Relocation Order	

Description of Termini of Project

S. 72nd Ave.

Beginning at a point located 485.42 feet South and 40.41 West of the East 1/4 Corner of Section 36, Township 29 North and Range 06 East, City of Wausau, Marathon County, State of Wisconsin;

Thence northerly to a point located 360.18 feet North and 48.68 feet West of the East 1/4 Corner of Section 25, Township 29 North and Range 06 East, City of Wausau, Marathon County, State of Wisconsin.

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 84.02(3) and 84.09 and 84.30, 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 the City of Wausau, in the name of the City of Wausau, pursuant to the provisions of Section 84.09(1) or (2), Wisconsin Statutes.
3. This order supersedes and amends any previous order issued by the City.

(Katie Rosenberg, Mayor)

(Date)

R/W PROJECT NUMBER 6999-18-09	SHEET NUMBER	TOTAL SHEETS
CONSTRUCTION PROJECT NUMBER PROJECT ID	1	5
PLAT OF RIGHT OF WAY REQUIRED FOR SOUTH 72ND AVE. PACKER DR. INTERNATIONAL DR.		
SOUTH 72ND AVE.	MARATHON COUNTY	

CAUTION:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS
MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.

CONVENTIONAL SYMBOLS			
SECTION LINE		PARCEL NUMBER	
QUARTER LINE			UTILITY NUMBER
SIXTEENTH LINE			
NEW REFERENCE LINE		SECTION CORNER	
NEW R/W LINE			R/W MONUMENT
EXISTING R/W LINE			NON-MONUMENTED
PROPERTY LINE		NOTATION FOR COMBUSTIBLE FLUIDS	R/W POINT
LOT, TIE, AND OTHER MINOR LINES			FOUND IRON PIN
SLOPE INTERCEPT			VALVE (GAS, WATER, ETC.)
CORPORATE LIMITS		NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES	SIGN
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)			OFF-PREMISE SIGN
FEE ACQUISITION AREA (HATCHING VARIES BY OWNER)			
TEMP. LIMITED EASEMENT AREA		ACCESS CONTROLLED BY ACQUISITION	
EASEMENT AREA (HIGHWAY, PERMANENT LIMITED, OR RESTRICTED DEVELOPMENT)		NO ACCESS (BY STATUTORY AUTHORITY)	
TRANSMISSION STRUCTURES		ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	
BUILDING		NO ACCESS (NEW HIGHWAY)	
BUILDING (TO BE REMOVED)		NATIONAL GEODETIC SURVEY MONUMENT	
BRIDGE		SIXTEENTH CORNER MONUMENT	
		PARALLEL OFFSETS	

CONVENTIONAL UTILITY SYMBOLS		CURVE DATA ABBREVIATIONS	
WATER		LONG CHORD	LCH
GAS		LONG CHORD BEARING	LCB
TELEPHONE		RADIUS	R
OVERHEAD TRANSMISSION LINES		DEGREE OF CURVE	D
ELECTRIC		CENTRAL ANGLE	Δ /DELTA
CABLE TELEVISION		LENGTH OF CURVE	L
FIBER OPTIC		TANGENT	T
SANITARY SEWER		DIRECTION AHEAD	DA
STORM SEWER		DIRECTION BACK	DB
ELECTRIC TOWER			

CONVENTIONAL ABBREVIATIONS			
ACCESS RIGHTS	AR	OUTLOT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS	(100')
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CONC	POINT OF CURVATURE	PC
COUNTY	CO	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DIST	REMAINING	REM
CORNER	COR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEPV
GRID NORTH	GN	SQUARE FEET	SF
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY	NGS	UNITED STATES HIGHWAY	USH
NUMBER	NO	VOLUME	V

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COUNTY COORDINATES, MARATHON COUNTY, NAD83(1991 ADJUSTMENT), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

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

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

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.

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

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

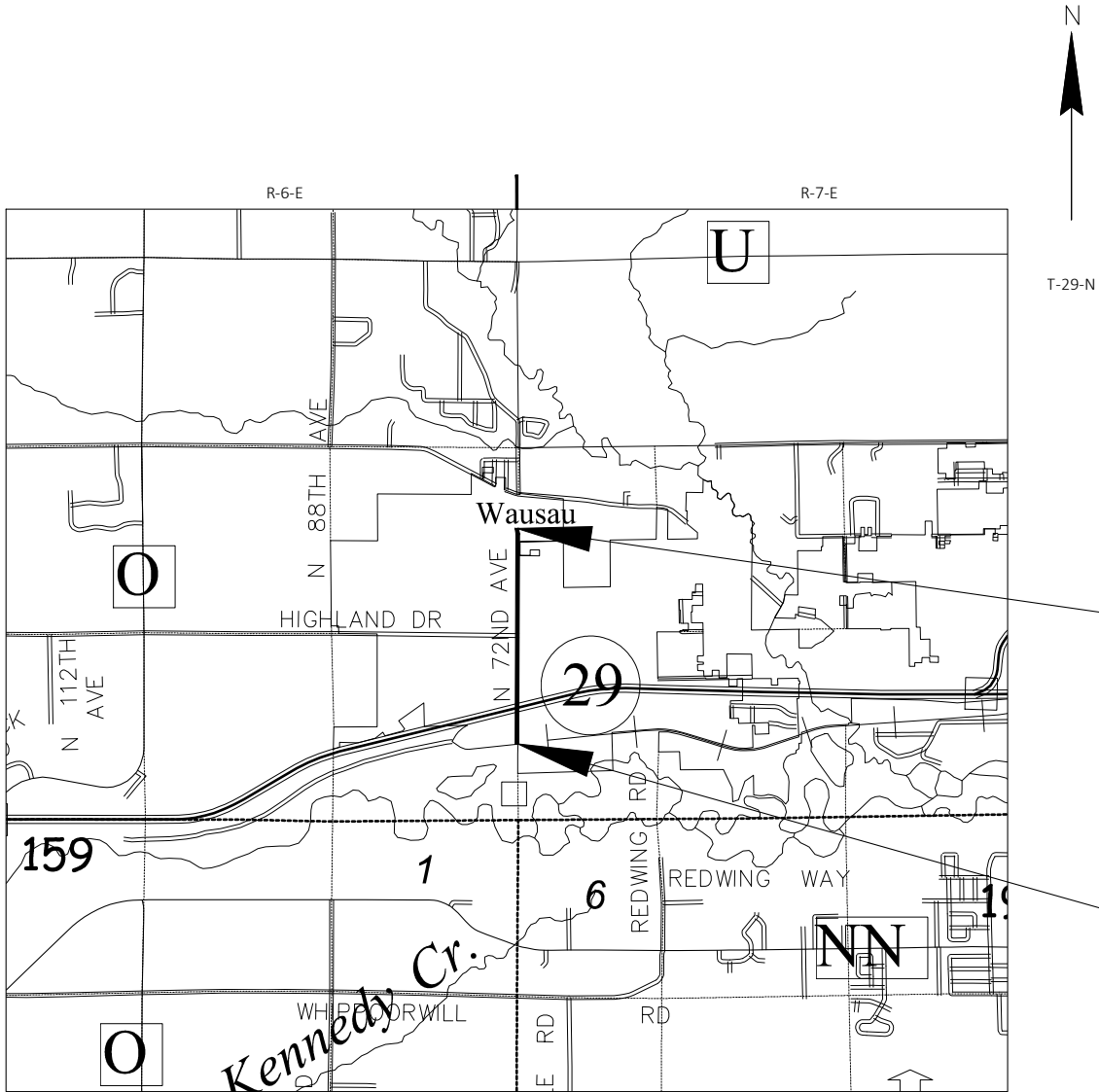
A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

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

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN

PARCEL IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE SCHEDULE OF LANDS & INTERESTS REQUIRED.

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



N



T-29-N

END PROJECT
STA 261+87.15
Y = 204636.673
X = 256072.996

BEGIN PROJECT
STA 200+00.00
Y=198,525.327
X=256,076.750

kapur
all in

7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
414.751.7200
kapurinc.com

ORIGINAL PLANS PREPARED BY



DEC. 17, 2021
(Date)

Erik A. Gustafson
ERIK A. GUSTAFSON
KAPUR & ASSOCIATES
P.L.S. NUMBER 2329

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

APPROVED FOR THE DEPARTMENT

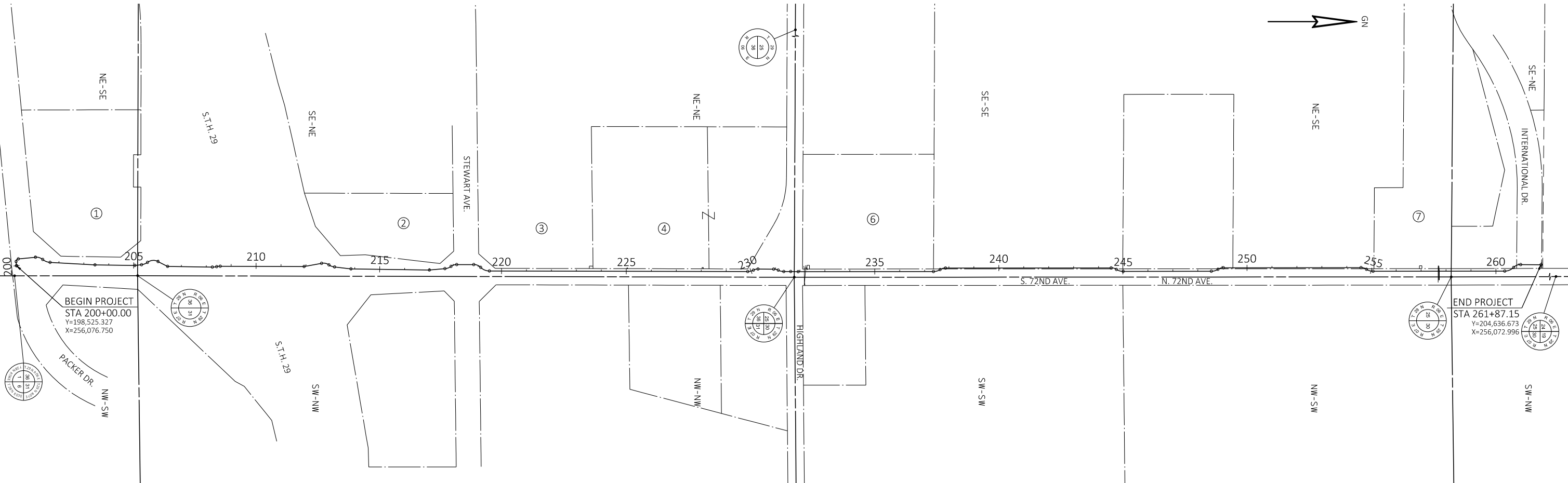
DATE: _____ (Signature)

REVISION DATE

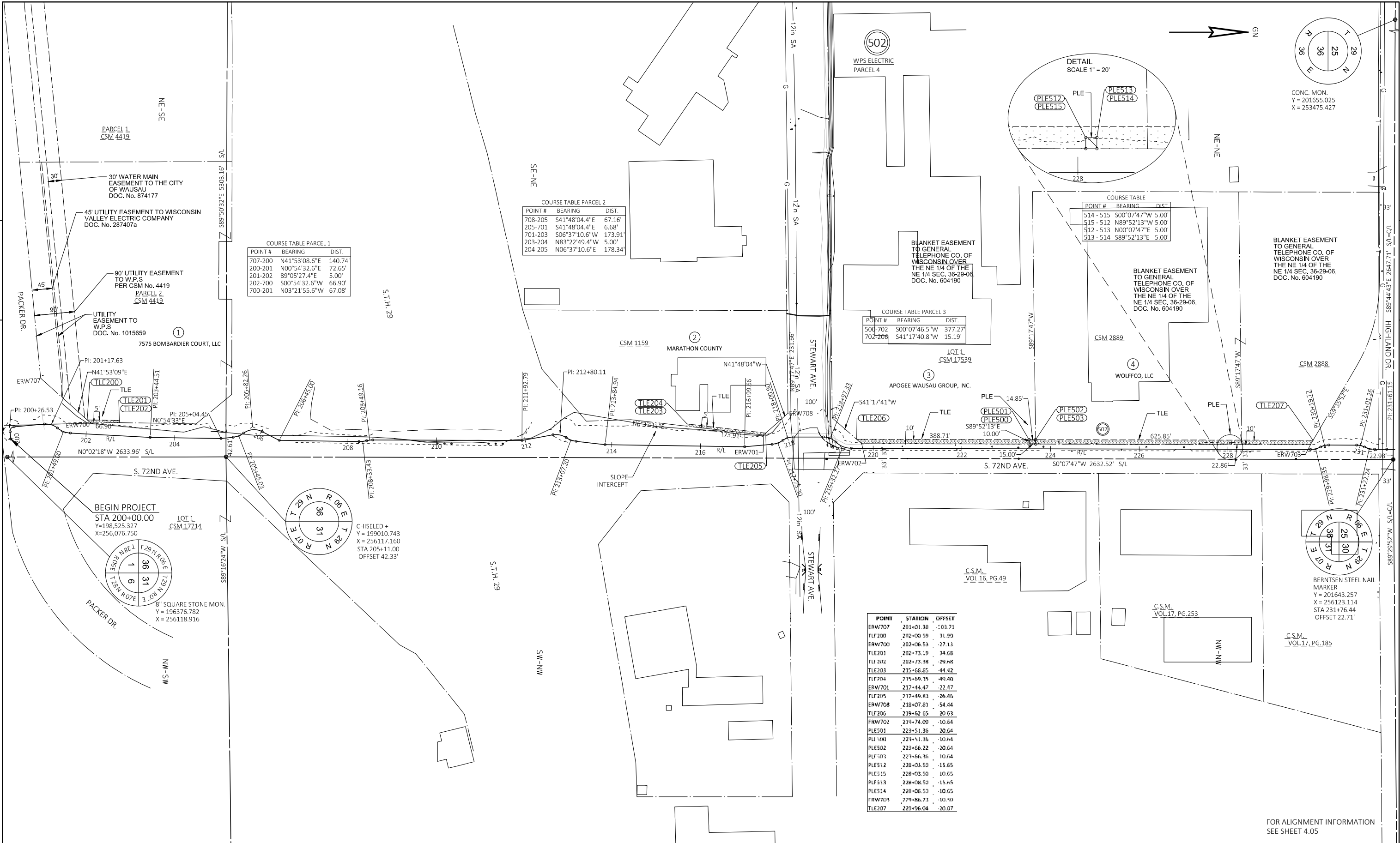
SCHEDULE OF LANDS & INTERESTS REQUIRED

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

PARCEL NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED	R/W ACRE(S) REQUIRED (ACRES)			PLE AREA	TLE AREA	PARCEL NUMBER
				NEW	EXISTING	TOTAL			
1	4.03	7575 BOMBARDIER COURT, LLC	TLE					0.008	1
2	4.03	MARATHON COUNTY	TLE					0.020	2
3	4.03	APOGEE WAUSAU GROUP, INC.	PLE, TLE				0.003	0.088	3
4	4.03	WOLFFCO, LLC	PLE, TLE				0.001	0.142	4
6	4.04	400 SOUTH 72ND AVENUE PROPERTIES, LLC	PLE, TLE				0.003	0.238	6
7	4.04	POLYWOOD PROPERTIES, LLC	PLE, TLE				0.003	0.083	7
500	4.04	FRONTIER COMMUNICATIONS	RELEASE OF RIGHTS						500
501	4.04	VERIZON	RELEASE OF RIGHTS						501
502	4.03, 4.04	WPS ELECTRIC	RELEASE OF RIGHTS						502
503	4.04	WPS GAS	RELEASE OF RIGHTS						503



REVISION DATE					DATE 12/17/2021	SCALE, FEET 0200400	HWY: S. 72ND AVE.	STATE R/W PROJECT NUMBER 6999-18-09	PLAT SHEET 4. 02	
					GRID FACTOR		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER 6999-18-79	PS&E SHEET	E



REVISION DATE	DATE 12/17/2021	SCALE, FEET 0 100 200	HWY: S. 72ND AVE.	STATE R/W PROJECT NUMBER 6999-18-09	PLAT SHEET 4. 03	
GRID FACTOR			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER 6999-18-79	PS&E SHEET	E

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

**FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Vacating and discontinuing an unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard and Elmwood Boulevard

Committee Action: CISM: Approved 4-0
Plan: Approved 7-0

Fiscal Impact: None

File Number: 21-1106

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on November 23, 2021, at a regular meeting of the Common Council to vacate and discontinue the following described alley in the City of Wausau:

All of the public alley in Block 15, Eau Claire Heights Addition, being part of the Southeast ¼ of the Southwest ¼, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

WHEREAS, a public hearing on the passage of such resolution was set by the Common Council for 5:15 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 13th day of January, 2022, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the alley sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

WHEREAS, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the Office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and your Plan Commission, after considering the matter, have recommended that the aforescribed alley be vacated and discontinued; and

WHEREAS, Wisconsin Public Service Corporation has requested that they be granted easement and ingress and egress rights over, across and under the alley prior to it being vacated; and

WHEREAS, Frontier North Inc. may request that they be granted easement and ingress and egress rights over, across and under the alley prior to it being vacated.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described alley is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities any and all permanent easement and ingress and egress rights deemed necessary by them.

BE IT FURTHER RESOLVED the City of Wausau shall retain easement and ingress and egress rights over, across and under the portion of alley being vacated for the purpose of installing, maintaining, inspecting, repairing and/or replacing any of their utilities, and systems such as sanitary sewer.

BE IT FURTHER RESOLVED, that the proper City officials are hereby authorized and directed to execute easements to Wisconsin Public Service Corporation and Frontier North Inc., if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the alley to be vacated, and that these entities shall have until February 25, 2022, to get these easements recorded.

BE IT FURTHER RESOLVED, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than February 25, 2022, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated alley in the Office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the City Engineer as to when this resolution has been recorded.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

Public Hearing: Vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard, and Elmwood Boulevard

Rasmussen opened the public hearing and asked those in attendance wishing to speak to come forward and state their name and address.

Christine Schneck, 2505 Mount View Boulevard, has lived at this property for 3½ years. She and her dog enjoy the back alley, which the public also uses to walk dogs. She understands access is still needed for WPS. She understands on paper the vacation would give 6' at the back of the properties but would like to know the benefits either way. Wesolowski stated the alley does have a sanitary sewer located in it. Property owners would not be able to build structures or anything permanent within the easement area. In essence the alley would look the same as it does now.

Rasmussen asked if the alley is grass and Wesolowski confirmed. Traffic does not drive through it. Rasmussen stated the number one benefit of vacation is traffic would stop using it. Wesolowski added that if an alley does not have utilities, people could build within the vacated area. Because of the utilities in this alley, it would not function much differently than it does now. Rasmussen stated foot traffic should stop once the alley becomes private property. Rasmussen noted that all but one property owner along the alley signed the petition.

There were no further comments, and the public hearing was closed.

Discussion and possible action on vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard, and Elmwood Boulevard

Rasmussen said 9 of the 10 homeowners have requested the vacation. With utilities in the alley right-of-way, Wadinski would be inclined not to vacate. However, with the number of signatures he agrees with vacation. Neal believes all the residents that about the alley are told about need for utility access. Whatever the limitations are should be made known to them.

Larson moved to approve vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard, and Elmwood Boulevard. Wadinski seconded and the motion carried 4-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, January 18, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, George Bornemann; *By WebEx*: Pat Peckham, Bruce Bohlken, Andrew Brueggeman

Others Present: Brad Lenz, Sam Wessel, Melissa Engen; *By WebEx*: Jerry Pruitt, Lindsey Pearson

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

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard and Elmwood Boulevard.

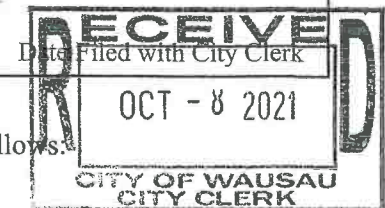
Lindman said that this item was discussed during the last CISM meeting. The request was made by the residents. There were some questions asked during the CISM meeting, but no concerns. Staff recommends approval.

Neal motioned to vacate and discontinue the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard and Elmwood Boulevard. Bornemann seconded, and the motion carried unanimously 7-0 by roll-call vote.

PETITION

TO THE MAYOR AND COMMON COUNCIL OF THE CITY OF WAUSAU, WISCONSIN

For Office Use



A Petition For:

- ☒ Alley Vacation
 ☐ Sanitary Sewer
 ☐ Storm Sewer
 ☐ Other as Follows: _____
☐ Blacktop Paving
☐ Street Light
☐ Watermain
☐ Curb and Gutter
☐ Street Vacation
☐ Zoning Change

The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
<i>Ken Przybylski</i>	Ken Przybylski	2510 Elmwood Blvd	9-24-2021
<i>Susan Engbrecht</i>	Susan Engbrecht	2518 Elmwood Blvd	9-24-2021
<i>Keith Engbrecht</i>	KEITH ENGEBRECHT	2518 Elmwood Blvd	9-24-2021
<i>Mark Tomaszewski</i>	MARK TOMASZEWSKI	2514 Elmwood Blvd	9-24-2021
<i>Deborah Olson</i>	Deborah Olson	2513 Mt View Blvd	9-25-2021
<i>Jonathan Richard</i>	Jonathan Richard	2511 Mount View Blvd	27 Sept 2021
<i>William Hultberg</i>	William Hultberg	2519 Mount View Blvd	27 Sept. 2021
<i>Chris Schneck</i>	CHRIS SCHNECK	2505 Mount View Blvd	9/27/21
<i>Deb Buttke</i>	Deb Buttke	2502 Elmwood Blvd	9/27/21
<i>Jean Kohn</i>	Jean Kohn	2506 Elmwood Blvd	10-8-21
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
 CITY OF WAUSAU JEAN KOHN being duly sworn disposes and says that he is a resident of the affected area, residing at 2506 Elmwood Blvd in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residences are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 8th day of OCTOBER, 2021

Mary G. Gacke
 Signature of City Clerk or designee
 Deputy

Jean Kohn 715-212-096
 (Signature of Circulator)
2506 Elmwood Blvd
 (Address of Circulator)

AGENDA ITEM
#3 - Public Hearing: Vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard, and Elmwood Boulevard #4 – Discussion and possible action on vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake view Drive, Mount View Boulevard, and Elmwood Boulevard
BACKGROUND
The Engineering Department received a petition to vacate the alley as described above and as shown on the attached map. This public hearing will give the residents along the alley the opportunity to speak on the issue. Sanitary Sewer lines do run in this alley, if the alley is vacated, an easement for sewer main as well as other utilities would need to be maintained.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Recommend approval depending upon public comment.
Staff contact: Allen Wesolowski 715-261-6762



RESOLUTION OF THE FINANCE COMMITTEE

Approving the Towing Services Agreement with Joe Rader Towing LLC

Committee Action: Approved 4-0

Fiscal Impact: No additional financial impact to the City

File Number: 20-0822

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	Unknown
	<i>Included in Budget:</i>	Yes ☒ No ☐	Unknown
	<i>One-time Costs:</i>	Yes ☐ No ☒	Unknown
	<i>Recurring Costs:</i>	Yes ☒ No ☐	Unknown
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, in 2020, the Wausau Police Department sought support from the City to partner with a towing services provider who could assist the department in improving the efficiency and customer service in responding to situations that required towing; and

WHEREAS, Joe Rader Towing, LLC was awarded the towing contract for 2021 and successfully performed the contract requirements throughout the term of the contract; and

WHEREAS, the City initiated a RFP for towing services related to non-consensual/no-preference tows, evidence tows, and City owned vehicles again in November 2021 for a two year contract; and

WHEREAS, responses were received from only Joe Rader Towing, LLC and analyzed by the City Attorney's Office and the Wausau Police Department to determine if all of the requirements of the Request for Proposals were met;

WHEREAS, the proposal submitted by Joe Rader Towing, LLC met all of the requirements outlined in the Request for Proposals; and

WHEREAS, your Finance Committee, on January 11, 2022, discussed and recommended entering into the attached Towing Services Agreement with Joe Rader Towing, LLC, which is attached to this Resolution as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Towing Services Agreement with Joe Rader Towing LLC, substantially in the form of that which is attached hereto, and authorizes and directs the proper City officials to execute the Towing Services Agreement.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 11, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, and Deb Ryan

Members Excused: Dawn Herbst

Others Present: Maryanne Groat, Bob Barteck, Mark Hanson, Eric Lindman, Toni Vanderboom, Kaitlyn Bernarde, Gerry Klein, Jim Wadinski, Michelle Van Krey

Discussion and possible action on approving Towing Services Agreement with Joe Rader Towing, LLC

Rasmussen stated an RFP was released for three categories of towing services: non-consensual no preference tows, evidence tows and city-owned vehicle tows. The recommendation is for Joe Rader Towing, LLC.

Motion by Martens, second by Ryan to approve the Agreement. Motion carried 4-0.

Towing Services Agreement

THIS AGREEMENT is made on the date this Agreement is executed by and between Joe Rader Towing LLC (“Tow Company”), a Wisconsin limited liability company with a principal place of business at 4701 North 32nd Avenue, Wausau, WI 54401, and City of Wausau (“City”) a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403, collectively referred to as the “Parties”.

RECITALS

The City wishes to be provided with the towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement.

1. TERM

This Agreement shall become effective upon the date of the last party to sign the Agreement and, unless sooner terminated as provided, shall remain in full force and effect for a term of two (2) years from such date. Two (2) months prior to the expiration of the term, the City will issue another Request for Proposal of Towing Services. At that time, Tow Company may submit another response for the City’s consideration.

2. DEFINITIONS - TYPES OF TOWING SERVICES

- Non-consensual/no-preference tows/abandoned vehicles – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

3. PERFORMANCE REQUIREMENTS

1. Rules of Conduct

The Tow Company shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

2. Regulation

The Tow Company shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

4. OBLIGATIONS OF TOW COMPANY

a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow

Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly, just as described below in #6(3). Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

b. AREA OF SERVICE FOR ALL TYPES OF TOWS

Vehicles shall be towed from their stalled or parked location to another location within the City or not more than six miles outside of the City's corporate limits as directed by a City agency.

c. VEHICLE STORAGE FOR ALL TYPES OF TOWS

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all time; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date and time of access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.
5. Tow Company shall answer the phone twenty four (24) hours a day, seven (7) days a week to give an immediate response to the customer. In the event no one is available to release a stored vehicle upon request, due to the request occurring after

normal business hours, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.

6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

5. OBLIGATIONS OF THE CITY

The City, by way of its employee handling the matter that necessitates towing services that fall under this Agreement, will inform Tow Company at the time of the towing request, that the type of tow needed falls under this Agreement. In the case of a Wausau Police Officer informing the Marathon County Dispatch that a tow, under this Agreement, is needed, the Wausau Police Officer will inform Marathon County Dispatch to convey to Tow Company that the type of tow is a tow falling under this Agreement. Additionally, the Wausau Police Officer will confirm with the Tow Company employee that arrives to the scene that the requested tow is a tow covered by this Agreement.

6. PRICE

Non-Consensual/No-Preference Tows/Abandoned

Accident Vehicles- (These costs are based on a typical accident in the City of Wausau)

- Base accident rate hook-up - \$150.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rates vary depending on severity of accident
 - If any winching and/or labor is needed, the labor rate may range from \$40.00 - \$160.00
 - Labor rate is \$40.00 for every 15 minutes on scene
 - This could include winching, clean up, and securing loose parts of the vehicle before or after the initial hook up
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$40.00
- No key charge - \$40.00

Disabled Vehicles- (Vehicles that breakdown on the roadway)

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$40.00
- No key charge - \$40.00

Abandoned Vehicles

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- Daily storage rate - \$40.00
- No key charge - \$40.00
- After hour rate - \$40.00 (6:00 PM – 6:00 AM)

Evidence Tows

Evidence Tows

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- If any winching and/or labor is needed, the labor rate may range from \$40.00-\$160.00
 - Average labor rate is \$40.00 for every 15 minutes on scene
 - This could include winching, clean up, & securing loose parts of vehicle before or after the initial hook up
- Daily storage rate - \$40.00
- No key charge - \$40.00
- After hour rate - \$40.00 (6:00 PM – 6:00 AM)

City-Owned Vehicle Tows

City-Owned Vehicle Tows

- WPD squad vehicles - \$0
- City of Wausau Light/Medium Duty Vehicles
 - Base rate hook-up - \$85.00
 - No mileage charge
- Daily storage rate - \$35.00

7. BILLING

1. Invoices for services provided by Tow Company shall be sent the first of every month to:

City of Wausau Police Department
515 Grand Avenue
Wausau WI 54403

2. The City is responsible for all charges for towing and storage of City owned vehicles and evidence tows only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City and not considered evidence, are the responsibility of the owner of such vehicles. Storage rates charged to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or other purposes.

3. Monthly billing statements once all charges are finalized and/or paid, shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates and the total number of days stored. Tow Company

will be responsible for drafting these monthly billing statements, including the information described above, in an organized, easy to understand format, that may need to be modified from time to time, based on the wishes of either Party.

8. INSURANCE REQUIREMENTS

a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY

Tow Company shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by the Tow Company, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

1. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
2. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
3. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

b. WORKERS COMPENSATION INSURANCE

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by the Tow Company.

c. PROOF OF INSURANCE

1. The Tow Company shall furnish the City Attorney with a Certificate of Insurance, naming the City as an additional insured, countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Tow Company meets the insurance requirements identified above.
2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the Tow Company, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.
4. The Certificates shall describe the contract by name in the "Description of Operations" section of the form.

9. INDEMNIFICATION

Tow Company hereby agrees to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding anything herein to the contrary, no provision in this Agreement shall be construed as a waiver of the City's governmental immunities or right to receive a notice of a claim as set forth in Wis. Stat. § 893.80.

10. TERMINATION OF CONTRACT

1. Default

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective 30 days after receipt of such notice, if such named default remains uncured. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

2. Insolvency and Bankruptcy

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course. Termination shall be effective immediately upon receipt of notice.

3. For Convenience

Any Party may terminate this contract upon ninety (90) days written notice to the other Party, unless the Parties mutually agree on another time frame. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

4. Rights are Cumulative

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

11. WAIVER

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

12. DELINQUENT TAXES OR CHARGES

The City may terminate this contract for default if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

13. FORCE MAJEURE

The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or

comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Tow Company is impacted by Force Majeure and more than 60 days has elapsed then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

14. DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to mediation. If the parties cannot agree to mediation, any party may commence an action in the Circuit Court of Marathon County. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

15. INDEPENDENT CONTRACTOR STATUS

The Tow Company agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

16. NON-DEBARMENT CLAUSE

The Tow Company hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. The Tow Company further agrees and certifies that this clause shall be included in any subcontract of this contract.

17. GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any

program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

18. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. Tow Company shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

19. NOTICES

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

1. If delivered by First class post, 5 days from the date of posting; and
2. If delivered by hand, on the date of such delivery

Notices will be sent to:

Joe Rader Towing LLC
4701 North 32nd Avenue
Wausau, WI 54401

Wausau Police Department
ATTN: Cord Buckner
515 Grand Avenue
Wausau, WI 54403

City Clerk
City Hall
407 Grant Street
Wausau, WI 54403

20. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

21. ASSIGNMENT OR SUBCONTRACT

This contract may not be assigned or subcontracted by the Tow Company without the written consent of the City.

22. AMENDMENTS

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

23. SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

24. AUTHORITY TO EXECUTE

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives as of the last date set forth below:

Signed:

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor (Date)

Kaitlyn Bernarde, Clerk (Date)

JOE RADER TOWING LLC

(Date)

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

JOINT ORDINANCE OF AIRPORT COMMITTEE, PLAN COMMISSION, AND CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Amending Section 23.06.06 Off-street parking and traffic circulation			
Committee Action:		Ordinance Number:	
Airport 7-0			
Plan 7-0			
CISM 4-0			
Fiscal Impact:		None	
File Number:		Date Introduced:	
22-0110		January 25, 2022	

The Common Council of the City of Wausau do ordain as follows:

Add ()

Section 1. That Section 23.06.06 Off-street parking and traffic circulation is hereby amended to read as follows:

23.06.06 Off-street parking and traffic circulation.

...

(20) Surfacing.

...

(b) The following shall be exempt from these surfacing requirements:

...

4. Areas within the fenced perimeter of the Downtown Airport. Short-term parking, for a maximum of 10 continuous days, is allowed for those who are engaged in aviation-related activities at the Downtown Airport.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

AIRPORT COMMITTEE

Date and Time: Wednesday, November 10, 2021 @ 6:00 pm., at the Wausau Downtown Airport

Members Present: Pat Peckham (C) Lou Larson, Jim Wadinski, Doug Diny, Fred Prehn, Dennis Seitz, and Lisa Rasmussen

Others Present: John Chmiel, Nathan Miller, Chad Abbiehl - DPW

Discussion and Possible Action Regarding Draft Airport Tenant Parking Plan - Chmiel/Miller

Pat Peckham commented William Hebert, Inspections, doesn't like to make exceptions to ordinances, but is not actively opposing this. This draft would make an exception at the airport to the prohibition of parking on the grass.

Nathan Miller noted this will also go to the Plan Commission before it goes to the Council. John Chmiel pointed out cars at the airport have been parking on the grass since 1927.

(Lisa Rasmussen entered the meeting.)

Motion by Prehn, second by Seitz to approve the proposed amendment to the off-street parking and traffic circulation ordinance. Motion carried 7-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 21, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, Bruce Bohlken, Andrew Brueggeman, George Bornemann, Pat Peckham (arrived at 5:05 p.m.)

Others Present: William Hebert, Brad Lenz, Brian Stahl, Sam Wessel, Melissa Engen, John Chmiel; *By WebEx*: Jerry Pruitt, Lindsey Pearson

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

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Amending Section 23.06.06 Off-street parking and traffic circulation.

Hebert said that he was approached by Peckham and the Airport Committee about parking at the airport. The Airport Committee has recommended the exception for parking on paved areas. A staff report and email from John Chmiel is included in the packet. The maximum allowance for the parking will be ten days.

Peckham said that he supports this and it is a good practical change. It does not set a precedent.

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on amending Section 23.06.06 Off-street parking and traffic circulation.

Brueggeman motioned to amend Section 23.06.06 Off-street parking and traffic circulation. Bornemann seconded.

Bornemann asked for more information on the complaints. Chmiel said that he has been the airport manager for 30 years and has only received one complaint. The person across the street complained to him to let him know the ordinance requirements. Chmiel said that they would like to make sure the ordinance is clean.

Peckham added that the airport users have been very good with complying and this will be a good change.

The motion carried unanimously 7-0.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

Discussion and possible action on amending Section 23.06.06 Off-street parking and traffic circulation

Rasmussen explained this item comes from Plan Commission and the Airport Committee. When hanger owners are at the airport engaging in aviation activities, they park their vehicles out of the way on areas that are not paved. The airport property is looking for an exemption of parking on gravel while people are using their airplane.

Neal moved to approve. Larson seconded and the motion carried 4-0.

Neal mentioned a letter and petition received from Richard LeClair regarding making the alley between Stark and Steuben Streets and 5th and 6th Streets one-way. Neal would like to see this on a future agenda. Wesolowski noted that designation of one-ways and installing stop signs was designated to the City Engineer and would not have to come to committee. Wesolowski will look at the alley and contact LeClair.

AGENDA ITEM
Discussion and possible action on amending Section 23.06.06 Off-street parking and traffic circulation
BACKGROUND
Airport staff has asked for an exception to parking on paved surfaces. This would require an amendment to the parking Ordinance 23.06.06(20)(a). A Public Hearing on this item was held at Plan Commission. The Plan Commission discussed and voted unanimously to approve the parking exception. Please see the attached information from Plan Commission.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff has no objections to granting this exception.
Staff contact: Eric Lindman 715-261-6745



Memorandum

From: William Hebert, Zoning Administrator
To: Plan Commission
Date: December 16, 2021
Subject: Creating Exception for Parking on Pavement at Airport

Staff has been approached by the airport manager and the airport committee about providing an exception to parking on paved surfaces. We have had a few neighborhood complaints about hangar tenants leaving vehicles on grass for several days at a time while they are traveling.

The general requirement is:

23.06.06(20)(a) All off-street parking, loading, and traffic circulation areas shall be graded and surfaced so as to be dust-free and properly drained and shall be paved with a hard, all-weather or other surface to the satisfaction of the Zoning Administrator. All driveways and parking areas shall be surfaced with a minimum thickness of three inches of asphaltic concrete, concrete, or any other surfacing over a minimum thickness of four inches of an aggregate base material as approved by the Department of Public Works.

Three exceptions currently are in the ordinance:

1. Driveways in rural holding districts
2. All agricultural land uses
3. Enclosed and screened storage areas.

Drafted language of a 4th exception is:

4. Areas within the fenced perimeter of the Downtown Airport. Short-term parking, for a maximum of 10 continuous days, is allowed for those who are engaged in aviation-related activities at the Downtown Airport.

Airport Manager John Chimel sent an email with some further information and background on the request.

From: [John Chmiel](#)
To: [Melissa Engen](#)
Cc: [Nathan Miller](#); [Brad Lenz](#); [William Hebert](#); [Samuel Wessel](#)
Subject: [EXTERNAL] Re: Airport Parking Staff Report
Date: Thursday, December 16, 2021 8:13:21 AM

The first 10-unit T-hangar building at the Wausau Downtown Airport was constructed in 1952. Hangar tenants parked their cars where it was most convenient outside, typically on the grass adjacent to the hangar, for short-term flights. Typically for long term flights away from the airport, some tenants may have chosen to park their vehicles inside their hangar until they return. This practice isn't typically embraced by many since on-road vehicles retain salt and other contaminants which are harmful to aircraft structures and can cause corrosion to aircraft if deposited inside a hangar. No specific tenant paved parking area inside the fence exists. Airport user and transient parking is not conveniently located near hangars for T-hangar tenants to use. Tenants are not supposed to park on the taxi-lanes between the hangars since multiple vehicles can block tenant hangars, preventing their use, and these vehicles can cause issues with aircraft wingspans while taxiing. This is why, traditionally, the grass has been the chosen parking location for tenants at Wausau Downtown Airport, not unlike most airports across America.

It was recently brought to airport management attention that the City has an ordinance regarding parking on grass areas for commercial and residential properties. In the interest of compliance with City initiatives the Airport Committee has discussed the issue and voted unanimously to request a variance from the ordinance for the airport. The alternative is to construct costly tenant-specific parking areas within the fence. This costly luxury would be unique among airports. The money used for this project would be much better spent on already planned for safety related capital projects.

In the meantime, tenants have been encouraged to use the currently airport parking lot for long-term parking and large gathering meeting events at their hangars.

jpc

"Keep your head on a swivel!"

John P. Chmiel, "Practicing the Art of Flight"
Wausau Flying Service, Inc.
Wausau Downtown Airport
(715) 845-3400
taildraggerflyer@yahoo.com

RESOLUTION OF THE TRANSIT COMMISSION

Observing Transit Equity Day

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0112

Date Introduced: January 25, 2022

RESOLUTION

WHEREAS, Transit Equity Day is a national day of action to commemorate the February 4 birthday of Rosa Parks, an iconic figure in the movements for social justice and racial equality, who played a major role in the inception of the Civil Rights movement; and

WHEREAS, Transit Equity Day highlights Rosa Parks' 1955 pivotal work and her brave and determined advocacy for safe and reliable public transportation for all people and communities both then and today; and

WHEREAS, Transit Equity Day of action is recognized to elevate the message that public transit is a strategy to combat climate change, and that public transit promotes affordable, accessible, clean and safe transportation alternatives for all community members; and

WHEREAS, The City of Wausau values equity and sustainability, and desires to provide equal access to safe, efficient and accessible public transit, that is sustainable and environmentally friendly;

NOW, THEREFORE, BE IT RESOLVED, by the City of Wausau Transit Commission that Friday February 4, 2022 will be observed as "Transit Equity Day" by reserving a seat on every Metro Ride bus to honor and celebrate the invaluable work of Rosa Parks.

Approved:

Becky McElhaney, Transit Commission Chair

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Business Improvement District (BID) Board*

File Number: 22- 0103

Date Introduced: January 25, 2022

Business Improvement District (BID) Board

Robb Shepherd (2)
Re-Appointment

3406 Swallow Ln

Term Exp. 12/31/23

715-845-7969

- (N) Individual is filling the unexpired term of a former member
(1) Individual is in their own 1st full term
(#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor

11/21/17

Robb Shepherd Bio

Robb Shepherd
3406 Swallow Ln
Wausau WI 54401
(Town of Rib Mountain)
Work #715-845-5432
Cell #715-218-4248
Home #715-845-7969
robb@shepssports.com

I'm the sole owner of Shepherd & Schaller Sporting Goods, Inc. for the past 31 years, located at 324 Scott St. downtown Wausau. Our business is 68 years old, second generation family owned. In 2002 I ran for a position for the Wausau Board of Education. I was honored in being elected, and served the students, faculty/administration, parents, and constituents of the Wausau School District for four terms totaling 12 years.

I again look to serve the city of Wausau in some small capacity.

Robb Shepherd

Shepherd & Schaller
shepssports.com
715-845-5432

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

**RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Approving creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-1107

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee held a public hearing on January 13, 2022 pursuant to Section 70.27 of the Wisconsin Statutes for the purpose of discussing the proposed Assessor's Plat for the properties at 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue, and no one appeared in opposition to the project; and

WHEREAS, the Common Council, on November 23, 2021, approved this project at no cost to the affected property owners.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that work on the Assessor's Plat for the properties at 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue be commenced by the City Surveyor.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

Public Hearing: Creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue

Rasmussen noted this plat is to straighten out lot lines. She opened the public hearing and asked those in attendance wishing to speak to come forward and state their name and address.

Danny Weith, 1309 Torney Avenue, is trying to understand when the lot lines changed. About 8 years ago he obtained a permit to redo his garage. With the way the yellow lines are shown on the map, his garage would be considered his neighbor's property. He asked how the lines changed without notification. Wesolowski stated the lines did not change and perhaps Inspections was unaware of the lot line issue when his permit was issued. Weith stated the red lines are where stakes were until sidewalk work was done. When concrete work was completed, the stakes were removed and were not replaced.

Wesolowski stated what the County has on record is the way the yellow lines are on the map. This plat redefines the property lines and places them where they essentially should be. This would give the City Surveyor the right to do the work and present the Assessor's Plat to the property owners.

Ann Czyzewski, 1315 Torney Ave, learned about this issue when she tried to get a permit to replace her fence in 2015. Inspections would not give her a permit and she was told to hire a surveyor. She learned she was not the only one in this situation. It would have been useful to know who to go to within the City with this problem. She did not pursue a surveyor because it involved 4 properties. She asked that Inspections be informed to refer these issues to the correct person within the City rather than suggesting a private surveyor.

There were no further comments, and the public hearing was closed.

Discussion and possible action on creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue

It could be a perspective when looking at the map, but Neal asked if there was also an issue with the north/south line as it appears to go through buildings. Wesolowski indicated there is not an issue with the north/south line. The east/west lines are where the issues are. Regarding Inspections referring to a private surveyor, Wesolowski explained that if there is a dispute between individual lots, the City would not survey. In that scenario the owner would have to hire a surveyor. In this situation where the plat is incorrect, the City will survey because there are several lots involved.

Neal moved to approve the creation of an Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue. Larson seconded and the motion carried 4-0.

AGENDA ITEM

#5 - Public Hearing: Creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue

#6 – Discussion and possible action on creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue

BACKGROUND

The properties in question are 901 Townline Road, and 1309, 1315, and 1321 Torney Avenue. These 4 parcels were created as one parcel by land contract in 1896, then divided into two parcels in 1908, and finally those two parcels were split in 1924 and 1929. The occupation of 1309, 1315, and 1321 Torney Avenue appears to fall approximately 30 feet further south than described in the deeds of record. Excess lands north of those lots would potentially be absorbed into 901 Townline Road (as occupied).

See the attached map for the parcels off Torney Avenue that are in question. The yellow lines on the map are the parcel lines per the recorded deeds. The red lines are lines of occupation, and potential location of property lines if an Assessor's Plat would be completed.

An Assessor's Plat is a cooperative process between the surveyor and the residents to basically produce an "as-built" survey of the parcels, that is mutually agreed upon by all parties. Once completed, the parcels are forever referenced by their lot number on the Plat. A few key points in the Assessor's Plat process (also see attached flow chart):

- Assessor's Plat ordered by Common Council.
- Field survey of the area is performed, property lines staked with temporary monuments, and map drafted.
- Residents are notified by certified letter of opportunity to examine map and view temporary monuments.
- Any discrepancies in boundary lines are reconciled by surveyor.
- Once boundary lines are agreed upon by residents, boundary agreements are recorded.
- Plat filed with the City Clerk, then transmitted to Wisconsin DOA Plat Review.
- Once the plat is certified by DOA, City Clerk to publish Class 3 notice and plat shall remain on file for 30 days to allow residents to bring suit to have the plat corrected.
- Once suits, if any, are decided, plat is corrected, approved by common council, and recorded.

WMC Chapter 21.30 and Wisconsin Statute 70.27 allow for the Common Council to order an Assessor's Plat when:

"in the judgment of the governing body having jurisdiction, the description of one or more of the different parcels thereof cannot be made sufficiently certain and accurate for the purposes of assessment, taxation or tax title procedures without noting the correct metes and bounds of the

same, or when such gross errors exist in lot measurements or locations that difficulty is encountered in locating new structures, public utilities or streets, such governing body may cause a plat to be made for such purposes.”

Statue also does allow for the municipality to charge for the Assessor’s plat. Engineering is not recommending we charge, rather do the work in house and not charge.

FISCAL IMPACT

None

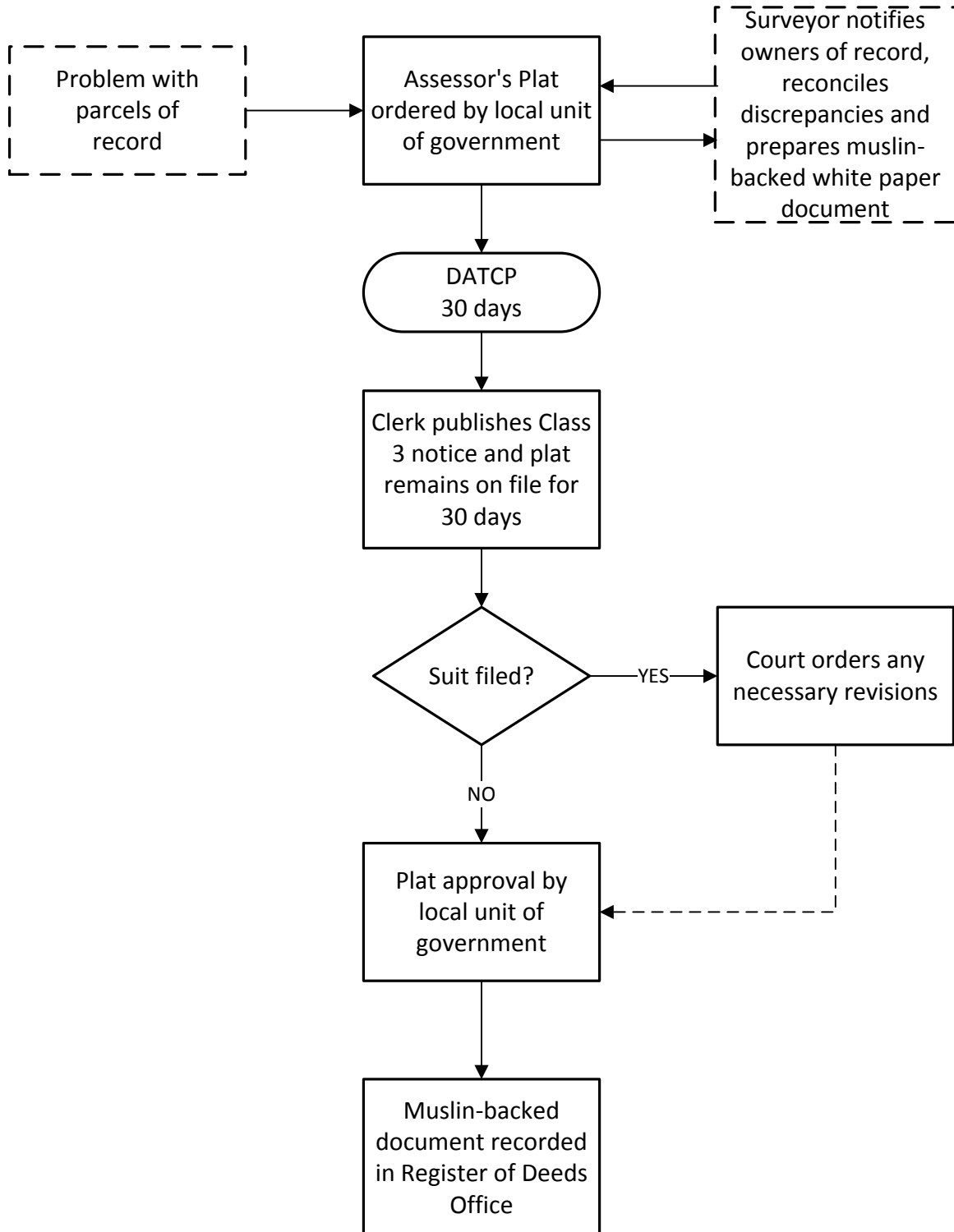
STAFF RECOMMENDATION

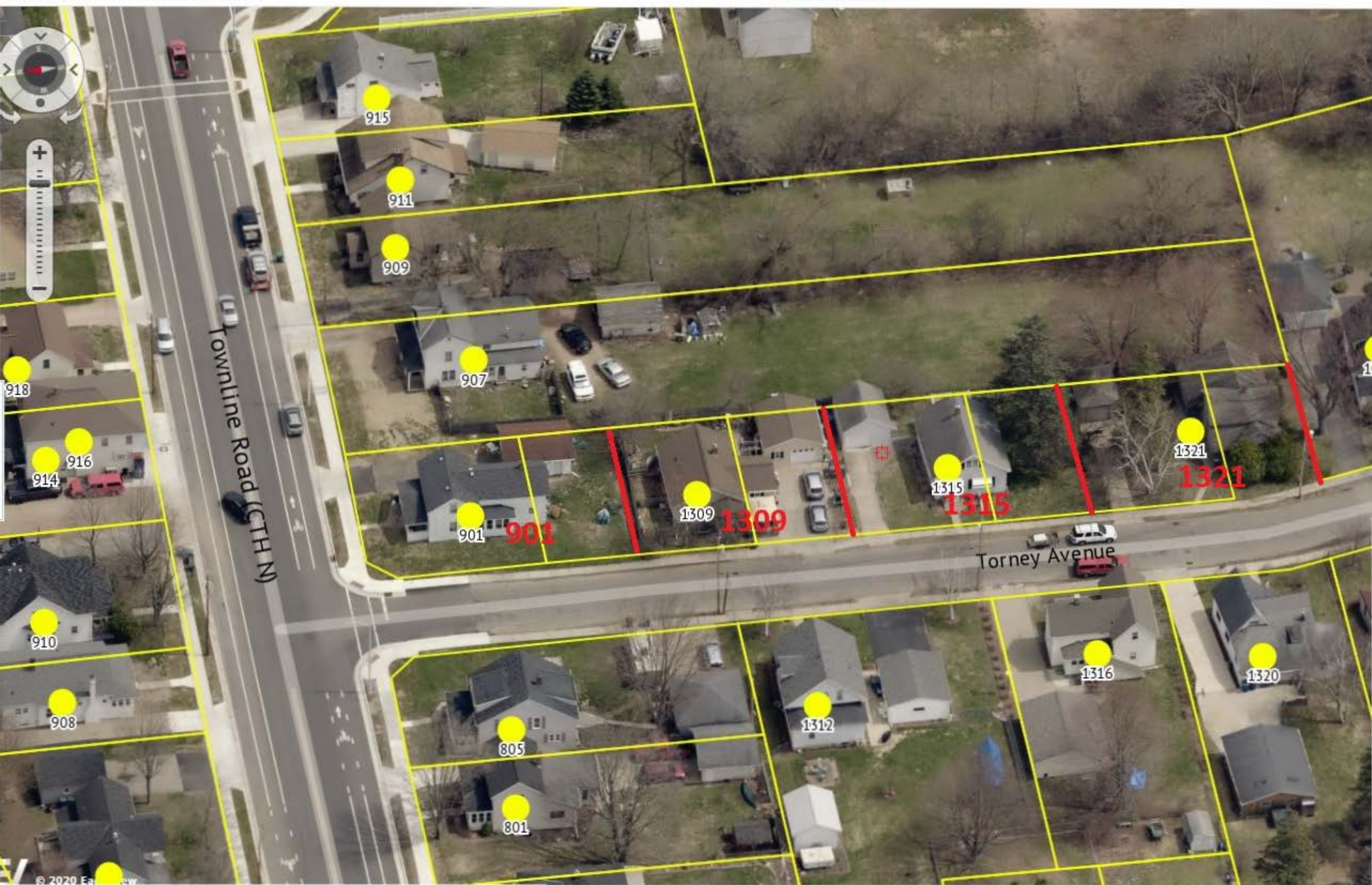
Recommend approval depending upon public comment.

Staff contact: Allen Wesolowski 715-261-6762

ASSESSOR'S PLATS

Assessor's Plat Process s. 70.27 Wis. Stats.





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

RESOLUTION OF THE FINANCE COMMITTEE

Approving application for CDI grant through WEDC for the Children's Imaginarium

Committee Action: Pending

Fiscal Impact:

File Number: 22-0111

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the Wisconsin Economic Development Corporation's ("WEDC") Community Development Investment ("CDI") Grant Program supports urban, small city and rural community re/development efforts by providing financial incentives for shovel-ready projects, with emphasis on downtown community-driven efforts; and

WHEREAS, the City is grant eligible because the former mall site is being redeveloped into a mixed-use destination, with a public market, small retail stores, a signature pedestrian bridge connecting to the Wisconsin River, and the Children's Imaginarium, a regional destination for families throughout north central Wisconsin; and

WHEREAS, eligible activities include Building renovation, and it is proposed that application be made for funding the final phase of construction of the Children's Imaginarium to cover cost increases and supply shortages as they relate to the buildout of the museum; and

WHEREAS, The Children's Imaginarium is under lease with HOM Furniture, and under contract for construction with Ghidorzi Construction, projected to open in Fall of 2022; and

WHEREAS, the Children's Imaginarium will renovate and occupy 13,850 square feet of the existing HOM Furniture store, is 94% funded privately by securing approximately \$3,600,000 toward the completion of the \$3.8 M project through individual donors, local businesses, and local foundations, and will

contribute to the economic viability of the community by increasing tax base and generating in excess of \$130,000 in its first ten years; create three full-time positions upon opening, and increase through year 3 of operations; and will spur additional investment in commercial and residential properties as a regional destination; and

WHEREAS, the current gap in their financing is around \$253,000; and

WHEREAS, the City has contributed \$1,915,000 to the acquisition and demolition of the mall and will be constructing new roads, converting streets, creating greenspace, and adding hundreds of yards of convertible sidewalk space with benches, tables, plants and other pedestrian amenities, as well as contributing public funding to finance surrounding development that will complement the ecosystem The Children's Imaginarium will help anchor in the only building remaining on the former mall site; and

WHEREAS, the CDI grant is a pass-through grant in which the municipality applies on behalf of The Children's Imaginarium and is required to submit an authorizing Resolution with its application, due February 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau hereby approves making application on behalf of The Children's Imaginarium for a Community Development Investment Grant through the Wisconsin Economic Development Corporation, and authorizes staff to complete and submit the required application on or before February 1, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Second Amendment to Development Agreement, Second Amendment to Real Estate Mortgage and First Amendment to Real Estate Mortgage Subordination Agreement – Riverlife Wausau LLC – Phase I

Committee Action: Pending

Fiscal Impact:

File Number: 15-0708

Date Introduced: January 25, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☐ No ☐	Budget Source:
	One-time Costs:	Yes ☐ No ☐	Amount:
	Recurring Costs:	Yes ☐ No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, effective June 28, 2019, the City and Riverlife Wausau LLC (“Developer”) entered into that certain Development Agreement – Phase I and Mortgage for the construction of residential apartment units on the Riverfront; and

WHEREAS, the original Development Agreement and Mortgage each provided that the Mortgage is subordinate to any mortgage securing the Third-Party Loan; provided, however, that the amount of the Third-Party Loan lien superior to the Mortgage shall not exceed \$8,500,000; and

WHEREAS, on December 20, 2020, Developer granted to the City a Real Estate Mortgage (Riverlife – Phase I), recorded in the Office of the Register of Deeds for Marathon County, Wisconsin on December 30, 2020, in the amount of \$242,232.50, and a Security Agreement and Assignment of Rents, wherein the City acknowledged the priority granted to the Lender is limited to the obligations up to an aggregate amount of \$10,000,000; and

WHEREAS, on March 23, 2021, the Common Council approved the conveyance of additional lands to Developer for Phase I, necessitating the First Amendment to the Development Agreement, effective April 16, 2021, revising the legal description to include the original property conveyed and additional lands, and reserving an easement for the City for the maintenance of city irrigation and electrical infrastructure between Lot 1 and the River’s Edge Trail, as well as consented to the Mortgage being subordinate to any mortgage securing the Third-Party Loan in an amount up to the New Subordination Cap of \$10,000,000; and

WHEREAS, Developer and Third-Party Lender, U.S. Bank, have requested that the Subordination Cap be increased to \$11,000,000, thus necessitating a Second Amendment to the Development Agreement, a Second Amendment to the Mortgage, and a First Amendment to Real Estate Mortgage Subordination Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau hereby consents to the increased subordination cap in favor of third-party lender U.S. Bank in the amount of \$11,000,000 and approves the Second Amendment to the Development Agreement, Second Amendment to Mortgage, and First Amendment to Real Estate Mortgage Subordination Agreement, as attached, and authorizes appropriate City staff to execute the same.

Approved:

Katie Rosenberg, Mayor

**FIRST AMENDMENT TO
REAL ESTATE MORTGAGE
SUBORDINATION AGREEMENT**

This **FIRST AMENDMENT TO REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT** (this “Agreement”), dated as of January 26, 2022, is by and between, **U.S. BANK NATIONAL ASSOCIATION** (“Lender”), whose address is P.O. Box 3487, Oshkosh, WI 54903-3487, and the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”), whose address is 407 Grant Street, Wausau, WI 54403.

RETURN TO:

RECITALS:

U.S. Bank National Association
Collateral Department
P.O. Box 3487
Oshkosh, WI 54903-3487

A. On December 28, 2020, **RIVERLIFE WAUSAU LLC**, a Wisconsin limited liability company, with offices located at 517 Franklin Street, Wausau, WI 54403 (“Mortgagor”) granted to the City that certain Real Estate Mortgage (Riverlife – Phase I), which was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin (the “ROD”), on December 30, 2020, as Document Number 1823934, in the amount of \$242,232.50, which was amended by that certain First Amendment to Real Estate Mortgage (Riverlife–Phase I), which was recorded in the ROD on April 20, 2021 as Document Number 1833318, and which was further amended on even date herewith by that certain Second Amendment to Real Estate Mortgage (Riverlife–Phase I), which is to be recorded in the ROD (the Real Estate Mortgage as amended by the First Amendment to Real Estate Mortgage and by the Second Amendment to Real Estate Mortgage and as may be further amended, modified, restated or substituted from time to time, the “City’s Mortgage”), with respect to that certain parcel of real property located in the City of Wausau as more particularly described on Exhibit A attached hereto (the “Property”).

See Exhibit A
Parcel Identification Number

B. Mortgagor also granted to Lender with respect to the Property that certain Mortgage, Security Agreement and Assignment of Rents, which was recorded in the ROD on April 20, 2021, as Document Number 1833319, which was amended and modified on even date herewith to increase the amount of the Obligations secured by the Property by that certain Modification of Mortgage, Security Agreement and Assignment of Rents (the “Modification”), which is to be recorded with the ROD (the Mortgage, Security Agreement and Assignment of Rents as amended and modified by the Modification and as may be further amended, modified, restated or substituted from time to time, the “Lender’s Mortgage”).

C. On April 16, 2021 Lender and City entered into that certain Real Estate Mortgage Subordination Agreement, which was recorded with the ROD on April 20, 2021, as Document Number 1833320 (the "Subordination Agreement"), and the Lender and City desire to amend the Subordination Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and the City agree as follows:

1. Superior Obligations. Paragraph 2 of the Subordination Agreement is hereby deleted in its entirety and replaced with the following:

"The City's right, title and interest in and to the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between the City and Lender, the priorities granted Lender by this Agreement are limited to the Obligations (as defined in Lender's Mortgage as amended and modified) up to an aggregate amount of \$11,000,000.00."

2. Agreement and Modification. Except as otherwise expressly set forth herein, all other terms, conditions, covenants and agreements of the parties pursuant to the Subordination Agreement shall continue and remain in full force and effect.

3. Successors and Assigns. This Agreement benefits Lender, its successors and assigns, and binds the City and its successors and assigns, and is not intended to benefit any other person or entity.

4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties.

(Signature Page Follows)

IN WITNESS WHEREOF, Lender and the City have executed this Agreement as of the day and year first above written.

LENDER:
U.S. BANK NATIONAL ASSOCIATION

By: _____
David J. Badura, Vice President

THE CITY:
THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn Bernade, Clerk

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this 26th day of January, 2022, the above-named David J. Badura, as Vice President of U.S. Bank National Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF MARATHON :

Personally came before me this ____ day of _____, 2022, the above named Katie Rosenberg and Kaitlyn Bernade, as Mayor and Clerk, respectively, of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and Affidavit of Correction as Document No. 1783081; being a part of Government Lot six (6) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

AND

Part of Lot two (2) of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and Affidavit of Correction as Document No. 1783081; being part of Government Lot six (6), Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot one (1), said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot one (1), 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot one (1); thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot one (1), the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0634

AND

Part of Lot two (2) of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and Affidavit of Correction as Document No. 1783081; being part

of Government Lot six (6), Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot one (1), said Certified Survey Map No. 18353, the point of beginning;

Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot two (2); thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot one (1); thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot one (1), the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0635

**SECOND AMENDMENT TO
REAL ESTATE MORTGAGE
(Riverlife – Phase I)**

Document Number

Document Title

THIS SECOND AMENDMENT TO REAL ESTATE MORTGAGE (Riverlife- Phase I) (this “Amendment”), dated as of January 26, 2022, is by and between **RIVERLIFE WAUSAU LLC**, a Wisconsin limited liability company (“Mortgagor”), and the **CITY OF WAUSAU** (“Lender”).

RECITALS

A. Mortgagor has executed and delivered to the Lender that certain Real Estate Mortgage (Riverlife - Phase I), dated as of December 28, 2020, from Mortgagor to Lender and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on December 30, 2020, as Document No. 1823934, as amended by that certain First Amendment to Real Estate Mortgage (Riverlife - Phase I), dated as of April 16, 2021, between Mortgagor and Lender and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on April 20, 2021, as Document No. 1833318 (the “Mortgage”). Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Mortgage.

B. The Mortgage encumbers the real property located in Marathon County, Wisconsin, described on Exhibit A attached hereto (the “Property”).

C. On even date herewith, Mortgagor and Lender have executed that certain Second Amendment to Development Agreement (the “DA Amendment”) which amended the Development Agreement by increasing the maximum amount of the Primary Mortgage.

D. In accordance with the DA Amendment, Mortgagor and Lender desire to amend the Mortgage in accordance with this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender agree as follows:

1. Amount of Primary Mortgage. Section 2 of the Mortgage is hereby amended such that the definition of “Primary Mortgage” shall have the following meaning: “Primary Mortgage” means a mortgage to U.S. Bank National Association, dated April 16, 2021, and

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A attached hereto

Parcel Identification Number (PIN)

recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on April 20, 2021, as Document No. 1833319, as such mortgage is amended from time to time, which mortgage, as amended from time to time, shall not secure an aggregate amount in excess of \$11,000,000.00.

2. Other Terms. Except as otherwise expressly set forth herein, all other terms and conditions and the original priority of the Mortgage shall continue and remain in full force and effect from the date of its execution and delivery.

3. Counterparts. This Amendment may be simultaneously executed in several counterparts each of which is an original and all of which constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Real Estate Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

RIVERLIFE WAUSAU LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022, Mitch Viegut, to me known to be the person who executed the foregoing instrument and to me known to be the Managing Member of Riverlife Wausau LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Notary Public, State of Wisconsin
My commission expires: _____

LENDER:

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Jeffrey R. Schneider
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and Affidavit of Correction as Document No. 1783081; being a part of Government Lot six (6) of Section twenty six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

Parcel B:

Part of Lot two (2) of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and Affidavit of Correction as Document No. 1783081; being part of Government Lot six (6), Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot one (1), said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot one (1), 30.00 feet to the point of beginning; Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot one (1); thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot one (1), the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0634

Parcel C:

Part of Lot two (2) of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and Affidavit of Correction as Document No. 1783081; being part of Government Lot six (6), Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot one (1), said Certified Survey Map No. 18353, the point of beginning;

Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot two (2); thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot one (1); thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot one (1), the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0635

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
(Riverlife – Phase I)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the 26th day of January, 2022 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into that certain Development Agreement with an Effective Date of June 28, 2019, as amended by that certain First Amendment to Development Agreement with an Effective Date of April 16, 2021 (the “Development Agreement”), with respect to certain property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described in the Development Agreement; any capitalized term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement; and

WHEREAS, the Development Agreement and the Mortgage each provide that the Mortgage is subordinate to any mortgage securing the Third-Party Loan; provided, however, that the amount of the Third-Party Loan lien superior to the Mortgage shall not exceed \$10,000,000.00 (the “Subordination Cap”); and

WHEREAS, Developer and the Third-Party Lender have requested that the Subordination Cap be increased to \$11,000,000.00 (the “New Subordination Cap”), and the City desires to increase the Subordination Cap to the New Subordination Cap; and

WHEREAS, the City and Developer desire to amend the Development Agreement subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. New Subordination Cap. Notwithstanding anything in the Development Agreement to the contrary, the City hereby consents to the Mortgage being subordinate to any mortgage securing the Third-Party Loan in an amount up to the New Subordination Cap.
2. Mortgage Amendment. Simultaneously with the execution of this Amendment, the City and Developer shall execute an amendment to the Mortgage in the form attached hereto as Exhibit A, which shall be recorded with respect to the property as described in the Mortgage.
3. Conditions Precedent. The effectiveness of this Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

- a. The City, through its City Council, shall have approved or authorized this Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.
 - b. No uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
4. Reaffirmation of Development Agreement. The Development Agreement, as modified by this Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.
5. Representations and Warranties of Developer. Developer hereby represents and warrants to the City that:
 - a. After giving effect to this Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date of this Amendment.
 - b. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.
6. Miscellaneous. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Development Agreement as of the Effective Date first printed above.

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: _____
Name: Mitch Viegut
Title: Manager

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Name: Kaitlyn Bernarde, Clerk

EXHIBIT A

FORM OF MORTGAGE AMENDMENT

[Attach to this cover page.]

**SECOND AMENDMENT TO
REAL ESTATE MORTGAGE
(Riverlife – Phase I)**

Document Number

Document Title

THIS SECOND AMENDMENT TO REAL ESTATE MORTGAGE (Riverlife- Phase I) (this “Amendment”), dated as of January ____, 2022, is by and between **RIVERLIFE WAUSAU LLC**, a Wisconsin limited liability company (“Mortgagor”), and the **CITY OF WAUSAU** (“Lender”).

RECITALS

A. Mortgagor has executed and delivered to the Lender that certain Real Estate Mortgage (Riverlife - Phase I), dated as of December 28, 2020, from Mortgagor to Lender and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on December 30, 2020, as Document No. 1823934, as amended by that certain First Amendment to Real Estate Mortgage (Riverlife - Phase I), dated as of April 16, 2021, between Mortgagor and Lender and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on April 20, 2021, as Document No. 1833318 (the “Mortgage”). Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Mortgage.

B. The Mortgage encumbers the real property located in Marathon County, Wisconsin, described on Exhibit A attached hereto (the “Property”).

C. On even date herewith, Mortgagor and Lender have executed that certain Second Amendment to Development Agreement (the “DA Amendment”) which amended the Development Agreement by increasing the maximum amount of the Primary Mortgage.

D. In accordance with the DA Amendment, Mortgagor and Lender desire to amend the Mortgage in accordance with this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender agree as follows:

1. Amount of Primary Mortgage. Section 2 of the Mortgage is hereby amended such that the definition of “Primary Mortgage” shall have the following meaning: “Primary

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A attached hereto

Parcel Identification Number (PIN)

Mortgage” means a mortgage to U.S. Bank National Association, dated April 16, 2021, and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on April 20, 2021, as Document No. 1833319, as such mortgage is amended from time to time, which mortgage, as amended from time to time, shall not secure an aggregate amount in excess of \$11,000,000.00.

2. Other Terms. Except as otherwise expressly set forth herein, all other terms and conditions and the original priority of the Mortgage shall continue and remain in full force and effect from the date of its execution and delivery.

3. Counterparts. This Amendment may be simultaneously executed in several counterparts each of which is an original and all of which constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Real Estate Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

RIVERLIFE WAUSAU LLC

By: **EXHIBIT – NOT FOR SIGNATURE**

Name: Mitch Viegut

Title: Managing Member

[illegible]

Personally came before me this _____ day of _____, 2022, Mitch Viegut, to me known to be the person who executed the foregoing instrument and to me known to be the Managing Member of Riverlife Wausau LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Notary Public, State of Wisconsin

My commission expires:_____

THE CITY OF WAUSAU, WISCONSIN

Attest:

[illegible]

Notary Public, State of Wisconsin
My commission expires:

Jeffrey R. Schneider
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

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PIN: 291.2907.264.0973

Parcel B:

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Commencing at the Southwest corner of Lot one (1), said Certified Survey Map No. 18353, the point of beginning;

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